CITY COUNCIL OF MONTEREY PARK
AND THE CITY COUNCIL ACTING ON BEHALF OF THE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY

AGENDA

REGULAR CITY COUNCIL MEETING

Wednesday
August 5, 2020
6:30 p.m.

EXECUTIVE ORDER NO. N-29-20

These meetings will be conducted pursuant to Section 3 of Executive Order No. N-29-20 issued by Governor Newsom on March 17, 2020.

Accordingly, Councilmembers will be provided with a meeting login number and conference call number; they will not be physically present at council chambers.

Pursuant to the governor's order, the public may provide public comment utilizing the methods set forth below.

Note that city hall is currently closed to the public. You will not be admitted to city hall.

MISSION STATEMENT

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

GENERAL INFORMATION

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

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

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

PUBLIC PARTICIPATION

In accordance with Executive Order No. N-29-20 and guidance from the California Department of Public Health on gatherings, remote public participation is allowed in the following ways:

Via Email

Public comment will be accepted up to an hour before the meeting via email to mpclerk@montereypark.ca.gov and read into the record during public comment, when feasible. We request that written communications be limited to not more than 50 words.

Via Telephone

Public comment may be submitted via telephone during the meeting, before the close of public comment, by calling (888) 788-0099 or (877) 853-5247 and entering Zoom Meeting ID: 934 8260 0316 then press pound (#). When prompted to enter participation ID number press pound (#) again. If participants would like to make a public comment they will enter "*9" then the Clerk's office will be notified and you will be in the rotation to make a public comment. Participants are encouraged to join the meeting 15 minutes before the start of the meeting. You may speak up to 5 minutes on Agenda item. Speakers will not be allowed to combine time. The Mayor and City Council may change the amount of time allowed for speakers. As part of the virtual meeting protocols, anonymous persons will not be allowed to provide public comment.

Important Disclaimer

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

CALL TO ORDER	**Mayor**
FLAG SALUTE	**Mayor**
ROLL CALL	**Peter Chan, Hans Liang, Henry Lo, Fred Sornoso, Yvonne Yiu**

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

PUBLIC COMMUNICATIONS:

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

[1.] PRESENTATION

1-A. COUNTY OF LOS ANGELES IN CONJUNCTION WITH THE LOS ANGELES HOMELESS SERVICES AUTHORITY (LAHSA) DISCUSS PROJECT ROOM KEY

[2.] OLD BUSINESS

2-A. REQUEST BY THE MANTA RAY PARENTS ASSOCIATION FOR TEMPORARY USE OF THE SWIMMING POOL AT GEORGE ELDER PARK

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute a license agreement, in a form approved by the City Attorney for the Manta Ray Parents Association to use the swimming pool at George Elder Park; and/or

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

2-B. CODE OF CONDUCT; MEETING PROCEDURES; HEALTHY WORKPLACE ENVIRONMENT

It is recommended that the City Council consider:

(1) Adopting a Resolution amending the City Council's existing policies and procedures to:

a. Add a Code of Conduct for elected and appointed public officials;

b. Adopt a Healthy Workplace Environment policy; and

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

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

3-A. MINUTES

It is recommended that the City Council:

(1) Approve the minutes from the joint regular and special meeting of May 20, 2020 and the special meeting of May 26, 2020 and May 27, 2020; and

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

3-B. WAIVE FURTHER READING AND ADOPT ORDINANCES REGARDING IMPLEMENTING PHASE II OF THE 2020 MONTEREY PARK BUSINESS RECOVERY PROGRAM FOR RESTARTING THE LOCAL ECONOMY

It is recommended that the City Council consider:

(1) Waive second reading and adopt an ordinance implementing Phase II of the 2020 Monterey Park Business Recovery Program; and

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

3-C. FIREFIGHTER AND FIRE DEPARTMENT UNIFORMS PURCHASE – APPROVAL OF AGREEMENT

It is recommended that the City Council:

(1) Authorize the City Manager to execute an agreement, in a form approved by the City Attorney, with to Galls, LLC for an amount not to exceed $47,981.00 per fiscal year, for the purchase of firefighter and fire department uniforms; and

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

3-D. CONTINUANCE REGARDING CONSIDERATION OF A RESOLUTION TO RECORD A NOTICE OF SPECIAL ASSESSMENT FOR NUISANCE ABATEMENT AT 229 E. MARKLAND DRIVE (APN 5265-007-007)

It is recommended that the City Council consider:

(1) Continuing consideration of the Resolution to the August 19, 2020 City Council meeting; or

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

3-E. LEGAL SERVICES AGREEMENTS WITH HANNA, BROPHY, MACLEAN, MCALEER & JENSEN, LLP (WORKERS COMPENSATION)

It is recommended that the City Council:

(1) Authorize the City Manager to execute standard legal retainer with Hanna, Brophy, MacLean, McAleer & Jensen, LLP in a form approved by the City Attorney for on-call legal services; and

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

3-F. DELEGATION OF SETTLEMENT AUTHORITY

It is recommended that the City Council consider:

(1) Adopting a resolution delegating authority for processing and settling claims filed against the City; and

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

3-G. SAFE, CLEAN WATER PROGRAM FUND TRANSFER AGREEMENT

It is recommended that the City Council:

(1) Authorize the City Manager to execute a Safe, Clean Water Program Fund Transfer Agreement for the City's Storm Water Program; and

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

3-H. TRAFFIC SIGNAL MAINTENANCE – AWARD OF CONTRACT

It is recommended that the City Council:

(1) Authorize the City Manager to execute a three-year agreement, in a form approved by the City Attorney, with Bear Electrical Solutions, Inc., in an amount not to exceed $324,000 or $108,000/year, for the maintenance of the City's traffic signals; and

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

3-I. PARCEL MAP NO. 76041 (620 CADIZ STREET) – SUBDIVISION AGREEMENT AND APPROVAL OF PARCEL MAP

It is recommended that the City Council:

(1) Adopt a resolution approving Final Parcel Map No. 76041 and authorize the City Manager to execute a Subdivision Improvement Agreement for Parcel Map No. 76041 in a form approved by the City Attorney; and

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

CEQA (California Environmental Quality Act):

On September 26, 2017, the Planning Commission found that the Project was categorically exempt from the requirements of CEQA pursuant to CEQA Guidelines §§ 15315 as a Class 15 categorical exemption (Minor Land Division). The findings and conclusions made by the Planning Commission are incorporated into the attached Resolution by reference.

3-J. GARVEY RESERVOIR AREAS 2, 3, & 4 DRAINAGE IMPROVEMENTS – AUTHORIZATION TO ADVERTISE

It is recommended that the City Council:

(1) Adopt a resolution approving the design and plans for the Garvey Reservoir Areas 2, 3, & 4 Drainage Improvements and authorizing solicitation of bids; and

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

CEQA (California Environmental Quality Act):

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

[4.] PUBLIC HEARING

4-A. A PUBLIC HEARING TO CONSIDER THE PROPOSED FIVE-YEAR CONSOLIDATED PLAN FOR FISCAL YEARS 2020-2024 AND ONE-YEAR ACTION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT, AND HOME INVESTMENT PARTNERSHIPS PROGRAMS FOR FISCAL YEARS YEAR 2020-2021

It is recommended that the City Council consider:

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

(2) Approving the Five-year Consolidated Plan (Con Plan) for Fiscal Years 2020-24, One-year Action Plan (Action Plan) for Fiscal Years 2020-2021 for the Community Development Block Grant ("CDBG"), and HOME Investment Partnerships ("HOME") Programs;

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

(4) Authorizing the City Manager, or his designee, to take all actions necessary or desirable to implement the Five-year Consolidated Plan, Annual Action Plan, and Subrecipient Agreements; and

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

[5.] NEW BUSINESS

5-A. CONSIDERATION AND POSSIBLE ACTION TO INTRODUCE AND WAIVE FIRST READING OF AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE ("MPMC") § 2.80.060 TO CHANGE THE DATE THE BRUGGEMEYER LIBRARY BOARD OF TRUSTEES MUST SUBMIT ITS ANNUAL REPORT TO THE CITY COUNCIL

It is recommended that the City Council:

(1) Introduce and waive first reading of the Ordinance; or

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

[6.] COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

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

ADJOURN

City Council Staff Report

DATE: August 5, 2020

AGENDA ITEM NO: **Old Business Agenda Item 2-A**

TO: The Honorable Mayor and City Council

FROM: Inez Alvarez, Director of Recreation and Community Services
Robert Aguirre, Recreation Manager

SUBJECT: Request by the Manta Ray Parents Association for temporary use of the Swimming Pool at George Elder Park

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a license agreement, in a form approved by the City Attorney for the Manta Ray Parents Association to use the swimming pool at George Elder Park; and/or
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Manta Ray Parents Association is a non-profit, 501(c)(3) organization (attachment 1 – Bylaws and Non-Profit Status Letter) that operates the Monterey Park Manta Ray (MPMR) USA Swim Team. MPMR has requested to rent the pool to resume swim practices. Based upon the COVID-19 emergency, however, all City facilities were closed in March; they have not been reopened. Recreational facilities, such as swimming pools, are not on any timetable for reopening to the public. Since the March closures, the City has saved in operational costs related to utilities and pool chemical usage.

Since MPMR's request, staff has worked with MPMR to find a feasible solution to allow private use. Notably, MPMR is the only user group ready to resume swimming activities and use the pool facility.

BACKGROUND:

The Monterey Park Manta Ray Swim Team is a competitive swim team offering instruction for all ages and skill levels. MPMR has approximately 130 swimmers and most (117 swimmers) are Monterey Park residents. MPMR is a member of USA Swimming, which is the national governing body for the sport of swimming in the United States. Due to ongoing pandemic, safety protocols have been put into place to slow the spread of COVID-19. MPMR has provided a copy of safety protocols (attachment 2) and

the Los Angeles County Health Officer Order protocols from public swimming pools (attachment 3) are also attached for reference.

The Manta Ray Parents Association has typically rented pool facilities over the past several years. MPMR uses pool facilities six days a week, year around and staff works to accommodate user group rentals and City programs and activities by offering programming at both Barnes Park and George Elder Park pool facilities. This organization has paid the non-profit hourly rate ($0.75 per hour) and Aquatics staffing ($22.35 per hour per staff) for pool use and the approximate monthly cost averages about $4,000. The FY 20/21 fee schedule is attached (attachment 4) for reference.

Staff researched the operational expenses for George Elder Park Pool for FY 18/19, which was the last full operational year before the COVID-19 pandemic closures. The average monthly cost is $8,750 which includes utilities, pool chemicals, and a percentage (35%) of salary and benefits for the Pool Maintenance Worker.

For comparison, staff also researched the operational expenses for George Elder Park Pool during the closure and the average monthly cost is $4,280 which includes utilities, pool chemicals, and a percentage (35%) of salary and benefits for the Pool Maintenance Worker. The operational cost difference of approximately $4,470 per month is primarily due to an increase in utilities usage and pool chemicals.

The City does not have a policy regarding a private organization's exclusive use of pool facilities during a declared local emergency. It is apparent that the County Health Order and CDC Guidelines related to COVID-19 discourage use of most facilities. And, there are specific requirements related to swimming pools and other recreational facilities.

Were the City Council to approve MPMR's request, potential risk would be shifted from the City to MPMR via a license agreement and individual waiver forms, i.e., each participant in MPMR's activities would be individually required to complete a waiver (attachment 5) holding the City harmless for any transmission of disease or other injury (or death). Additionally, MPMR would be required to comply with the City's insurance requirement and provide at least $2,000,000 in coverage for its activities.

Additionally, staff recommends that City Council consider the following for facility use:

1. Establish a fee for the operational cost difference of $4,470 for the private use to recover expenses related to pool operation and approve a license agreement (attachment 6); or
2. Take such additional, related, action that may be desirable.

Option 1 – Recover expenses from MPMR facility usage

George Elder Park Pool Monthly Operational Expenses	
Average Monthly Operational Expenses when Open	$8,750
Average Monthly Operational Expenses when Closed	$4,280
Average Monthly Recovery cost difference for MPMR use	$4,470

If approved by City Council, MPMR will be responsible to open and operate swim team activities and staff appropriately. MPMR will pay on a monthly basis for use of the pool and the term of the license agreement will expire at the end of the fiscal year, June 30, 2021.

FISCAL IMPACT:
MPMR license agreement fee for the operational cost difference of $4,470 for private use to recover expenses related to pool operation. This option is expected to be cost neutral to the City.

Respectfully submitted by:

Inez Alvarez
Director of Recreation and Community Services

Prepared by:

Robert Aguirre
Recreation Manager

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENTS:
1. Manta Ray Parents Association Bylaws and Non-profit Status Letter
2. Manta Ray Swim Team Protocols
3. LA County Health Officer Order Protocols
4. Master Schedule of Fees and Charges - July 1, 2020
5. Participant Waiver
6. Draft License Agreement

ATTACHMENT 1

Manta Ray Parents Association Bylaws & Non-profit Status Letter

BYLAWS
OF
MANTA RAY PARENTS ASSOCIATION

ARTICLE I
OFFICES

Section 1. Registered Office. The **Manta Ray Parents Association** shall at all times maintain in the State of **California** a registered agent, whose business office shall be the registered office of the **Manta Ray Parents Association.**

ARTICLE II
PURPOSES

Section 1. Nature of Corporation. The **Manta Ray Parents Association** is organized as a non-profit corporation and shall be operated in accordance with the meaning and provisions of Section 501(c)(3) of the Internal Revenue Code and the regulations issued thereunder. Any change to Nature of the Corporation as set forth above shall require a special meeting and an affirmative vote with two-thirds (2/3) of member's consent.

Section 2. Primary Purposes. The **Manta Ray Parents Association** is organized for the purposes set forth in its Articles of Incorporation which are filed with the State of **California**.

ARTICLE III
BOARD OF DIRECTORS

Section 1. General Powers. The Board of Directors shall have the general power to manage and control the affairs and property of the **Manta Ray Parents Association** and shall have full power, by majority vote of the Board, to adopt rules and regulations governing the action of the Board of Directors. Any exception to this General Power set forth above shall require a special meeting and an affirmative vote with two-thirds (2/3) of member's consent.

Section 2. Number, Election, and Term of Office. The Board of Directors shall consist of five (5) elected Officers, the President, Vice-President, Secretary, Treasurer, and Co-Treasurer. Election to the Board of Directors shall be by majority vote of the members of the Manta Ray Parent Association which shall occur, except in the case of filling vacancies, at each annual meeting thereof. Each Director shall hold office for a term of one (2) years and thereafter until his/her successor is elected and qualified. Board of Director positions are reserved only for members only. Any exception to this requirement will require a special meeting and an affirmative vote with two-thirds (2/3) of member's consent. Members are defined as parents or guardians with an active swimmer on Monterey Park Manta Ray Swim Team.

Section 3. Officers. The Officers of the **Manta Ray Parents Association** shall be a President, Vice President, Secretary, Treasurer, Co-Treasurer and such other Officers as may be elected in

accordance with the provisions of this Article. Not more than one office may be held simultaneously by the same person. At any given point in time, only one family may serve on the Board of Directors. Specifically, spouses and siblings may not serve on the same Board at any one time. Any amendments to **Section 3. Officers** set forth above shall require a special meeting and an affirmative vote with two-thirds (2/3) of member's consent.

Section 4. Removal. Any Officer may be removed upon an affirmative vote of two-thirds (2/3) of the entire Board of Directors, whenever in its judgment the best interests of the **Manta Ray Parents Association** would be served thereby.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 6. President. The President shall be the chief executive officer of the **Manta Ray Parents Association** and, in general, shall supervise and control all of the business and affairs of the **Manta Ray Parents Association**. He/She may sign, with the Secretary or any other proper Officer of the **Manta Ray Parents Association** authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments or documents which the Board of Directors has authorized to be executed; and he shall perform all such other duties as may be prescribed by the Board of Directors from time to time.

Section 7. Vice President. In the event the death, resignation or removal of the President, the person who serves as Vice President shall assume the office of President until the Board of Directors elects a successor to the President and shall perform all such other duties as may be prescribed by the Board of Directors from time to time.

Section 8. Secretary. The Secretary shall keep the minutes of the meetings of the Board of Directors; see that all notices are duly given in accordance with the provisions of the Bylaws or as required by law; be custodian of the corporate records and seal; and perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 9. Treasurer. The Treasurer shall be responsible for all funds and securities of the **Manta Ray Parents Association** receive and give receipts for monies due and payable to the **Manta Ray Parents Association** and deposit all such monies in the name of the **Manta Ray Parents Association** in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of the Bylaws; and perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

Section 10. Vacancies. Any vacancy occurring on the Board of Directors prior to the expiration of a term shall be filled by such person as shall be elected by the remaining members of the Board of Directors. A Director so elected to fill a vacancy shall hold office for the unexpired term of his predecessor in office.

Section 11. Annual and Regular Meetings. The Board of Directors shall hold an annual meeting at such time and place as the Board of Directors shall by resolution prescribe. The Board of Directors may by resolution prescribe the time and place of such other regular meetings.

Section 12. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any reasonable date, hour, and place as the date, hour, and place for holding any special meeting of the Board called by them.

Section 13. Notice. Notice of any special meeting of the Board of Directors shall be given at least fifteen (15) days previously thereto by written notice delivered personally or sent by mail, telegram, facsimile or other means of electronic transmission to each Director at his address as shown in the records of the **Manta Ray Parents Association**. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at, and the purpose of, any annual meeting of the Board of Directors need not be specified in the notice or waiver of notice of such meeting.

Section 14. Quorum and Proxies. A majority of the total number of Directors in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors; but, if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. Proxies shall not be permitted.

Section 15. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these Bylaws.

Section 16. Compensation. Directors as such shall not receive any stated salaries for their services but may be reimbursed for reasonable expenses. Nothing herein shall be construed to preclude any Director from serving the **Manta Ray Parents Association** in any other capacity and receiving compensation therefor.

Section 17. Informal Action. Any action may be taken without a meeting of the Directors if a consent in writing setting forth the action so taken shall be signed by all of the Directors.

Section 18. Resignation; Removal. (a) A Director may resign from the Board of Directors at any time by giving notice of his resignation in writing addressed to the President or Secretary of the **Manta Ray Parents Association** or by presenting his written resignation at an annual, regular, or special meeting of the Board of Directors. (b) Except as otherwise provided by law, at any meeting of the Board of Directors called expressly for that purpose, any Director may be

removed, with or without cause, by the vote of a majority of the Directors then in office.

Section 19. Non-Liability of Board of Directors. The directors will not be personally liable for the debts, liabilities, or other obligations of the corporation.

ARTICLE IV
MEMBERS

Section 1. Membership. Membership in the **Manta Ray Parents Association** shall be open to parents or guardians with an active swimmer on Monterey Park Manta Ray Swim Team.

Section 2. Membership Status. Membership in the **Manta Ray Parents Association** is maintained as long as the swimmer's participant fee is paid and the rules of conduct are followed by all members and active swimmers.

ARTICLE V
VOTING

Section 1. Quorum. A quorum of the board of directors shall be a majority of Directors. No minimum number of voting members shall be required to constitute a quorum of members.

Section 2. Number of Votes. Voting at meetings shall be a simple majority vote excepted as specifically noted within the Bylaws.

Section 3. Family Vote. Each family supporting at least one (1) active swimmer shall have one (1) vote (one vote per family).

ARTICLE VI
CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. Contracts. The Board of Directors may authorize any Officer or Officers, agent or agents of the **Manta Ray Parents Association** in addition to or in place of the Officers so authorized by the Bylaws, to enter into a contract or execute and deliver any instrument or document in the name and on behalf of the **Manta Ray Parents Association** and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, and Similar Documents. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the **Manta Ray Parents Association**, shall be signed by such Officer or Officers and/or agent or agents of the **Manta Ray Parents Association** and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 3. Deposits. All funds of the **Manta Ray Parents Association** shall be deposited from time to time to the credit of the **Manta Ray Parents Association** in such banks, trust companies

or other depositories as the Board of Directors may select.

Section 4. Gifts and Contributions. The Board of Directors may accept on behalf of the **Manta Ray Parents Association** any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the **Manta Ray Parents Association**. Such contributions, gifts, bequests, or devises shall be in conformity with the laws of the United States, the State of California and any other relevant jurisdiction.

Section 5. Expenditures. Any expenditure in excess of $10,000.00 within (sixty) 60 days by the Manta Ray Parent Association shall require written disclosure to all members the amount expended and set forth the purpose of the expenditure.

ARTICLE VII
BOOKS AND RECORDS

The **Manta Ray Parents Association** shall keep correct and complete books and records of account and also shall keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors.

ARTICLE VIII
FISCAL YEAR

The fiscal year of **Manta Ray Parents Association** shall begin on the first day of July and end on June 30th each year.

ARTICLE IX
WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the law of California or under the provisions of the Articles of Incorporation or the Bylaws of the **Manta Ray Parents Association**, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE X
AMENDMENTS TO BYLAWS

The Bylaws may be altered, amended or repealed and new Bylaws may be adopted by majority vote of the Board of Directors present at any annual, regular or special meeting, if at least fifteen (15) days written notice is given of intention to alter, amend or repeal the Bylaws or to adopt new Bylaws at such meeting with the exception of the following Articles, which would require an affirmative vote with two-thirds (2/3) of member's consent to take into effect.

a. Article II, Section 1: Nature of Corporation
b. Article II, Section 1: Board Member Criteria
c. Article III, Section1: General Powers of Board

CERTIFICATION OF THE ADOPTION OF THE BYLAWS

The undersigned, Secretary of the Corporation, hereby certifies that the foregoing is a true and correct copy of the Bylaws of the Corporation adopted as of June 1, 2017 by the Board of Directors of the **Manta Ray Parents Association**.

_____

_____Secretary

_____ Date

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: AUG 04 2014

MANTA RAY PARENTS ASSOCIATION
1200 S ATLANTIC BLVD STE 121
ALHAMBRA, CA 91803

Employer Identification Number:
95-4483210
DLN:
17053169362004
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
509(a)(2)
Form 990 Required:
Yes
Effective Date of Exemption:
November 15, 2012
Contribution Deductibility:
Yes
Addendum Applies:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Tamera Ripperda

Director, Exempt Organizations

Letter 947

ATTACHMENT 2
Manta Ray Swim Team COVID-19 Protocol

COVID Pool Use Requirements

- All Swimmers, Parents and Staff must maintain 6 feet distance between people not in their household at all times. (In lobby, waiting to enter facility, on deck and in the water)
- All Swimmers, Parents and Staff are required to wear an appropriate cloth face covering at all time.
- Swimmers are required to arrive to the pool ready to swim.
- Parents and guardians are NOT allowed to watch on deck.
- Both male and female locker room will be closed.
- Restrooms are available for swimmers only.
- Upon Arrival:
    - Swimmers and staffs are required to have their temperature check.
    - Swimmers and staffs will be asked to confirm that the do NOT have any of the symptoms that the CDC has indicated are symptoms of COVID-19. CDC updated May 13, 2020.
        - Fever or chills
        - Cough
        - Shortness of breath or difficulty breathing
        - Fatigue
        - Muscle or body aches
        - Headache
        - New loss of taste or smell
        - Sore throat
        - Congestion or runny nose
        - Nausea or vomiting
        - Diarrhea
- At the end of the swimming session, swimmers and parents will be asked to leave immediately. For those parents wishing to speak with the coaches; please email the coaches.

ATTACHMENT 3

LA County Health Officer Order COVID-19 Protocol

Protocols for Reopening of Public Swimming Pools

Recent Updates:

6/29/20: Additional details provided regarding reporting a cluster of cases to Public Health

7/2/20: Water slides, rides or other water attractions at the pool should be kept closed

7/8/20: Additional information provided regarding employee leave benefits and air and ventilation system improvements

7/11/20: Swimmers that are swimming laps must maintain a six-foot distance from other lap swimmers, which may necessitate limitations on the number of swimmers that use a lane at one time.

7/18/20: Additional information provided regarding employee and visitor face coverings and symptom checks (changes highlighted in yellow)

The County of Los Angeles Department of Public Health is adopting a staged approach, supported by science and public health expertise that is aligned with California's roadmap to allow the safe reopening of public swimming pools. Public swimming pools include campground pools, club pools, commercial pools, health or fitness clubs, hotel pools, licensed day care facility pools, medical facility pools, mineral spring pools, motel pools, municipal pools, public or private school pools; recreational or mobile home park pools, resort pools, special purpose pools, and swim school pools.

Hot tubs/jacuzzi/spa pools, water parks and splash pads located within amusement parks are to remain closed until allowed to resume modified or full operation.

Water slides, rides or other water attractions at the pool should be kept closed

Residential Swimming Pools (i.e. apartment house pools, bed and breakfast inn pools, condominium pools, homeowner association pools) are required to follow the protocols for Reopening Swimming Pools in Shared Residential Facilities.

All public pool operators covered by this protocol must implement all applicable measures listed below and be prepared to explain why any measure that is not implemented is not applicable.

Please note: This document may be updated as additional information and resources become available so be sure to check the LA County website http://www.ph.lacounty.gov/media/Coronavirus/ regularly for any updates to this document.

This checklist covers:

(1) Workplace policies and practices to protect employee health
(2) Measures to ensure physical distancing
(3) Measures to ensure infection control
(4) Communication with employees and the public
(5) Measures that ensure equitable access to critical services

These five key areas must be addressed as your facility develops any reopening protocols.

All businesses covered by this protocol must implement all applicable measures listed below and be prepared to explain why any measure that is not implemented is not applicable to the business.

Business name: _____

Facility Address: _____

Date Posted: _____

A. WORKPLACE POLICIES AND PRACTICES TO PROTECT EMPLOYEE HEALTH (CHECK ALL THAT APPLY TO THE FACILITY)

- ☐ Everyone who can carry out their work duties from home has been directed to do so.
- ☐ Vulnerable staff (those above age 65, those with chronic health conditions) are assigned work that can be done from home whenever possible.
- ☐ All employees have been told not to come to work if sick and to follow DPH guidance for self-isolation if applicable.
  - Create a roster of trained back-up employees.
  - Information on employer or government-sponsored leave benefits the employee may be entitled to receive that would make it financially easier to stay at home has been provided to employees. See additional information on government programs supporting sick leave and worker's compensation for COVID19, including employee's sick leave rights under the Families First Coronavirus Response Act and employee's rights to workers' compensation benefits and presumption of the work-relatedness of COVID-19 pursuant to the Governor's Executive Order N-62-20.
- ☐ Upon being informed that one or more employees test positive for, or has symptoms consistent with COVID-19 (case), the employer has a plan or protocol in place to have the case(s) isolate themselves at home and require the immediate self-quarantine of all employees that had a workplace exposure to the case(s). The employer's plan should consider a protocol for all quarantined employees to have access to or be tested for COVID-19 in order to determine whether there have been additional workplace exposures, which may require additional COVID-19 control measures.
- ☐ In the event that the owner, manager, or operator knows of three (3) or more cases of COVID-19 within the workplace within a span of 14 days the employer must report this cluster to the Department of Public Health at (888) 397-3993 or (213) 240-7821. If a cluster is identified at a worksite, the Department of Public Health will initiate a cluster response which includes providing infection control guidance and recommendations, technical support and site-specific control measures. A public health case manager will be assigned to the cluster investigation to help guide the facility response.
- ☐ Employee screenings are conducted before employees may enter the workspace. Checks must include a check-in concerning cough, shortness of breath, difficulty breathing and fever or chills and if the employee has had contact with a person known to be infected COVID-19 in the last 14 days. These checks can be done remotely or in person upon the employees' arrival. A temperature check should also be done at the worksite if feasible.

- ☐ Employees who have contact with others are offered, at no cost, an appropriate face covering that covers the nose and mouth. The covering is to be worn by the employee at all times during the workday when in contact or likely to come into contact with others. Employees who have been instructed by their medical provider that they should not wear a face covering should wear a face shield with a drape on the bottom edge, to be in compliance with State directives, as long as their condition permits it. A drape that is form fitting under the chin is preferred. Masks with one-way valves should not be used. Employees need not wear a face covering when the employee is alone in a private office or a cubicle with a solid partition that exceeds the height of the employee when standing.
- ☐ Employees are instructed to wash or replace their face coverings daily.
- ☐ Employees need not wear a cloth face covering when entering the water.
- ☐ Lifeguards who are actively lifeguarding are not also expected to monitor handwashing, use of cloth face coverings, or social distancing of others
  - Designate another employee to monitor implementation of social distancing protocols. All employees should know who this person is and how to contact that person.
- ☐ Breaks are staggered to ensure that six (6) feet between employees can be maintained in break rooms at all times.
- ☐ Employees are prohibited from eating or drinking anywhere other than designated areas to assure that masks are worn consistently and correctly.
- ☐ Disinfectant and related supplies are available to employees at the following location(s):

  _____

- ☐ Hand sanitizer effective against COVID-19 is available to all employees at the following location(s):

  _____

- ☐ Employees are allowed frequent breaks to wash their hands.
- ☐ A copy of this protocol has been distributed to each employee.

- ☐ Optional – Describe other measures:

  _____

B. MEASURES TO ENSURE SOCIAL DISTANCING

- ☐ Limited use of pool facility to ensure that pool users can maintain 6 feet physical distance from those they do not live with, or a maximum of 50% of pool user capacity.
  - Indicate current pool user capacity: _____ Indicate 50% user capacity: _____
  - Consider implementing reservations for pool use. This could include reserving full lanes for individual lap swimming and half-lanes for individual household use.
  - Lap swimmers should be reminded to maintain 6 feet physical distance from those they do not live with. It may be necessary to limit the number of swimmers that may use a lane for lap swimming at any given time so that swimmers can maintain a safe distance.
- ☐ Designate a person(s) that is responsible for monitoring and ensuring that the maximum number of pool users as set forth above is not exceeded. The designated person is also responsible for ensuring that these protocols are adhered to on a daily basis.

- ☐ Measures to ensure social distancing (individuals remain at least 6 feet apart from those they do not live with) have been implemented.
  - Change deck layouts and other areas surrounding the pool to ensure that the standing and seating areas can support physical distancing requirements, while maintaining a clear deck space of 4 feet around the pool, as required by State law. This can include removing chairs or taping off areas to discourage use.
  - Providing physical cues or guides (for example, lane lines in the water or chairs and tables on the deck) and visual cues (for example, tape on the decks, floors, or sidewalks) and signs to ensure that guests and swimmers stay at least 6 feet apart, both in and out of the water.
  - Stagger available lockers in locker rooms to maintain physical distancing.
- ☐ Changing rooms and restrooms are monitored to ensure that the number of people inside at one time allows for proper physical distancing.
- ☐ Prohibit parties or gatherings in all common areas including the pool.
- ☐ When feasible, swim instructors should teach from the pool deck. For those classes that require face-to-face or close contact, recommend having a parent or member of the same household be in the water with the child. Participants of group swimming lessons and spectators on the pool deck are to maintain physical distancing of six feet.

C. MEASURES FOR INFECTION CONTROL

- ☐ Visitors arriving at the pool are reminded to wear a face covering at all times (except while eating or drinking, if applicable) while at the pool or on the grounds of the facility. This applies to all adults and to children 2 years of age and older. Only individuals who have been instructed not to wear a face covering by their medical provider are exempt from wearing one. To support the safety of your employees and other visitors, a face covering should be made available to visitors who arrive without them.
- ☐ Symptom checks are conducted before visitors may enter the facility. Checks must include a check-in concerning cough, shortness of breath, difficulty breathing and fever or chills. These checks can be done in person or through alternative methods such as on-line check in systems or through signage posted at the entrance to the facility stating that visitors with these symptoms should not enter the premises.
- ☐ Conduct a pool safety check to ensure pool chemistry is adequate for disinfection and that the pool has been evaluated for safety equipment.
  - Proper operation and maintenance should inactivate virus in the water.
  - Consult with the company or engineer that designed the aquatic venue to decide which List N disinfectants approved by the EPA are best for the aquatic venue.
- ☐ For facilities that have not been operating, flush each of the hot and cold water fixtures for five minutes prior to reopening to replace stale water in the facility's plumbing with a fresh and safe water supply.
- ☐ Implement a cleaning and disinfection plan for frequently touched surfaces and for shared objects each time they are used. Use EPA approved disinfectant. The following will be cleaned and disinfected frequently, on the following schedule:
  - Handrails and slides_____
  - Lounge chairs, tabletops_____
  - Door handles and surfaces of restrooms, handwashing stations, diaper changing stations and showers
    _____

- Kick boards and pool noodles_____
- Common-use facilities (i.e. lockers) _____
- Restrooms and showers_____
- Other _____

☐ Ensure adequate supplies to support healthy hygiene are provided at all times. Supplies include soap, hand sanitizer with at least 60% alcohol, paper towels, tissues and trash cans

☐ Set up a system so that furniture (e.g. lounge chairs) or other common-use items that need to be cleaned and disinfected are kept separate from already cleaned and disinfected furniture or other shared common-use items.

- Ensure shared furniture, equipment, towels are protected from being contaminated before use.

☐ Drinking fountains are covered to prevent usage.

☐ Discourage pool users from sharing items, particularly those that are difficult to clean and disinfect or those that are meant to come in contact with the face (e.g. goggles, nose clips, and snorkels).

☐ Ensure that the facility has adequate equipment for pool users, such as kick boards, pool noodles, and other flotation devices, to minimize sharing wherever possible. Limit the use to one user at a time and clean and disinfect the items after each use.

☐ Individuals are encouraged to bring their own towels to the pool and should not share towels with those outside of their household.

☐ Launder towels according to the manufacturer's instructions. Use the warmest appropriate water temperature and dry items completely.

☐ Ensure ventilation systems of indoor spaces operate properly. To the maximum extent possible, ensure that ventilation has been increased.

- Consider installing portable high-efficiency air cleaners, upgrading the building's air filters to the highest efficiency possible, and making other modifications to increase the quantity of outside air and ventilation in all working areas.

☐ For indoor pool facilities, increase introduction and circulation of outdoor air as much as possible by opening windows and doors, using fans, or other methods. ***However, do not open windows and doors if doing so poses a safety risk to staff, guests, or swimmers.***

D. MEASURES THAT COMMUNICATE TO THE PUBLIC

☐ A copy of this protocol is posted at all public entrances to the pool facility.

☐ Signage is posted at each public entrance of the pool facility to inform pool users to:

- Stay home if they are ill or have symptoms consistent with COVID-19.
- Maintain social distancing of six feet from non-household members to the extent possible and not to engage in any unnecessary physical contact in the pool.
- Wash hands often or use sanitizer upon entry into the pool facility
- Wear a face covering when traveling through common areas of the facility, including to and from the pool and in shared restrooms. Remind swimmers to remove cloth face covering when entering water.

E. MEASURES THAT ENSURE EQUITABLE ACCESS TO CRITICAL SERVICES
☐ Services that are critical to the patrons/residents have been prioritized.
☐ Measures are instituted to assure access to goods and services for those who have mobility limitations and/or are at high risk in public spaces.

You can also find guidance from the Centers for Disease Control & Prevention for social distancing and facility/surface disinfection procedures at https://www.cdc.gov/coronavirus/2019-ncov/php/water.html.

ATTACHMENT 4

Master Schedule of Fees and Charges - July 1, 2020

CITY OF MONTEREY PARK

MASTER SCHEDULE OF FEES AND CHARGES

JULY 1, 2020

Fee #	Description	Round Fee *	Unit	Reso	Revenue Account
	SECTION D - RECREATION / COMMUNITY SERVICES				
0266	Athletic Field Rental				
	Private Party	39.30	per hour/field	11771	0010-04020
	Non-Profit Adult (Based Outside Town)	19.20	per hour/field	11771	0010-04020
	Non-Profit Adult (Based In Town)	2.15	per hour/field	11771	0010-04020
	Non-Profit Youth Organizations	0.25	per hour/field	11771	0010-04020
	Athletic Field Lights				
	Private Party	4.30	per hour/field	11771	0010-04020
	Non-Profit Adult (Based Outside Town)	2.15	per hour/field	11771	0010-04020
	Non-Profit Adult (Based In Town)	0.25	per hour/field	11771	0010-04020
	Non-Profit Youth Organizations	0.25	per hour/field	11771	0010-04020
0286	Gymnasium Rental				
	Private Party	110.40	per hour	11771	0159-07050
	Non-Profit Adult (Based Outside Town)	55.20	per hour	11771	0159-07050
	Non-Profit Adult (Based In Town)	5.30	per hour	11771	0159-07050
	Non-Profit Youth Organizations	0.55	per hour	11771	0159-07050
	Staffing/Additional Staffing	22.35	per hour	11771	0159-07050
0283	Pool Rental				
	Private Party	138.05	per hour	11771	0010-07640
	Non-Profit Youth Organizations	0.75	per hour	11771	0010-07640
	Additional Aquatics Staffing	22.35	per hour	11771	0010-07640
0282	Langley Center Main Room Rental				
	Private Party	138.10	per hour	11771	0010-04020
	Non-Profit Adult (Based Outside Town)	69.10	per hour	11771	0010-04020
	Non-Profit Adult (Based In Town)	7.45	per hour	11771	0010-04020
	Non-Profit Youth Organizations	3.20	per hour	11771	0010-04020
0284	Langley Center Kitchen Facility	38.30	per hour	11771	0010-04020
	Staffing/Additional Staffing	22.35	per hour	11771	0010-04020
0289	Barnes Park Memorial Amphitheater				
	Private Party	138.10	per hour	11771	0010-04020
	Non-Profit Adult (Based Outside Town)	69.10	per hour	11771	0010-04020
	Non-Profit Adult (Based In Town)	7.45	per hour	11771	0010-04020
	Non-Profit Youth Organizations	3.20	per hour	11771	0010-04020
	Staffing/Additional Staffing	22.35	per hour	11771	0010-04020
0295	Service Club House Rental				
	Private Party	138.10	per hour	11771	0159-04020
	Non-Profit Adult (Based Outside Town)	69.10	per hour	11771	0159-04020
	Non-Profit Adult (Based In Town)	7.45	per hour	11771	0159-04020
	Non-Profit Youth Organizations	3.25	per hour	11771	0159-04020
	Staffing/Additional Staffing	22.35	per hour	11771	0159-04020

CITY OF MONTEREY PARK
MASTER SCHEDULE OF FEES AND CHARGES
JULY 1, 2020

Fee #	Description	Round Fee *	Unit	Reso	Revenue Account
0290	Other Indoor Facilities (Community Room, Elder, Siera Vista, etc.)				
	Private Party	110.40	per hour	11771	0010-04020
	Non-Profit Adult (Based Outside Town)	55.20	per hour	11771	0010-04020
	Non-Profit Adult (Based In Town)	5.30	per hour	11771	0010-04020
	Non-Profit Youth Organizations	2.15	per hour	11771	0010-04020
	Staffing/Additional Staffing	22.35	per hour	11771	0010-04020
0287	Picnic Shelter	99.80	per shelter	11771	0159-07050
0294	Facility Clean-up Deposit (Where Applicable)	$300-500		11771	0075-08630
	Swim Lessons				
0270	Youth: (1-3 yrs old)	33.00	for 5 hours of lessons	11771	0010-07630
0269	Youth: (4-6 yrs old)	33.00	for 5 hours of lessons	11771	0010-07630
0268	Youth: (7-17 yrs old)	33.00	for 5 hours of lessons	11771	0010-07630
0271	Adult	33.00	for 5 hours of lessons	11771	0010-07630
	Public Swim				
0272	Admission-Youth	2.25	2 hour swim	11771	0010-07610
0273	Admission-Adult	3.25	2 hour swim	11771	0010-07610
0274	Admission-Youth Discount Pass (20 Swims)	35.00	per pass	11771	0010-07610
0275	Admission-Adult Discount Pass (20 Swims)	53.00	per pass	11771	0010-07610
0277	Lap Swimming: Per Swim	5.00	per swim	11771	0010-07610
0278	Lap Swimming: Monthly Pass	38.00	per month	11771	0010-07610
0279	Lap Swimming: Family	72.00	per month	11771	0010-07610
0280	Lap Swimming: Senior	25.50	per month	11771	0010-07610
	Child Care Fees				
0307	After School Care-Resident	118.00	per week	11771	0159-07150
0308	After School Care-Non Resident	126.00	per week	11771	0159-07150
0309	All Day & Summer-Resident	165.00	per week	11771	0159-07150
0310	All Day & Summer-Non Resident	172.00	per week	11771	0159-07150
0292	Recreation Class & Activity Registration Fee	9.50	per registration	11771	0010-06090
	Alcohol Consumption Permit Fee	104.00		11920	0010-04020

ATTACHMENT 5
Participant Waiver

LIABILITY WAIVER

In consideration of being permitted to participate in _____, and all activities associated with such participation, I agree, on behalf of myself and my minor child (if any) to the following:

1. I agree and represent that I have inspected, or immediately upon entering the public property will inspect, the premises and facilities. My, and my child's, entry onto the public property for all purposes associated with _____ ("Program"), including, without limitation, participation or use of any facilities or equipment, constitutes an acknowledgment that such premises and all facilities and equipment were inspected and that I find and accept them as being safe and reasonably suited for the purposes of my participation in this Program.

2. I understand that my participation exposes me to the risk of personal injury, death, illness, communicable disease, viruses or property damage. I acknowledge that I am voluntarily participating and agree to assume such risks.

3. I release, waive, discharge, and covenant on behalf of myself, my minor child (if any), heirs, executors, and administrators and for all of my family members, not to sue the City of Monterey Park, its elected and appointed officials, agents, volunteers, and employees ("Releasees") from all liability to me, or my child, for any loss or damage, and any claim or demands on account of personal or property injury or because of my, or my child's, death, whether caused by Releasees' negligence or otherwise, while I, and my child, participate in the Program.

4. I agree to indemnify and hold the Releasees harmless from and against any and all claims arising from my, or my child's, participation in the Program, whether caused by Releasees' negligence or otherwise. I will pay all costs incident to any claim, including, without limitation, attorneys' fees.

5. I expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read and voluntarily sign the release and waiver of liability and indemnity agreement, and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Name: _____ Age: _____

Address: _____ City/Zip: _____

Phone #: _____ Email Address: _____

Date: _____ Signature: _____

If signing on behalf of a minor:

Child's Name: _____ Age: _____

PLEASE NOTE: **The City of Monterey Park <u>strongly</u> <u>recommends</u> that each participant have some type of accident medical insurance for his/her own protection.**

ATTACHMENT 6
Draft License Agreement

LICENSE AGREEMENT BETWEEN THE CITY OF MONTEREY PARK AND MANTA RAY PARENTS ASSOCIATION

THIS LICENSE is made and executed this 5th day of August, 2020, between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY"), and Manta Ray Parent Association, a Non-profit, 501 (c)(3) Corporation ("LICENSEE").

1. **LICENSE; DESCRIPTION OF PROPERTY.** CITY licenses LICENSEE to use, on the terms and conditions in this License, real property located at George Elder Park Pool, 1950 Wilcox Ave., Monterey Park ("Property"). CITY's action is not, and should not be construed to be, a conveyance of a property interest or a lease; it is a license to use property only.

2. **USE OF PROPERTY.**

A. LICENSEE may temporarily use the Property for the purposes of competitive swimming activities.

B. CITY may change, amend, or terminate LICENSEE's use of Property at any time, and in its sole discretion, verbally or in writing.

3. **TERM.** Except as provided in Section 4, the term of this license will begin on August 10, 2020, continuing on a month to month basis and will end on June 30, 2021. Upon mutual written agreement between the parties, this License may be renewed for additional time of twelve or eighteen months.

4. **TERMINATION.**

A. As stated above, CITY may terminate this License at any time with or without cause, upon written or verbal notification. Termination will be effective upon notification, unless CITY specifies otherwise.

B. LICENSEE may terminate this License at any time in writing at least five (5) days before the effective termination date.

C. By executing this document, LICENSEE waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

D. Upon termination, LICENSEE will remove all personal property and improvements from Property within two (2) days. Property will be left in a clean and orderly fashion.

5. **COMPENSATION.** In exchange for the use of the facilities at Property, LICENSEE agrees to pay CITY a sum of four thousand four hundred and seventy dollars ($4,470) per month for the term of this License.

6. **CONDEMNATION**. If all or part of Property is acquired by eminent domain or purchase in lieu thereof, LICENSEE acknowledges that it will have no claim to any compensation awarded for the taking of Property or any portion thereof or for loss of or damage to LICENSEE's improvements.

7. **RELOCATION BENEFITS**. LICENSEE acknowledges that it has been informed that CITY is a public entity and that Property was previously acquired by CITY for a public purpose. LICENSEE further acknowledges that any rights acquired under this License arose after the date of acquisition of Property and that said rights are subject to termination when Property is needed by CITY. LICENSEE hereby acknowledges that at the time of said termination of this License by CITY, it will not be a "displaced person" entitled to any of the relocation assistance or benefits offered to displaced persons under State or Federal law.

8. **ALTERATIONS**. LICENSEE will not make, or cause to be made, any alterations to Property, or any part thereof, without CITY's prior written consent.

9. **HAZARDOUS/TOXIC WASTE**. CITY has not, nor, to CITY's knowledge, has any third party used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within Property in violation of any law or regulation. LICENSEE agrees that it will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within Property in violation of any law or regulation. LICENSEE agrees to defend and indemnify CITY, to the extent stated in Section 12, against any and all losses, liabilities, claims or costs arising from any breach of any warranty or agreement contained in this Section. As used in this Section, "Hazardous Material" means any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

10. **SIGNS**. LICENSEE will not place any sign upon Property without CITY's prior written consent. LICENSEE will pay for all costs of any approved signage and comply with all applicable sign codes and ordinances.

11. **ASSIGNMENT**. LICENSEE will not be permitted to assign this License or any interest therein.

12. **INDEMNIFICATION**.

A. **LICENSEE will hold CITY harmless and free from any and all liability arising out of this License, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be against it, by suit or otherwise, whether the same be groundless or not, arising out of this License, or its**

performance, pursuant to this License, LICENSEE will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify it for any judgment rendered against it or any sums paid out in settlement or otherwise.

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

C. LICENSEE expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

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

E. The requirements as to the types and limits of insurance coverage to be maintained by LICENSEE as required by Section 13 below, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by LICENSEE pursuant to this License, including but not limited to the provisions concerning indemnification.

13. **INSURANCE.**

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

Type of Insurance	Limits (combined single)
Commercial general liability:	$2,000,000
Workers compensation	Statutory limits

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

for nonpayment of premiums which may be cancelable upon ten (10) day notice.

C. LICENSEE will furnish to CITY duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under this License and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. CONTRACTOR will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

D. Should LICENSEE, for any reason, fail to obtain and maintain the insurance required by this License, CITY may obtain such coverage at LICENSEE's expense and charge the cost of such insurance to LICENSEE under this License or terminate pursuant to Section 4.

E. All policies required by this Agreement must allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and deductible of the policy in lieu of LICENSEE (as the named insured) should LICENSEE fail to pay the SIR or deductible requirements. The amount of the SIR or deductible is subject to the approval of the City Attorney and the Finance Director. LICENSEE understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by LICENSEE as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on LICENSEE's behalf upon the LICENSEE's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against LICENSEE for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

14. **COMPLIANCE WITH LAW**. LICENSEE will, at its sole cost and expense, comply with all of the requirements of all federal, state, and local authorities now in force, or which may hereafter be in force, pertaining to Property and will faithfully observe in the use of Property all applicable laws. The judgment of any court of competent jurisdiction, or the admission of LICENSEE in any action or proceeding against LICENSEE, whether CITY be a party thereto or not, that LICENSEE has violated any such ordinance or statute in the use of Property will be conclusive of that fact as between CITY and LICENSEE.

15. **BREACH OF AGREEMENT**. The violation of any of the provisions of this License will constitute a breach of this License by LICENSEE, and in such event said License will automatically cease and terminate.

16. **WAIVER OF BREACH**. Any express or implied waiver of a breach of any term of this License will not constitute a waiver of any further breach of the same or other term of this License.

17. **ENTRY BY CITY AND PUBLIC**. This License does not convey any property interest to LICENSEE. Except for areas restricted because of safety concerns, CITY and the general public will have unrestricted access upon Property for all lawful acts.

18. **INSOLVENCY; RECEIVER**. Either the appointment of a receiver to take possession of all or substantially all of the assets of LICENSEE, or a general assignment by the LICENSEE for the benefit of creditors, or any action taken or offered by LICENSEE under any insolvency or bankruptcy action, will constitute a breach of this License by LICENSEE, and in such event said License will automatically cease and terminate.

19. **NOTICES**. Except as otherwise expressly provided by law, all notices or other communications required or permitted by this License or by law to be served on or given to either party to this License by the other party will be in writing and will be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to LICENSEE at:

Manta Ray Swim Team
Ben Wong, President
333 W. Garvey Ave. #100
Monterey Park, CA 91754

or to CITY at:

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

Either party may change its address for the purpose of this Section by giving written notice of the change to the other party.

20. **ACCEPTANCE OF FACSIMILE SIGNATURES**. The Parties agree that agreements ancillary to this License and related documents to be entered into in connection with this License will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

21. **GOVERNING LAW.** This License has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this License will be in Los Angeles County.

22. **PARTIAL INVALIDITY.** Should any provision of this License be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this License will remain in effect, unimpaired by the holding.

23. **ENTIRE AGREEMENT.** This instrument and its Attachments constitute the sole agreement between CITY and LICENSEE respecting Property, the use of Property by LICENSEE, and the specified License term, and correctly sets forth the obligations of CITY and LICENSEE. Any agreement or representations respecting Property or its licensing by CITY to LICENSEE not expressly set forth in this instrument are void.

24. **CONSTRUCTION.** The language of each part of this License will be construed simply and according to its fair meaning, and this License will never be construed either for or against either party.

25. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this License and to engage in the actions described herein. This License may be modified by written agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

26. **COUNTERPARTS.** This License may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

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

CITY OF MONTEREY PARK

_____

Ron Bow,
City Manager

LICENSEE

_____

Ben Wong
President
Manta Ray Parents Association

ATTEST:

_____

Vincent D. Chang,
City Clerk

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

By: _____

City Council Staff Report

DATE: August 5, 2020

AGENDA ITEM NO: **Old Business Agenda Item 2-B**

TO: The Honorable City Council

FROM: Ron Bow, City Manager
Karl H. Berger, Assistant City Attorney

SUBJECT: Code of Conduct; Meeting Procedures; Healthy Workplace Environment

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution amending the City Council's existing policies and procedures to:

    a. Add a Code of Conduct for elected and appointed public officials;

    b. Adopt a Healthy Workplace Environment policy; and

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

EXECUTIVE SUMMARY:

During the City Council's strategic planning meeting on July 11, 2020, the Council determined that it wished to consider a Code of Conduct and Healthy Workplace Environment policy. These were originally considered by the City Council in August 2019. A copy of that staff report (without the attachments) is included for reference.

FISCAL IMPACT:

There is no fiscal impact as a result of this action.

DISCUSSION:

The draft resolutions are substantially similar as those originally considered in 2019. An overview of these policies is included with the staff report from August 21, 2019.

Respectfully submitted by:

Ron Bow
City Manager

ATTACHMENTS

1. August 21, 2019 Staff Report (without attachments)
2. Draft resolution

ATTACHMENT 1
August 21, 2019 Staff Report
(without attachments)

City Council Staff Report

DATE: August 21, 2019

AGENDA ITEM NO: **Council Communications Agenda Item 6-A**

TO: The Honorable City Council

FROM: Mayor Hans Liang

SUBJECT: Code of Conduct; Meeting Procedures; Healthy Workplace Environment

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution amending the City Council's existing policies and procedures to:

    a. Add a Code of Conduct for elected and appointed public officials;

    b. Adopt a Healthy Workplace Environment policy; and

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

EXECUTIVE SUMMARY

At my mayoral installation, I announced several initiatives that I hoped to implement during my tenure as the City's Mayor. Among other things, I believe that it is imperative that Councilmembers lead by example while serving in positions of public trust. This extends not just to their service to constituents, but also to the hard-working men and women who serve the public's needs as City employees. Accordingly, I suggest that the City Council adopt a Code of Conduct along with a Healthy Workplace Environment policy to help facilitate professional, dedicated, and reliable public service.

FISCAL IMPACT

There is no fiscal impact as a result of this action.

DISCUSSION

At my request, City staff reviewed the City's existing policies and procedures affecting the conduct of elected and appointed public officials and current requirements as to conducting public meetings. In addition to regulations within the Monterey Park Municipal Code ("MPMC"), it appears that one resolution regulates conduct and meeting procedures. It was last updated in 2017.

If adopted, the draft resolution would establish rules regarding the conduct of all elected and appointed public officials. Additionally, the resolution would provide the consequences for violating these rules of conduct. Generally, discipline would include admonition, sanction, and censure. The last consequence is also the most severe and would be available to the City Council in only the most egregious of circumstances; it would require a 2/3 vote of the City Council to implement and only after substantive evidence of wrongdoing were included within the administrative record. Were the City Council to censure one of its members, it could also take additional disciplinary action including, without limitation, removing the privilege of free access within City Hall.

To help provide an alternative avenue for resolving workplace tensions, the draft resolution would also adopt a Healthy Workplace Environment policy. While the City Manager would be authorized to adopt policies and procedures to implement this Policy, elected and appointed officials would be encouraged to demonstrate their adherence to such a program – and to the Code of Conduct – by signing an acknowledgement that they will adhere to that policy.

Respectfully submitted,

Hans Liang,
Mayor

Attachments:

1. Draft Resolution
2. Exhibit A
3. Exhibit B

ATTACHMENT 2
Draft Resolution

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING A CODE OF CONDUCT AND RULES FOR CONDUCTING CITY COUNCIL MEETINGS IN ACCORDANCE WITH GOVERNMENT CODE § 36813.

The City Council does resolve as follows:

SECTION 1: **Code of Conduct; Core Principles**. The City Council finds and declares that its members, and all members of appointed boards and commissions (collectively, "Public Officials"), will abide by the following Core Principles:

A. **Principle 1:** Public Officials should comply with both the letter and spirit of the laws and policies affecting the operations of government;

B. **Principle 2:** Public Officials are expected by the public to be independent, impartial, and fair in their judgment and actions;

C. **Principle 3:** Serving in public office is a privilege and should be exercised in trust for the public good, not for personal gain; and

D. **Principle 4:** Public deliberations and processes should be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

SECTION 2: **General Policies**. Implementing the Core Principles is one of the guiding objectives in adopting this Resolution. Accordingly, in addition to all requirements of applicable law, the Public Officials must adhere to the following policies:

A. Conduct of Public Officials

The professional and personal conduct of Public Officials must be above reproach and avoid even the appearance of impropriety. Public Officials will refrain from abusive conduct, personal charges, or verbal attacks upon the character or motives of other Public Officials, City employees, or the public.

B. Respect for Process

Public Officials will perform their duties in accordance with the processes and rules of order established by the City Council governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions.

C. Conduct of Public Meetings

Public Officials will fully prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business

at hand. They will refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings.

D. Communication

Members will publicly share substantive information that is relevant to a matter under consideration by the City Council or boards, commissions, and committees, which they may have received from sources outside the public decision-making process.

E. Confidential Information

Public Officials must respect the confidentiality of information concerning City property, personnel, or proceedings of the City. They will neither disclose confidential information without proper legal authorization nor use such information to advance their personal interests.

F. Advocacy

When presenting their individual opinions and positions, Public Officials will expressly state they do not represent their body or the City of Monterey Park, nor will they allow the inference that they do. All written correspondence expressing an individual opinion and position must be on personal stationery and not on City stationery.

G. Policy Role of Public Officials

Public Officials must respect and adhere to the council-manager structure of Monterey Park city government with respect to the City Manager's relationship with the City Council. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards, commissions, and committees and City staff. The City Manager implements that policy.

SECTION 3: **Substance Abuse Policy**.

A. While acting in their official capacities, Public Officials will refrain from imbibing alcohol to the point that it impairs their judgment, physical coordination, speech, or mental process.

B. At all times, Public Officials will refrain from the use of a controlled substance, narcotic, amphetamine, barbiturate, prescribed or over-the-counter medication in excess of the prescribed dosage, or other non-prescribed hallucinogenic substance.

C. Public Officials who have substance abuse problems are encouraged to make every effort to overcome such problems and to utilize the services of the Employee Assistance Program (EAP). Using the EAP is confidential.

SECTION 4: **Anti-Harassment Policy**.

A. Harassment of an applicant or employee by a Public Official on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sexual orientation, gender identity, veteran or military status, sex, or age will not be tolerated.

B. Harassment on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sexual orientation, gender identity, veteran or military status, sex, or age includes, without limitation, the following examples:

1. Verbal Harassment - Epithets, derogatory comments, or slurs on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sexual orientation, gender identity, veteran or military status, sex, or age.

2. Physical Harassment - Assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sexual orientation, gender identity, veteran or military status, sex, or age.

3. Visual Forms of Harassment - Derogatory posters, notices, bulletins, cartoons, or drawings on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sexual orientation, gender identity, veteran or military status, sex, or age.

4. Sexual Favors - Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature that is conditioned upon employment benefit, unreasonably interferes with an individual's work performance or creates an offensive work environment.

SECTION 5: **Expected Conduct**.

A. Public Officials will request administrative services only through the City Manager or designee.

1. Public Officials cannot direct, order, or make demands on any City employee, other than inquiries that can be answered routinely and without research.

2. Public Officials cannot attempt to reorganize an employee's priorities or influence the manner by which City staff performs their assigned functions or duties.

3. Public Officials cannot retaliate or threaten to retaliate against employees as a result of disagreements over policy recommendations.

4. Public Officials cannot threaten a City employee with disciplinary action.

B. Public Officials must act collectively in a properly noticed and constituted meeting; Public Officials do not have authority to make decisions or take actions on behalf of the body unless expressly authorized to do so.

1. Public Officials cannot make representations or promises to any third party regarding the future actions of the City or of the body of which they are a member, unless such representation or promise has been duly authorized by the appropriate body.

2. When making public utterances, Public Officials must make it clear whether they are authorized to speak on behalf of the body of which they are a member, or whether they are presenting their own views.

3. Public Officials cannot interfere with the manner by which the City Manager performs his or her duties.

C. Public Officials who are members of boards and commissions must limit their activities to matters within their subject matter jurisdiction.

1. Boards and commissions can address only those matters determined by the MPMC or by the City Council to be within their subject matter jurisdiction; staff need not place on an agenda, provide resources for or implement requests, directions or actions outside that jurisdiction. Unless directed otherwise by the City Council, Commissions and Boards must refrain from consideration of policy issues that are under active consideration by the City Council.

2. The City Council as a whole will provide direction and guidance to its subsidiary bodies.

D. City resources must be used solely for proper governmental purposes, and only with proper authorization.

1. City letterhead may only be used by Public Officials for official City business.

2. City employees cannot be asked or directed to spend time on non-City business.

3. Public Officials cannot use or disclose information obtained through City service for improper purposes.

SECTION 6: **Commitment to Healthy Workplace Environment**. While the Code of Conduct adopted by this Resolution is mandatory, elected and appointed public officials should help implement the Code of Conduct by committing to a Healthy Workplace Environment. To memorialize such commitment, the City Council believes that it is in the public interest for all Public Officials to enter into the acknowledgment attached as Exhibit "A" (the "Healthy Workplace Commitment"). The City Manager, or designee, is authorized to promulgate such administrative policies and procedures that will facilitate an alternative dispute resolution as contemplated in the Health Workplace Commitment. Such a program may be referenced as the "Monterey Park Healthy Workplace Environment Program."

SECTION 7: **Ex Parte Policy**. To implement Core Principles Nos. 2-4, the City Council adopts the "Ex Parte Communication Policy" attached as Exhibit "B," and incorporated by reference.

SECTION 8: **Enforcement**. To enforce the Core Principles, and the polices set forth in this Resolution to implement those Core Principles, the City Council adopts the following requirements for enforcement:

A. A complaint regarding a violation of the Code of Conduct may be filed with the Mayor, the City Manager, or the City Attorney (collectively, the "Investigator").

B. Upon receiving a complaint, the person receiving the complaint may take one of the following actions depending on the circumstances of the alleged violations of law or policy:

1. Take no action;

2. Conduct a preliminary investigation of the allegations before recommending any action. Following such a preliminary investigation into the complaint, the Investigator may then either

take no action or place the matter on a future City Council agenda with a recommendation for consideration; or

3. Place the matter on a future City Council agenda for consideration.

C. If a complaint is placed on the City Council agenda, the City Council may take the following action:

1. Take no action;

2. Initiate an investigation of the allegations before considering any discipline identified in this Resolution; or

3. Based upon substantive evidence, take one of the disciplinary actions identified in this Resolution.

4. Nothing in this policy precludes individual City Council Members from making public statements regarding alleged conduct.

D. In addition to any other remedy provided by applicable law, the City Council may undertake one or more of the following actions after finding a violation of this Resolution occurred:

1. Admonition. This is the least severe form of action. An admonition may typically be directed to all members of the City Council, reminding them that a particular type of behavior is in violation of law or City policy. An admonition may be issued by the City Council before any findings of fact regarding allegations, and because it is a warning or reminder, would not necessarily require an investigation or separate hearings to determine whether the allegation is true.

2. Sanction. This is the next most severe form of action. Sanction may be directed to a particular member of the City Council based on a particular action (or set of actions) that is determined to be in violation of law or City policy. A sanction is distinguished from censure in that it is not a punishment. A sanction may be issued based upon City Council review and consideration of a written allegation of a policy violation. The member accused of a violation will have an opportunity to provide a written response to the allegation. A sanction may be issued by the City Council and because it is not punishment or discipline, would not necessarily require an investigation or separate hearings.

3. Censure. Censure is the most severe form of action. Censure is a formal statement of the City Council officially reprimanding one of its members. It is a punitive action, which serves as a penalty

imposed for wrongdoing, but it carries no fine or suspension of the rights of the member as an elected official. Censure should be used for cases in which the City Council determines that the violation of law or policy is a serious offense. To protect the overriding right to freedom of speech, the City Council cannot impose censure on any of its members for the exercise of his or her First Amendment rights, no matter how distasteful the expression was to the City Council and the City. However, nothing can be construed to prohibit the City Council from collectively condemning and expressing their strong disapprobation of such remarks. A decision to censure requires the adoption of a Resolution making findings with regard to the specific charges, based on substantial evidence, and approved by a two-thirds vote of the City Council.

SECTION 9: **Amendment/Suspension**. The City Council may amend or suspend these rules at any time upon majority vote of the City Council.

SECTION 10: **Amendments to Existing Policies**. Any existing policies – whether adopted by resolution or otherwise – governing the subject matter in this Resolution are amended to conform with this Resolution. Nothing in this Resolution is intended to, nor does it, supersede the City's most recently adopted Conflict of Interest Code.

SECTION 11: **Authority**. The City Manager, or designee, is authorized to reproduce all City Council policies and procedures including, without limitation, this Resolution and its exhibits, in an appropriate font, form, and presentation (e.g., booklet format) for ease of use.

SECTION 12: **Electronic Signatures**. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 13: **Effectiveness**. This Resolution will become effective immediately upon adoption.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MONTEREY PARK THIS _____ OF _____ 2020.

_____

Hans Liang, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

Karl H. Berger, Assistant City Attorney

Exhibits:

Exhibit A – Healthy Workplace Environment
Exhibit B – Ex parte Communication Policy

EXHIBIT A

MY COMMITMENT TO A HEALTHY WORK ENVIRONMENT

As a Public Official of the City of Monterey Park, I am committed to the creation and support of a healthy work environment for all Public Officials and City Employees.

I understand that positive, professional communications are critical to a healthy work environment and positive morale.

I commit to hold myself accountable to adhere to the Code of Conduct as adopted by Resolution No. XXX on August XX, 2020 and demonstrate professional communications with all Public Officials, employees, residents, businesses and customers of the City of Monterey Park.

If at any time it is brought to my attention that my behavior is not professional, I agree to listen to the feedback and commit to work on improving the issue brought to my attention.

I understand that on-going negative communications are unacceptable.

I commit to bring issues of un-professional communication to the attention of fellow Public Officials in a constructive manner.

Signature / Title Date

EXHIBIT B

EX PARTE COMMUNICATION POLICY

Ex parte communication is evidence gathering that takes place outside of a properly noticed, quasi-judicial hearing. *Ex parte* communications include the transmission, receipt or exchange of oral, written or graphic information relevant to the merits of an adjudicatory or quasi-judicial proceeding. *Ex parte* communications also include any other type of sensory communication that can convey visual or auditory information. For example, the visual inspection of the site of a proposed project can reveal a great deal of information about the site that may not otherwise be evident from the materials otherwise available to the parties and the public in the administrative record.

1. Disclosure of *ex parte* communications is critical to ensure due process in quasi-judicial proceedings.

In the context of adjudicatory or quasi-judicial proceedings, the guarantee of procedural due process is of paramount concern. A fair hearing before an impartial decisionmaker is a fundamental component of due process. Due process requires the decisionmakers to act only upon evidence that has been introduced during the course of an adjudicatory hearing and prohibits decisionmakers from acting on their own information. Stated differently, the decisionmaking body must consider only the oral and documented evidence presented at the hearing by staff, the interested parties, and other interested individuals and groups. The body must then make its decision solely on the basis of evidence in the record of proceedings. When a decisionmaker uses (*i.e.*, relies upon or is influenced by) "evidence" outside of the record, there is a denial of a fair hearing "because, as to that 'evidence,' there has been no hearing at all, for the disadvantaged party has not been heard."

The right to a hearing before an administrative tribunal would be meaningless if the tribunal were permitted to base its determination upon information received without the knowledge of the parties. A fair hearing requires that the parties be apprised of all the evidence known to each of the decision makers so that the party may have the opportunity to refute, test, and explain it before deliberations begin and a decision is made. Consequently, the detailed disclosure of all *ex parte* communications is necessary to avoid a due process violation. Detailed disclosure also aids in preserving the due process requirement of an unbiased tribunal and the related public interest in avoiding the appearance of bias on the part of public decisionmakers.

2. The types of *ex parte* communications that must be disclosed.

Information that is evidentiary in nature and acquired through *ex parte* communications must be disclosed if that same information is not already set forth in the administrative record and available to the parties and the public. Information is evidentiary in nature if it is considered by the decisionmaker for its bearing on the issues and his or her ultimate

decision on matter. Casual, non-substantive communications that do not bear on the ultimate decision do not potentially violate due process and, accordingly, do not need to be disclosed. For example, a constituent approaching a councilmember and expressing support or opposition for a particular project does not raise due process concerns if the constituent's expression is not accompanied by factual information that may influence the councilmember's decision-making process.

3. Recordkeeping requirements.

Presently, there is no legal requirement that you maintain written records of *ex parte* communications. However, it is strongly recommended that, to the extent feasible, you keep contemporaneous notes of the substance of all relevant *ex parte* communications, including the content of the communication, the names of those involved, and the date, time and place of the communication. Creating and maintaining contemporaneous notes of *ex parte* communications helps guard against forgetfulness and the resulting inadvertent failure to disclose. Keeping notes also helps ensure that the disclosure is thorough, *i.e.*, that all relevant aspects of the communication are disclosed.

4. Timing, form and substance of disclosures.

Disclosure of *ex parte* communications should be detailed and complete. The substance of the information communicated, the name of the source, and the date, time and place of the communication should all be disclosed. If you wrote notes summarizing the details of *ex parte* communications and you choose to use those notes to refresh your recollection during a hearing, you will need to produce a photocopy of your notes and give them to the recording secretary for inclusion in the administrative record. Disclosure must occur before the public comment period is opened at the subject hearing. Ideally, *ex parte* disclosures are made by each decisionmaker immediately after the staff presentation on the item is complete. This way, the interested parties and the public are given all of the relevant information and evidence at the same time and, in the event of a subsequent legal challenge, it will be easily located in the administrative record of the proceedings.

5. Obligation to refrain from *ex parte* communications after close of the public hearing and before final action is taken.

There can be no *ex parte* communications during the period between the closing of a public hearing and the final decision. This situation usually arises when the decisionmaking body closes the public hearing and then directs its staff to prepare written findings to bring back for consideration at a subsequent meeting. During this interim period, each decisionmaker must take care to avoid *ex parte* communications and must reject attempts by others to make *ex parte* contact with them on the subject matter of the closed hearing. Any decisionmaker who engages in *ex parte* communications or who comes into possession of new information or evidence during this interim period should immediately inform the City Attorney so that proper steps can be taken to preserve the integrity of the process.

City Council Staff Report

DATE: August 5, 2020

AGENDA ITEM NO: **Consent Calendar Agenda Item 3-A**

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk

SUBJECT: Minutes

RECOMMENDATION:

It is recommended that the City Council and the City Council (acting on behalf of the Successor Agency)

(1) Approve the minutes from the Joint regular and special meeting of May 20, 2020 and the special meeting of May 26, 2020 and May 27, 2020; and

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

EXECUTIVE SUMMARY:

None.

BACKGROUND:

None.

FISCAL IMPACT:

None.

Respectfully submitted,

Vincent D. Chang
City Clerk

Prepared by:

Henry Lu
Minutes Clerk

Approved By:

Ron Bow
City Manager

Attachments: Minutes

ATTACHMENT 1
Minutes

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
JOINT SPECIAL AND REGULAR MEETING
MAY 20, 2020

The City Council of the City of Monterey Park held a Joint Special and Regular Teleconference Meeting on Wednesday, May 20, 2020 at 5:30 p.m. and 7:00 p.m. respectively. The joint special and regular meetings were conducted pursuant to Section 3 of Executive Order No. N-29-20 issued on March 17, 2020. Accordingly, Council Members were provided a meeting login number and conference call number and were not physically present at Council Chambers.

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

PUBLIC PARTICIPATION

In accordance with Executive Order No. N-29-20 and guidance from the California Department of Public Health on gatherings, remote public participation was allowed in the following ways:

Participants were encouraged to join the meeting 30 minutes before the start of the meeting.

Public comment was accepted via email to mpclerk@montereypark.ca.gov during the meeting, before the close of public comment, and read into the record during public comment, when feasible. We request that written communications be limited to not more than 50 words.

Public comment may be submitted via telephone during the meeting, before the close of public comment, by calling (888) 788-0099 or (877) 853-5247 and entering Zoom Meeting ID: 927 5825 6582 then press pound (#). When prompted to enter participation ID number press pound (#) again. If participants would like to make a public comment they will enter "*9" then the Clerk's office will be notified and you will be in the rotation to make a public comment.

The public may also 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.

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

CALL TO ORDER:
Mayor Liang called the meeting to order at 5:32 p.m.

ROLL CALL:
City Clerk Vincent Chang called the roll:
Council Members Present: Peter Chan, Hans Liang, Henry Lo, Fred Sornoso, Yvonne Yiu
Council Members Absent: None

ALSO PRESENT: City Manager Ron Bow, Assistant City Attorney Karl Berger, City Treasurer Joseph Leon, Fire Chief Matt Hallock, Police Chief Kelly Gordon, Director of Public Works Mark McAvoy, Director of Management Services Martha Garcia, Director of Recreation & Community Services Inez Alvarez, Interim Director of Human Resources Danielle Tellez, City Librarian Diana Garcia, Senior Librarian Reference Deborah Niblick, Deputy City Clerk Cindy Trang, Assistant Deputy City Clerk Helena Cho, Housing Consultant Debbie Sottek

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS
None.

ORAL AND WRITTEN COMMUNICATIONS

- City Clerk Chang received, filed, and read into the record 27 written communications regarding Project Room Key. 9 written communications were in opposition: Philip Choy, Manqin He, Tom Tan, David Tan, grntechsolution@gmail.com, Andrew Ying, Michelle Wang, Tracy Ou, Gary Lau; 4 written communications were neutral: Tina Lau, Xiaobing Liu, Andrew Ying, Eric Tsai; and 14 written communications were in support: Leslie Chang, Philip Chang, Tara Kwan, Eric Sunada, Chapman Clark, Chris Olson, Calvin Truong, Anthony Manousos, Michelle Freridge, Teresa Eilers, Steve Rivera, Ethan Nguyen, Thomas Wong, and Jennifer Tang.

- Deputy City Clerk Trang received, filed, and forwarded 3 written communications from Noel Lora, Florencio Briones, and Donna Sider in support of Project Room Key.

- Deputy City Clerk Trang received, filed, and read into the record a 12 written communications. 1 written communication from Hong Ling who requested City Council place Project Room Key onto the June 3, 2020 City Council Meeting for discussion and 11 written communications that stated they support of Project Room Key: Barbara Ngai, Calvin Chan, Arturo Urista, Alicia Brossy de Dios, Daniela Urista, Edith Gonzalez, Donna Sider, Maria Elena Diaz, Sonja Berndt, Irma Gorrocino, and Theo Urista.

- Teresa Real Sebastian requested for clarification about Project Room Key and urged the Council to place Project Room Key for discussion on a future agenda to inform the residents. She asked when the City was first notified of Project Room Key coming to Monterey Park.

- Gavin stated that he is not against Project Room Key but that they are concerned about the location. He requested the Council to place Project Room Key on a future agenda and to discuss possible measures to prevent it from becoming permanent.

- Jennifer Tang stated that she supports Project Room Key and commended Council for addressing misinformation. She stated that the project supports the people in our community.

- Caller with the phone number ending in 985, resident of Monterey Park, stated that there is a petition against Project Room Key with more than a thousand signatures. She stated that she is worried about what would happen after June 30 when the project ends. She urged the City to have a public hearing to inform residents on the future of this project.

- Maria Elena Diaz stated that she commends the City for supporting Project Room Key. She stated that individuals who are being placed in the hotels are vetted and screen for COVID-19 and recommended everyone to visit the LA County's website to get informed.

- Danny Woo, resident of Monterey Park, stated that he supports Project Room Key and shared his experience regarding homelessness. He stated that Project Room Key can help those in need.

- Quan Yang, 25-year resident, stated that she is not against Project Room Key but would like to have Project Room Key on a future agenda for discussion. She stated the City should prohibit extension of the 90-day agreement contract and that the City should have a plan to avoid the hotel from becoming a permanent homeless shelter.

- Lei Duan, resident for more than 10 years, voiced her concern that the City should have informed the residents regarding Project Room Key. She stated she hopes the Council can place Project Room Key on a future agenda for discussion.

- Andrew Ying stated that he hopes Project Room Key can be placed on a future agenda for discussion.

- Kathy Ko voiced her support of Project Room Key. She stated she is proud to tell strangers and friends that Monterey Park is doing an outstanding job of ordering a temporary housing project to protect the people of our community.

- Edith Gonzalez expressed her support of Project Room Key and urged residents to get the facts regarding Project Room Key. She stated that Governor Newsom declared Project Room Key to be essential to the health and welfare of California residents.

- Grace Young stated that that she supports Project Room Key. She was interested to know what percentage of the Monterey Park community has been impacted during this pandemic.

- James Song, 20 year resident, expressed his concern about selling Lincoln Hotel and Garvey Inn to the Los Angeles County as a permanent homeless shelter. He informed the City Council that he emailed an appeal letter regarding Project Room Key and requested Monterey Park to respond.

- Deputy City Clerk Trang received, filed, and read into the record a written communication from Dora Leung requesting for an Ordinance limiting rate charged by 3rd party delivery apps.

- Teresa Eilers voiced her support for Project Room Key. She stated that it is a Statewide Ordinance and that everyone that is placed in Project Room Key in the Monterey Park locations are from the San Gabriel Valley.

- Felix conveyed his support of Project Room Key. He communicated that homelessness and housing shortages are a regional problem. He said that we are all safer and healthier when everybody has a roof over their head.

- Gina Casillas inquired if the facility for Project Room Key will become a permanent shelter after the 90 days.

- Calvin stated his opposition of Project Room Key and inquired about an exit strategy stating that the County does not have a plan.

The City Council recessed to Closed Session at 7:58 p.m.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Mary C. Perez and Does 1-12. 229 E. Markland, Monterey Park, CA

This item was heard after Agenda Item No. 1A.

The City Council reconvened from Closed Session at 8:32 p.m. with all Council Members present. No reportable action taken in Closed Session

RECONVENE TO OPEN SESSION

1. PRESENTATION

1A. MONTEREY PARK COVID-19 RECOVERY

Police Chief Gordon and Fire Chief Hallock presented a COVID-19 Recovery and Return to Work Plan.

This item was heard after Oral and Written Communications.

Action Taken: By consensus, the City Council directed staff to agendize Project Room Key on a future Council agenda for discussion.

2. OLD BUSINESS

2A. AUDITING SERVICES AGREEMENT – AWARD OF CONTRACT EXTENSION

The City signed a five-year contract (three years plus two optional years) with public accounting firm White Nelson Diehl Evans, LLP (WNDE) on April 20, 2016 for audit services of fiscal years 2016 to 2020 (Attachment 1 to the staff report). The current contract will expire end of the current fiscal year, with fiscal year 2020's audit as their last year of service. WNDE is an audit firm with good reputation, and it has conducted the City's audits diligently for the past four years.

Due to the ongoing COVID-19 pandemic and the City's enterprise resource planning (ERP) system implementation, staff believes keeping the same audit firm longer for the City would be cost effective and would promote stability and continuity. Staff requested WNDE to submit a proposal to extend its audit services to the City for two additional years. The original proposed contract extension terms and prices are consistent to the original contract and included a 3% annual price increases. Per City's request, WNDE agreed to keep the annual contract price for 2021 and 2022 unchanged from 2020 at $49,955 (Attachment 2 to the staff report).

This item was heard after Closed Session.

Action Taken: The City Council awarded a two-year contract extension of the City's auditing services to the City's current audit service provider, White Nelson Diehl Evans LLP (WNDE), a certified public accounting and consulting firm, and authorized the City Manager to execute an agreement amendment for the two-year extension, in a form approved by the City Attorney.

Motion: Moved by Mayor Pro Tem Chan and seconded by Council Member Yiu

Ayes:	Council Members:	Yiu, Lo, Sornoso, Chan, Liang
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None

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

Matters listed under consent calendar are considered to be routine, ongoing business and are enacted by one motion unless specified.

Action Taken: The City Council and the City Council, acting on behalf of the Successor Agency, approved and adopted Items Nos. 3B and 3C on Consent Calendar, excluding Items Nos. 3A, 3D, 3E, and 3F which were pulled for discussion and separate motion, reading resolutions and ordinances by the title only and waiving further reading thereof.

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

Ayes:	Council Members:	Yiu, Lo, Sornoso, Chan, Liang
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None

3A. MONTHLY INVESTMENT REPORT – APRIL 2020

As of April 30, 2020, invested funds for the City of Monterey Park is $91,763,906.18.

Action Taken: The City Council received and filed the monthly investment report.

Motion: Moved by Council Member Sornoso and seconded by Mayor Pro Tem Chan motion carried by the following vote:

Ayes:	Council Members:	Yiu, Lo, Sornoso, Chan, Liang
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None

3B. MINUTES

Approve the minutes from the regular meeting of April 15, 2020 and the special meeting of April 15, 2020.

Action Taken: The City Council approved the minutes from the regular meeting of April 15, 2020 and the special meeting of April 15, 2020 on Consent Calendar.

3C. WAIVE SECOND READING AND ADOPT AN ORDINANCE AUTHORIZING DIGITAL AND ELECTRONIC SIGNATURES FOR ALL CITY DOCUMENTS

The ordinance was introduced on May 6, 2020. At that meeting, the City Council conducted the first reading. The staff report from the May 6, 2020 meeting is attached to the staff report for reference. Second reading and adoption of this ordinance is recommended; if adopted, the ordinance will take effect in 30 days.

Action Taken: The City Council waived the second reading and adopted Ordinance No. 2172 authorizing digital and electronic signatures for all City documents on Consent Calendar.

Ordinance No. 2172, entitled:
AN UNCODIFIED ORDINANCE AUTHORIZING DIGITAL AND ELECTRONIC SIGNATURES FOR OFFICIAL CITY DOCUMENTS

3D. WAIVE FURTHER READING AND ADOPT AN ORDINANCE AMENDING THE GARFIELD VILLAGE SPECIFIC PLAN (SPA-19-01) AND ZONE CHANGE (ZC-19-01) TO CHANGE THE ZONING FROM GVN-S TO GVC-S TO ALLOW FOR THE RECONSTRUCTION OF AN EXISTING SERVICE STATION (ARCO) AND CONSTRUCTION OF NEW 24-HOUR-DRIVE-THROUGH COFFESS SHOP AT 2425 AND 2439 SOUTH GARFIELD AVENUE

The ordinance was introduced at the May 6, 2020 City Council meeting. At that meeting, the City Council conducted the first reading. The staff report from the May 6, 2020 meeting is attached to the staff report for reference. Second reading and adoption of this ordinance is recommended; the ordinance takes effect in 30 days.

Public Speakers:

- Tammy Louie, resident of Monterey Park, voiced her concerns about the Starbucks 24-hour conditions. She stated that it is not an appropriate condition for the area and that there is no indoor seating. She requested for Council to reconsider their decision.

- Gina Casillas stated that the Starbucks plan does not compliment the architect of the neighborhood. She stated in her opinion that the project is a zone change and would require an amendment to the Garfield Village Specific Plan. Ms. Casillas said that the project does not qualify for class 32 CEQA (California Environmental Quality Act) exemption. She said that if the project is approved tonight it will open the City up for litigations.

- Rafael Casillas voiced his concerns about the traffic impact to the community and neighborhood. He said that per MPMC Section 21.10.004, no drive through aisle shall exit onto public right-of-way which is an alley. He requested that Council put residents ahead of corporations and that the Council should consider a moratorium on all drive-through restaurants or businesses until the matter can be looked at closely.

- Teresa Real Sebastian stated that this Starbucks has no indoor seating and that the project mentioned 1,300 cars will be the expected toll every day. She spoke about security issues and requested that the City Council consider the residents and to include their concerns before making a decision.

- City Clerk Chang received, filed, and read into the record 5 written communications from the Chan Family, Sky S, Andy Tsang, Terree Walton, and Doris Tsai requesting for Council to change the plans for Starbucks to include indoor seating and no drive-through.

Action Taken: The City Council waived second reading and adopted Ordinance No. 2173 amending the zoning map (ZC-19-01) and Garfield Village Specific Plan (SPA-19-01).

Motion: Moved by Mayor Liang and seconded by Mayor Pro Tem Chan motion carried by the following vote:

Ayes:	Council Members:	Yiu, Lo, Chan, Liang
Noes:	Council Members:	Sornoso
Absent:	Council Members:	None
Abstain:	Council Members:	None

Ordinance No. 2173, entitled:
AN ORDINANCE AMENDING THE ZONING MAP (ZC-19-01) AND GARFIELD VILLAGE SPECIFIC PLAN (SPA-19-01) TO CHANGE THE ZONE AT 2425 AND 2439 SOUTH GARFIELD AVENUE FROM GVN-S TO GVC-S TO ALLOW THE RECONSTRUCTION OF AN EXISTING SERVICE STATION AND CONSTRUCTION OF A NEW 24-HOUR COFFEE SHOP WITH A DRIVE-THROUGH

3E. ACCEPTANCE OF URBAN SEARCH AND RESCUE (USAR) VEHICLE TRANSFER FROM THE CITY OF SAN GABRIEL

In 2017, the Monterey Park Fire Department began operating and maintain the USAR Truck which was transferred from the City of San Gabriel. Because the USAR Truck was purchased through the State Homeland Security Grant Program ("SHSP"), transferring title to the USAR Truck from San Gabriel to Monterey Park requires action by the cities' respective City Councils. On April 21, 2020, the San Gabriel City Council authorized the transfer; it is now desirable for the Monterey Park City Council to accept USAR Truck transfer. An agreement memorializing that transfer was negotiated, and approved as to form, between the cities' respective City Attorneys.

Action Taken: The City Council accepted a USAR purchased Heavy Rescue Truck & Accessory Equipment ("USAR Truck") from the City of San Gabriel.

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

Ayes:	Council Members:	Yiu, Lo, Sornoso, Chan, Liang
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None

3F. DEMOLITION & RECONSTRUCTION OF FIRE STATION 62 SPECIFICATION NO. 2019-004 – TERMINATE CONTRACT, WAIVE BIDDING, AUTHORIZE CITY MANAGER TO UTILIZE INFORMAL BID PROCEDURES

On November 7, 2018, the City Council adopted a resolution approving the design and specifications for the Fire Station 62 Demolition and Reconstruction Project and authorized staff to solicit bids. On December 18, 2019, City Council awarded a contract to Klassic Engineering & Construction Inc., the apparent lowest responsible bidder, in the amount of $5,397,101 and authorized a 3% contingency for a total project cost of $5,556,100. Due to non-performance on the contract, staff recommends terminating the contractor's control over the project and moving forward with a different contractor following a procurement process utilizing MPMC Chapter 3.100.

Public Speakers:

- Deputy City Clerk Trang received, filed, and forwarded a written communication from Construction Industry Force Account.

- Rafael Casillas stated that per public contract code there are bond requirements to go through to get the contractor to be more responsible and responsive. He stated that trying to utilize an informal emergency only type of process to go out for bid will open the City to liabilities.

Action Taken: The City Council (1) directed the City Manager to terminate Klassic Engineering & Construction, Inc.'s control over contract No. 2158-A (in the amount of $5,397,101) for the Demolition and reconstruction of Fire Station 62, due to non-performance; (2) adopted resolution No. 12157 declaring an emergency and authorizing contracting without formal bidding pursuant to Public Contracts Code § 22050; and (3) authorized the City Manager to execute a standard public works contract, in a form approved with the City Attorney, in accordance with Resolution No. 12157 and after utilizing informal bidding procedures in MPMC Chapter 3.100 to select a contractor(s) to perform the demolition and reconstruction of Fire Station 62, utilizing the existing budgeted funds for the project which total $5,556,100, including change orders and contingency as required and within available funds.

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

Ayes:	Council Members:	Lo, Sornoso, Chan, Liang
Noes:	Council Members:	Yiu
Absent:	Council Members:	None
Abstain:	Council Members:	None

Resolution No. 12157, entitled:
A RESOLUTION ADOPTED PURSUANT TO PUBLIC CONTRACTS CODE § 20168 FINDING THAT AN EMERGENCY EXISTS WITHIN THE CITY AND AUTHORIZING CONTRACTING WITHOUT THE NEED FOR BIDDING PURSUANT TO § 22050 AND MONTEREY PARK MUNICIPAL CODE ("MPMC") CHAPTER 2.52

RECESSED AND RECONVENED
The City Council recessed at 10:13 p.m. and reconvened with all Council Members present at 10:19 p.m.

4. PUBLIC HEARING

4A. CONSIDER THE PROPOSED SUBSTANTIAL AMENDMENTS TO THE CITIZEN PARTICIPATION PLAN, FY 2015-2019 CONSOLIDATED PLAN, AND FY 2017, 2018 AND 2019 ANNUAL ACTION PLANS

The Coronavirus Aid, Relief and Economic Security Act (CARES Act) made $390,757 available to the City in supplemental Community Development Block Grant (CDBG) funds to prevent, prepare for, and respond to coronavirus (CDBG-

CV). Additionally, the CARES Act provides flexibilities that make it easier to use Home Investment Partnerships (HOME) Program funds which total $329,606, and CDBG-CV funds, FY 2019 and FY 2020 CDBG funds which total $750,318.53 for coronavirus response. These grants provide a total of $1,470,681 to the City of Monterey Park to use for eligible activities related to coronavirus economic recovery for businesses and residents.

Action Taken: The City Council (1) opened the public hearing at 10:19 p.m. to receive testimonial and documentary evidence, noting there being no speakers closed the public hearing at 10:35 p.m.; (2) approved the proposed Substantial Amendments to the Citizen Participation Plan, FY 2015-2019 Consolidated Plan, and 2019 Annual Action Plan; (3) authorized the City Manager, or designee, to execute and submit the necessary documents related to the Substantial Amendments to the Citizen Participation Plan, FY 2015-2019 Consolidated Plan and 2019 Annual Action Plan to HUD for its review and approval; (4) approved the proposed Substantial Amendments to the FY 2017 Annual Action Plan; and (5) authorized the City Manger, or designee, to execute and submit the necessary documents related to the FY 2017 Annual Action Plan to HUD for its review and approval upon the completion of the 30-day public review period.

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

Ayes:	Council Members:	Yiu, Lo, Sornoso, Chan, Liang
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None

5. NEW BUSINESS

5A. CONSIDERATION OF AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE § 14.12.185 AND A RESOLUTION SETTING THE DISCOUNT RATE FOR THE LIFELINE PROGRAM, ESTABLISHED BY MONTEREY PARK MUNICIPAL CODE § 14.12.185

Monterey Park Municipal Code § 14.12.185 authorizes the City Council to establish by resolution a Lifeline water rate for domestic water customers who meet certain income eligibility criteria. MPMC § 14.12.185, however, does not provide a formula for calculating either the eligible ceiling, income threshold or the discount rate; the proposed Ordinance would do all three.

The City's Lifeline water rate was last reviewed in 2014 and currently provides Program participants with a 45% discount for water meter, sewer and solid waste charges. It is unclear, however, how the City calculated this discount, how individuals qualified for it, or how the City paid for it.

The attached Resolution to the staff report proposes to apply the discount rate as a flat dollar amount, which will be subtracted from the monthly bill. Criteria for calculating the flat dollar amount include consideration of the interest revenue anticipated by the City budget for the City's water operating fund; the number of customers qualified to participate in the Lifeline program; and the current residential water rates and charges.

CEQA (California Environmental Quality Act):
The Ordinance and Resolution are exempt from additional review under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq.*) because they establish rules and procedures in compliance with recently-enacted State law; do not involve any commitment to a specific project which could result in a potentially significant physical impact on the environment; and constitute an administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, the Ordinance and Resolution do not constitute a "project" that require environmental review (see specifically CEQA Guidelines § 15378(b)(2, 5).

Action Taken: The City Council introduced and waived first reading of an ordinance amending MPMC § 14.12.185 to establish the discount rate and eligibility criteria for participation in the City's Lifeline program and adopted Resolution No. 12158 setting the discount rate for the Lifeline program.

Motion: Moved by Mayor Pro Tem Chan and seconded by Mayor Liang motion carried by the following vote:

Ayes:	Council Members:	Yiu, Lo, Sornoso, Chan, Liang
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None

Ordinance, 1st Reading, entitled:
AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE § 14.12.185 TO ESTABLISH THE DISCOUNT RATE AND ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE CITY'S LIFELINE PROGRAM

Resolution No. 12158, entitled:
A RESOLUTION SETTING THE DISCOUNT RATE FOR PARTICIPATION IN THE CITY'S LIFELINE PROGRAM

5B. CONSIDERATION AND INTRODUCTION OF AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL CODE RELATING TO DELINQUENT WATER BILLS AND CREATING A POLICY ON THE DISCONTINUATION OF RESIDENTIAL WATER SERVICE FOR NONPAYMENT IN COMPLIANCE WITH THE WATER SHUTOFF PROTECTION ACT (HEALTH & SAFETY CODE §§ 116900-116926)

On September 28, 2018, the Governor signed Senate Bill 998 adding §§ 116900-116926 of the Health and Safety Code. These sections require the City to create and implement a written policy regarding, among other things, termination of residential water service for nonpayment. To effectively carryout this requirement, staff is proposing to amend the Monterey Park Municipal Code ("MPMC") to create the required discontinuation policy and otherwise comply with state law.

CEQA (California Environmental Quality Act):

The proposed Ordinance is exempt from the requirements of the California Environmental Quality Act (Public Resources Code §§ 21000, et seq.; "CEQA") and CEQA Guidelines (California Code Regulations Title 14, §§ 15000, et seq.) because it does not constitute a "Project" under CEQA § 15378.

Action Taken: The City Council introduced and waived first reading of an Ordinance amending the Monterey Park Municipal Code in compliance with Health & Safety Code §§ 116900-116926 regarding residential potable water shutoff procedures as amended to change Section 3 item (d) removing "will be final" and adding "may be appealed to the City Council" and Section 12 item (e) changing "Reduction" to "correction".

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

Ayes:	Council Members:	Yiu, Lo, Sornoso, Chan, Liang
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None

5C. CONSIDERATION AND POSSIBLE ACTION TO WAIVE FIRST READING AND INTRODUCE AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL CODE GOVERNING HOTEL/MOTEL GUEST REGISTRIES

The proposed amendments to the MPMC (specifically those regulating the inspection of guest registers) are intended to address an issue identified by the federal court in *Patel v. City of Long Beach* (DC No. 2:08-cv-02806-ABC-VBK) and *Patel v. City of Los Angeles* (9th Cir., 2013) 738 F.3d 1058.

Recommendation: (1) Waive first reading and introduce a draft Ordinance amending the Monterey Park Municipal Code ("MPMC") regulating guest registries; or (2) Alternatively, discussing and taking such additional, related, action that may be desirable.

Draft Ordinance, entitled:
AN ORDINANCE ADDING CHAPTER 5.88 TO THE MONTEREY PARK MUNICIPAL CODE TO CLARIFY WHEN HOTEL OPERATORS MUST DISCLOSE GUEST REGISTRIES TO LAW ENFORCEMENT OFFICIALS

Action Taken: By consensus, the City Council continued the agenda item to the June 3, 2020 City Council Meeting.

5D. CONSIDERATION OF AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE ("MPMC") BY ADDING CHAPTER 16.37 ENTITLED "PERMIT PROCESS FOR ELECTRIC VEHICLE CHARGING STATIONS"

If adopted, the Ordinance would add regulations to the Monterey Park Municipal Code ("MPMC") establishing a streamlined permitting process for electric vehicle charging stations to be consistent with California law.

CEQA (California Environmental Quality Act):

The proposed Ordinance is exempt from additional review under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., "CEQA" and CEQA Guidelines (14 California Code of Regulations §§ 15000, et seq.) because it establishes rules and procedures in compliance with recently-enacted State law; does not involve any commitment to a specific project which could result in a potentially significant physical impact on the environment; and constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, the Ordinance does not constitute a "project" that requires environmental review (see specifically CEQA Guidelines § 15378(b)(2, 5).

Recommendation: (1) Introducing and waiving first reading of an ordinance adding Chapter 16.37 entitled "Permit Process for Electric Vehicle Charging Stations"; and/or (2) Taking such additional, related, action that may be desirable.

Draft Ordinance, entitled:
AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL CODE ("MPMC") BY ADDING CHAPTER 16.37 ENTITLED "PERMIT PROCESS FOR ELECTRIC VEHICLE CHARGING STATIONS."

Action Taken: By consensus, the City Council continued the agenda item to the June 3, 2020 City Council Meeting.

5E. SOCIAL MEDIA POLICY; ELECTRONIC COMMUNICATION RETENTION AND PURGING POLICY

Staff believes it prudent for the City Council to adopt a Social Media Policy to help ensure compliance with applicable law and allow for the establishment of official City accounts to improve communication with the public.

Additionally, following a decision made by the California Supreme Court in 2017, the City Clerk's office worked with the City Attorney's office to draft proposed amendment to the City's existing electronic communications policy. Staff recommends City Council adopt a Social Media Policy and amend the City's retention policy as to electronic communications.

Recommendation: (1) Adopt a Resolution establishing a Social Media Policy and a Resolution amending the City's retention policy as to electronic communications; (2) Authorize the City Manager to execute an agreement with a social media archiving service vendor, in a form approved by the City Attorney; and (3) Take such additional, related, action that may be desirable.

Draft Resolution, entitled:
A RESOLUTION ESTABLISHING POLICIES AND PROCEDURES FOR UTILIZING SOCIAL MEDIA (THE "SOCIAL MEDIA POLICY")

Action Taken: By consensus, the City Council continued the agenda item to the June 3, 2020 City Council Meeting.

6. COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Agenda Items Nos. 6A, 6B, and 6C were heard together and adopted under one motion.

Action Taken: The City Council adopted Resolution Nos. 12159, 12160, and 12161.

Motion: Moved by Mayor Liang and seconded by Mayor Pro Tem Chan motion carried by the following vote:

Ayes:	Council Members:	Yiu, Lo, Sornoso, Chan, Liang
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None

6A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING THE MONTH OF MAY 2020 AS ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH AND CONDEMNING ANTI-ASIAN RACISM AND XENOPHOBIA RESULTING FROM THE COVID-19 PANDEMIC (REQUESTED BY COUNCIL MEMBER LO)

Action Taken: The City Council adopted Resolution No. 12159 of the City Council of the City of Monterey Park declaring the month of May 2020 as Asian American and Pacific Islander Heritage Month and condemning anti-Asian racism and xenophobia resulting from the COVID-19 Pandemic. Motion taken with Agenda Items 6B and 6C.

Resolution No. 12159, entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING THE MONTH OF MAY 2020 AS ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH AND CONDEMNING ANTI-ASIAN RACISM AND XENOPHOBIA RESULTING FROM THE COVID-19 PANDEMIC

6B. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING MAY 2020, MENTAL HEALTH AWARENESS MONTH IN MONTEREY PARK (REQUESTED BY COUNCIL MEMBER LO)

Action Taken: The City Council adopted Resolution No. 12160 of the City Council of the City of Monterey Park declaring May 2020, Mental Health Awareness Month in Monterey Park. Motion taken with Agenda Items Nos. 6A and 6C.

Resolution No. 12160, entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING MAY 2020, MENTAL HEALTH AWARENESS MONTH IN MONTEREY PARK

6C. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING THE MONTH OF MAY AS NATIONAL BIKE AND NATIONAL BICYCLE SAFETY MONTH (REQUESTED BY COUNCIL MEMBER LO)

Action Taken: The City Council adopted Resolution No. 12161 of the City Council of the City of Monterey Park declaring the month of May as National Bike and National Bicycle Safety Month. Motion taken with Agenda Items Nos. 6A and 6B.

Resolution No. 12161, entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING THE MONTH OF MAY AS NATIONAL BIKE AND NATIONAL BICYCLE SAFETY MONTH

EXTENSION OF COUNCIL MEETING

Action Taken: The City Council extended the council meeting to 11:20 p.m.

Motion: Moved by Mayor Liang and seconded by Mayor Pro Tem Chan motion carried by the following vote:

Ayes:	Council Members:	Yiu, Lo, Sornoso, Chan, Liang
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None

COUNCIL COMMUNICATIONS

Council Member Yiu stated that she is looking forward to the Budget Meeting.

Council Member Lo stated that he is looking forward to the Budget Meeting and requested LGBT (Lesbian Gay Bisexual and Transgender) Pride Month for the month of June and requested to adjourn in the memory of Ng Mei Tim the mother of Greater Monterey Park Chamber of Commerce president Dora Leung.

Council Member Sornoso stated that residents are confused about the City Council Meeting start time and requested for Council Meetings to go back to a start time of 7:00 p.m.

Mayor Pro Tem Chan appointed Dora Leung to Economic Development Advisory Commission. He gave his condolences to the passing of her mother.

Mayor Liang wished everyone a Happy Memorial Day.

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

None.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned in the memory of the Ng Mei Tim, the mother of the President of the Greater Monterey Park Chamber of Commerce Dora Leung at 11:16 p.m.

_____

Vincent D. Chang
City Clerk

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
MAY 26, 2020

The City Council of the City of Monterey Park held a Special Teleconference Meeting on Tuesday, May 26, 2020 at 5:30 p.m. The special meeting was conducted pursuant to Section 3 of Executive Order No. N-29-20 issued on March 17, 2020. Accordingly, Council Members were provided a meeting login number and conference call number and were not physically present at Council Chambers.

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

PUBLIC PARTICIPATION

In accordance with Executive Order No. N-29-20 and guidance from the California Department of Public Health on gatherings, remote public participation was allowed in the following ways:

Participants were encouraged to join the meeting 15 minutes before the start of the meeting.

Public comment will be accepted via email to mpclerk@montereypark.ca.gov during the meeting, before the close of public comment, and read into the record during public comment, when feasible. We request that written communications be limited to not more than 50 words.

Public comment may be submitted via telephone during the meeting, before the close of public comment, by calling (888) 788-0099 or (877) 853-5247 and entering Zoom Meeting ID: 998 7825 7432 then press pound (#). If the meeting is adjourned to Wednesday, May 27, 2020, the meeting information is as follows: (888) 788-0099 or (877) 853-5247 and entering Zoom Meeting ID: 965 3570 0471 then press pound (#). If participants would like to make a public comment they will enter "*9" then the Clerk's office will be notified and you will be in the rotation to make a public comment.

The public may also 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.

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

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

ROLL CALL:
City Clerk Vincent Chang called the roll:
Council Members Present: Peter Chan, Hans Liang, Henry Lo, Fred Sornoso, Yvonne Yiu
Council Members Absent: None

ALSO PRESENT: City Manager Ron Bow, Assistant City Attorney Karl Berger, City Treasurer Joseph Leon, Fire Chief Matt Hallock, Police Chief Kelly Gordon, Director of Public Works Mark McAvoy, Director of Management Services Martha Garcia, Director of Recreation & Community Services Inez Alvarez, Interim Director of Human Resources Danielle Tellez, City Librarian Diana Garcia, Recreation and Communication Services Manager Robert Aguirre, Deputy City Clerk Cindy Trang, Assistant Deputy City Clerk Helena Cho, Senior Account Clerk April Chew

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS
None.

ORAL AND WRITTEN COMMUNICATIONS
None.

NEW BUSINESS

1. FISCAL YEAR 2020-2021 BUDGET

Consideration and possible action regarding the Fiscal Year 2020-2021 Budget. Staff will present a brief overview of policy issues, financial prospect and economic development, challenges/solutions, goals and strategies associated with the budget including, without limitation, the following matters:

- City 2020-2021 spending plan overview;
- Proposed staffing changes to reflect efficient core staffing mix;
- Goals and Objectives presented by all departments.

Council may raise other development, policy, capital project and potential budget adjustment items for consideration as part of the Budget.

Recommendation: It is recommended that the City Council consider:

(1) Receiving and filing the Preliminary Budget documentation for Fiscal Year 2020-2021; and

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

Public Speakers:

Deputy City Clerk Trang received, filed, and read into the record a written communication from David Barron. Mr. Barron stated that the Library Board has not viewed the proposed library budget and he requested the Council to reserve action until the board has input.

Discussion: The City Council engaged in a discussion regarding the budget for City Council, City Manager, City Clerk, City Treasurer, City Attorney, Management Services Department, Human Resources & Risk Management, Police Department, Fire Department, Monterey Park Bruggemeyer Library, and Recreation/Community Services Department.

Action Taken: The City Council adjourned the special meeting to Wednesday, May 27, 2020 at 5:30 p.m. via Zoom Teleconference.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 9:14 p.m. to Wednesday, May 27, 2020 at 5:30 p.m. via Zoom Teleconference.

_____

Vincent D. Chang
City Clerk

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
ADJOURNED SPECIAL MEETING
MAY 27, 2020

The City Council of the City of Monterey Park held a Adjourned Special Teleconference Meeting on Wednesday, May 27, 2020 at 5:30 p.m. The adjourned special meeting was conducted pursuant to Section 3 of Executive Order No. N-29-20 issued on March 17, 2020. Accordingly, Council Members were provided a meeting login number and conference call number and were not physically present at Council Chambers.

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

PUBLIC PARTICIPATION

In accordance with Executive Order No. N-29-20 and guidance from the California Department of Public Health on gatherings, remote public participation was allowed in the following ways:

Participants were encouraged to join the meeting 15 minutes before the start of the meeting.

Public comment was accepted via email to mpclerk@montereypark.ca.gov during the meeting, before the close of public comment, and read into the record during public comment, when feasible. We request that written communications be limited to not more than 50 words.

Public comment may be submitted via telephone during the meeting, before the close of public comment, by calling (888) 788-0099 or (877) 853-5247 and entering Zoom Meeting ID: 998 7825 7432 then press pound (#). When prompted to enter participation ID number press pound (#). If the meeting is adjourned to Wednesday, May 27, 2020, the meeting information is as follows: (888) 788-0099 or (877) 853-5247 and entering Zoom Meeting ID: 965 3570 0471 then press pound (#). If participants would like to make a public comment they will enter "*9" then the Clerk's office will be notified and you will be in the rotation to make a public comment.

The public may also 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.

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

CALL TO ORDER:
Mayor Liang called the meeting to order at 5:44 p.m.

ROLL CALL:
City Clerk Vincent Chang called the roll:
Council Members Present: Peter Chan, Hans Liang, Henry Lo, Fred Sornoso, Yvonne Yiu
Council Members Absent: None

ALSO PRESENT: City Manager Ron Bow, Assistant City Attorney Karl Berger, City Treasurer Joseph Leon, Fire Chief Matt Hallock, Police Chief Kelly Gordon, Director of Public Works Mark McAvoy, Director of Management Services Martha Garcia, Director of Recreation & Community Services Inez Alvarez, Interim Director of Human Resources Danielle Tellez, City Librarian Diana Garcia, Support Services Manager Tim Shay, Deputy City Clerk Cindy Trang, Assistant Deputy City Clerk Helena Cho

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS
None.

ORAL AND WRITTEN COMMUNICATIONS
None.

NEW BUSINESS

1. FISCAL YEAR 2020-2021 BUDGET

Consideration and possible action regarding the Fiscal Year 2020-2021 Budget. Staff will present a brief overview of policy issues, financial prospect and economic development, challenges/solutions, goals and strategies associated with the budget including, without limitation, the following matters:

- City 2020-2021 spending plan overview;
- Proposed staffing changes to reflect efficient core staffing mix;
- Goals and Objectives presented by all departments.

Council may raise other development, policy, capital project and potential budget adjustment items for consideration as part of the Budget.

Discussion: The City Council engaged in a discussion regarding the budget for, Public Works, Capital Improvement, and Non-Departmental.

Action Taken: The City Council received and filed the Preliminary Budget documentation for Fiscal Year 2020-2021. The Council directed staff to implement changes stated during the budget meetings held on May 26 and May 27, 2020, the changes are as follow: typographical error on page J4 Personnel Adopted 2019-20; verify page J7 Motor Pool Charges; remove extra "maintenance" from page N20 on the Activity; typographical error on page N26 Permanent Salaries Actual 2018-19; remove page N35 as it is a duplicate of N34; page N51 under Number of preventative maintenance services projected 2020-21 amount is 230; include $40,000 for annual cost of computer licensing, repairs and maintenance on page N69; and directed staff to verify pages J9, J12, N21, and N125 for any reporting errors; and to add a summary of cost saving measures put in place, devise a contingency plan for a 10-20% reduction in income, and provide a schedule timeline of when available funds arrive and indicate if they are secured.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 7:40 p.m.

_____

Vincent D. Chang
City Clerk

City Council Staff Report

DATE: August 5, 2020

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

TO: The Honorable Mayor and City Council

FROM: Ron Bow, City Manager

SUBJECT: Waive further reading and adopt Ordinances regarding implementing Phase II of the 2020 Monterey Park Business Recovery Program for restarting the local economy

RECOMMENDATION:

It is recommended that the City Council consider:

1. Waive second reading and adopt an ordinance implementing Phase II of the 2020 Monterey Park Business Recovery Program; or;
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Ordinance was introduced at the July 15, 2020 City Council meeting. On July 15, 2020, the City Council conducted the first reading. The original staff report (from July 15, 2020) is attached for reference. Second reading and adoption of this Ordinance is recommended; it will take effect in 30 days.

Respectfully submitted and prepared by:

Ron Bow
City Manager

Reviewed by:

Karl Berger
Assistant City Attorney

Attachments:

1. Draft Ordinance
2. July 15, 2020 Staff Report

ATTACHMENT 1
Draft Ordinance

ORDINANCE NO. ____

AN ORDINANCE ADOPTING THE 2020 MONTEREY PARK BUSINESS RECOVERY PROGRAM AND IMPLEMENTING VARIOUS TEMPORARY LAND USE REGULATIONS INCLUDING, WITHOUT LIMITATION, A NEW BUSINESS RECOVERY DEVELOPMENT AGREEMENT ZONE PURSUANT TO CITY COUNCIL DIRECTION ON JULY 1, 2020.

The City Council does ordain as follows:

SECTION 1. *Findings*. The City Council finds, determines and declares as follows:

A. On March 11, 2020, at 7:00 p.m., the City declared a state of local emergency due to the COVID-19 Pandemic (the "Emergency"). That Emergency was ratified by Resolution No. 12142, adopted March 18, 2020; extended on April 15, 2020 by Resolution No. 12151; and further extended on June 3, 2020 by Resolution No. 12164;

B. An additional local emergency was declared on May 31, 2020 related to the unrest associated with the tragic death of George Floyd in Minneapolis, MN. That emergency was ratified on June 3, 2020 by Resolution No. 12165 (also part of the "Emergency");

C. The City Council takes notice of the well-documented secondary effects of the Emergency include record-high unemployment rates, bankruptcy, and other disastrous effects upon the national, state, and local economies. It will be many months before the complete extent of this economic devastation is clarified;

D. The City Council believes that it is in the public interest for the City to implement regulations to facilitate the rapid recovery of the local economy, promote additional economic growth, and mitigate the effects of the Emergency;

E. Regulations are needed to efficiently implement development projects that will create jobs, invest in the local economy, assist in recovery, and protect the public welfare;

F. The City Manager and City Planner may recommend changes to this Ordinance – including codification within the Monterey Park Municipal Code – when it is practicable;

G. On July 1, 2020, the City Council adopted Urgency Ordinance Nos. 2177 (Planning Agency restructure) and 2178 (Non-Land Use Regulations) which implemented Phase I of the Monterey Park Business Recovery Program ("Phase I").

H. Also on July 1, 2020, the City Council directed that the temporary regulations identified in this Ordinance be considered during a noticed public hearing scheduled for July 15, 2020 as part of Phase II for the Monterey Park Business Recovery Program ("Phase II"). Together, Phase I and Phase II are collectively part of the 2020 Monterey Park Business Recovery Program.

I. The regulations adopted by this Ordinance are intended to be implemented temporarily in order to accelerate City approvals and promote local businesses. This Ordinance will be uncodified and is part of the "2020 Monterey Park Business Recovery Program."

SECTION 2. *Environmental Assessment.* This Ordinance was reviewed pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq.*, the "CEQA Guidelines"). Adopting this Ordinance is exempt from further environmental review because it establishes rules and procedures for operation of existing facilities; minor temporary use of land; minor alterations in land use; new construction of small structures; and minor structures accessory to existing commercial facilities. The Ordinance, therefore, is categorically exempt from further CEQA review under CEQA Guidelines §§ 15301; 15303, 15304(e); 15305; and 15311. Further, the adopting the ordinance is also exempt from review under CEQA pursuant to CEQA Guidelines § 15061(b)(3) because the ordinance is for general policies and procedure-making. It can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment. Individual projects utilizing the 2020 Monterey Park Business Recovery Program will each be separately subject to an environmental assessment. Finally, this Ordinance is exempt from further review pursuant to CEQA Guidelines § 15269(a) because the protection of public and private property is necessary to maintain service essential to the public, health and welfare.[1]

SECTION 3. *Zoning Findings.* Pursuant to Ordinance No. 2177 and MPMC § 21.38.050, the City Council finds that the changes implemented by this Ordinance will promote public health, safety and general welfare by, among other things, encouraging the most appropriate use of land, and conservation and stabilization of property value, all in accordance with the General Plan. The proposed changes to the MPMC do not affect any particular property. Rather, they are of citywide application and are intended to enhance property values while balancing property rights. The changes implemented by this Ordinance will streamline the development process and will contribute to the City's commitment of being business friendly.

SECTION 4. *General Plan Findings.* Pursuant to Government Code § 65860 and Ordinance No. 2177, the changes implemented by this Ordinance are consistent with the General Plan. Among other things, this Ordinance will help implement the following

[1] CEQA findings regarding an anticipated imminent emergency are valid (*see CalBeach Advocates v. City of Solana Beach* (2002) 103 Cal.App.4th 529).

goals and policies of the General Plan Land Use Element[2]:

A. GOAL 1: Commercial districts that allow a variety of retail, service, and entertainment uses and that accommodate flexibility over time.

1. Policy 1.1 Flexibility. Ensure zoning regulations provide flexibility regarding allowed uses.

2. Policy 1.2 Local Businesses. Advocate for and support local businesses and small business owners.

3. Policy 1.3 Economic Development. Maintain a proactive economic development program that promotes the benefits of Monterey Park for both local businesses and national and international companies.

B. GOAL 2: Dynamic mix of businesses, uses, and employment that sustain a strong local economy and contributes to a fiscally sustainable tax base

1. Policy 2.1 Flexibility. Provide flexible and clear development standards to allow commercial, professional, industrial, institutional, and hospitality businesses and uses to expand and thrive economically.

2. Policy 2.2. Business Growth. Facilitate the growth of a diverse business sector resilient to change over time and compatible with a broad range of skills and workers.

3. Policy 2.3 Innovation. Create a culture of innovation and growth, encouraging emerging businesses to attract high-quality jobs.

SECTION 5. *2020 Monterey Park Business Recovery Program*. The Land Use Regulations set forth below and in the attached Exhibits are incorporated by reference and adopted to implement the 2020 Monterey Park Business Recovery Program.

A. Temporary Parking Regulations – Exhibit A.

B. Temporary Administrative Use Permit Regulations – Exhibit B.

C. Business Recovery Development Agreement Zone ("BRDZ") – Exhibit C.

D. Temporary Noise Regulations – Exhibit D.

E. Temporary California Building Code Regulations – Exhibit E.

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[2] As adopted by Resolution No. 12172 June 17, 2020 and submitted to the November 3, 2020 ballot via Resolution No. 12179 on July 1, 2020.

SECTION 6. *Phase I Planning Agency Reconciliation*. To reconcile the changes implemented by Ordinance No. 2177 with the design review requirements of Monterey Park Municipal Code ("MPMC") Chapter 21.36, the City Council repeals MPMC §§ 21.36.040, 21.36.070, 21.36.080, 21.36.100, and 21.36.120. All references to the Planning Commission (as implemented by Ordinance No. 2177) in MPMC §§ 21.36.060, 21.36.080, and 21.36.130 are changed to "City Planner."

SECTION 7. *Construction*. This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 8. *Enforceability.* Repeal of any provision of the MPMC does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 9. *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 10. *Reliance on Record.* Each and every one of the findings and determinations in this Ordinance are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 11. *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 12. *Recording.* The City Clerk, or her duly appointed deputy, is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 13. *Electronic Signatures.* This Ordinance may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original

signature.

SECTION 14. *Sunset Clause.* The Council finds that it is in the best interest of the public safety, welfare and convenience of the City to implement this Ordinance during, at least, the Emergency. To ensure that the City Manager reviews the MPMC as contemplated by this Ordinance, this Ordinance will automatically be repealed and will become ineffective on December 31, 2020, unless the City Council takes additional action to extend the effectiveness of this Ordinance or supersedes it via a subsequently adopted Ordinance amending the MPMC.

SECTION 15. *Effective Date*. This Ordinance will become effective 30 days after its adoption and remain effective unless superseded or repealed.

PASSED AND ADOPTED this ____ day of _____, 2020.

_____
Hans Liang, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, Assistant City Attorney

Exhibit A

PHASE II

BUSINESS RECOVERY PROGRAM

TEMPORARY PARKING REGULATIONS

BRP2Parking. 010. **PARKING**. When considering parking needs for a project, the City Planner may utilize the following methods:

A. Parking standards set forth in the MPMC.

B. Where off-site parking is proposed to meet parking standards, the City Planner may accept appropriate alternatives like ride services, micro transit, and valet services to help reduce parking demand. Such services, however, must be mitigated with sufficient pick-up and drop-off areas.

C. Shared parking agreements for new projects.

D. Accept unbundled parking for new projects. Unbundled parking allows selling or leasing parking spaces separately, rather than automatically including the parking spaces with the purchase or lease of the commercial or residential use. Unbundling parking manages parking demand by allowing applicants to only pay for the parking spaces they actually need.

E. A traffic and parking study prepared by a licensed engineer to mitigate vehicle and parking impacts. The traffic and parking study must be prepared by a state licensed civil or traffic engineer in accordance with the Institute of Transportation Engineers, Parking Generation, 5th Edition. The engineer preparing the study should define an appropriate approach for determining the number of trips generated by a proposed project and present this approach in the study. The study may, in addition to any other parking arrangement or number of spaces, propose alternative parking methods such as tandem parking.

Exhibit B

PHASE II

BUSINESS RECOVERY PROGRAM

TEMPORARY ADMINISTRATIVE USE PERMIT REGULATIONS

BRP2AUP. 010. **ADMINISTRATIVE USE PERMIT ("AUP").**

A. Authorization. The City Planner is authorized to issue an AUP for (1) alcohol licenses which will function as a notice of public convenience and necessity; (2) drive-throughs; and (3) setbacks.

B. Application and Review. To initiate the review process, an application for an AUP must be filed with the City Planner on forms provided by the City Planner. Within five working days of filing a petition, the City Planner must notify the applicant as to the completeness of the application. The City Planner may request any additional information deemed necessary to evaluate the application. Failure of the City Planner to respond within five working days renders the application complete.

C. Decision. Within 10 working days from the date an application is deemed complete, the City Planner must issue a written determination as to the approval or denial of the application. The written determination will state the findings for decisions. In approving an application, the City Planner may attach conditions to the approval deemed necessary.

D. Findings. Before an AUP is granted, the City Planner must find that:

1. There is compatibility of the particular use on the particular site in relationship to other existing and potential uses within the general area in which the use is proposed to be located.

2. The proposed use is consistent and compatible with the purpose of the zone in which the site is located.

3. The proposed location and use and the conditions under which the use would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.

4. Potential impacts that could be generated by the proposed use, such as noise, smoke, dust, fumes, vibration, odors, traffic and hazards have been recognized and mitigated.

5. For alcohol related AUPs, the State Department of Alcohol Beverage Control has issued or will issue a license to sell alcohol to the applicant.

E. Drive-Throughs. For drive-through AUPs, the City Engineer may:

1. Authorize aisles to exit directly onto a public right-of-way.

2. Approve drive-through plans submitted by applicants where the underlying zoning allows for such uses. Those plans must be prepared by a design professional (e.g., a traffic engineer or architect). A drive-through plan may provide for setbacks that differ from the underlying zone if needed to accommodate vehicle queuing to help avoid stacking of vehicles onto public roads.

F. Expeditious Review. An expedited AUP provides for the processing of a completed AUP within a period not to exceed five total working days. The City Planner is authorized to select and utilize the services of a consultant, paid for by the applicant, for purposes of processing the expedited review and written determination.

G. Planning Commission Review. Except for alcohol AUPs, written determinations on administrative use permits, made by the City Planner must be placed as receive and file items on the next available agenda of the Planning Commission. Before the written determination being placed on a Planning Commission agenda, the City Planner must give public notice with the city council agenda, by mailing to interested parties requesting such notice, and electronic posting on the City's website, of the intention of the Planning Commission to receive and file the determination of the City Planner. Any member of the Planning Commission may request that an item be discussed and a decision on the application be made by the Planning Commission instead of received and filed. Except for alcohol AUPs which become final 10 days after being issued by the City Planner, no decision of the City Planner is final until the decision is received and filed or acted upon by the Planning Commission.

Exhibit C

PHASE II

BUSINESS RECOVERY PROGRAM

BUSINESS RECOVERY DEVELOPMENT AGREEMENT ZONE ("BRDZ")

BRP2BRDZ. 010. **Purpose**.

A. The purpose of the Business Recovery Development Agreement Zone (BRDZ) is used to identify sites and areas within the city that are subject to the requirements of adopted development agreements in compliance with this code.

B. The BRDZ constitutes a "floating zone" in that once a need is identified, this zone can be activated. This floating zone for the BRDZ area provides flexibility for otherwise strict development or sign regulations that would generally be applicable to the underlying zone.

C. In effect, this zone is not a true "floating zone" in that it does not add more regulations to an underlying zone. Rather, it is a "holding zone" which can be activated and used in place of the underlying zone when combined with a development agreement adopted by the city council in accordance with applicable law including this code.

BRP2BRDZ. 020. **General Requirements**.

A. Underlying Zones. The BRDZ may be combined with any commercial zone established by this code.

B. Allowed Land Uses. The land uses that may be allowed on a site within the BRDZ are limited to those specified in the applicable development agreement.

C. Parking standards may be included in a development agreement regulated by the BRDZ. Without limitation, such standards may regulate whether on-site parking may be transferred to designated off-site parking locations; tandem parking; or vehicle lift stations.

D. Permit Requirements. The land use permit requirements of the primary zoning district apply to all proposed development and land uses within the BRDZ, except as otherwise provided by the terms of the applicable development agreement.

E. Development and Land Use Standards. Proposed development and land uses within the BRDZ must comply with all applicable development and land use standards and exaction requirements specified in the development agreement and, to the extent that they are not in conflict with the terms of the development agreement, regulations that govern the primary zoning district apply to the site.

F. Zoning Map Notation. Upon the effective date of an ordinance placing a property in the BRDZ, the Zoning Map will be amended to show the overlay designation. After execution by all parties, the development agreement will be added to the city's Development Agreement Master List with the effective date and expiration date of the development agreement noted. Upon the expiration or earlier termination of a development agreement, the City Planner will remove the development agreement from the city's Development Agreement Master List. The BRDZ may be removed from the property by way of a Zone Map Amendment.

G. Approval of the BRDZ and any development agreement associated with the BRDZ rests solely within the City Council's discretion.

Exhibit D

PHASE II

BUSINESS RECOVERY PROGRAM

TEMPORARY NOISE REGULATIONS

BRP2Noise. 010. **DEFINITIONS**. Notwithstanding any definition set forth in the Monterey Park Municipal Code ("MPMC") and unless the contrary is stated or clearly appears from the context, the definitions set forth below govern the construction of words and phrases used in the Phase II Monterey Park Business Recovery Program. Words and phrases not defined below will be as set forth in the MPMC.

"Noise Disturbance" means any loud, raucous, annoying, or unusual noises that offends the peace and quiet of persons of ordinary sensibilities and interferes with the comfortable enjoyment of life or property and affects at the same time an entire neighborhood or any considerable number of persons. A noise disturbance includes, without limitation, any source of sound exceeding the sound level limitations established by this chapter.

BRP2NOISE. 020. **NOISE DISTURBANCES**.

A. Prohibited. It is unlawful for any person to allow, maintain, or cause any noise disturbance.

B. Exemptions. The following are not noise disturbances:

1. Sound generated by Motor Vehicles. Sound generated by Motor Vehicles, Trucks and Buses operated on streets and highways, Aircraft, Trains, and other Public Transport. This exemption does not apply to the following:

a. Operation of any vehicle, including any equipment attached to any vehicle (such as attached refrigeration and/or heating units or any attached auxiliary equipment), for a period in excess of 10 minutes in any hour while the vehicle is stationary for reasons other than traffic congestion.

b. Vehicles equipped with sound amplifiers that are not exempt. No person must operate or drive any vehicle or cause any vehicle to be operated or driven, or otherwise used, on any public street, which vehicle is equipped with a sound amplifying device or other machine or device for the production or reproduction of sound, which causes sound to carry onto private property or causes sound to be heard by

others using the public streets or thoroughfares which exceeds the sound level limits established by this chapter.

2. Emergencies. Emergency repairs that deal with health or safety risk and emergency generators or powered equipment used during a power outage or other emergency.

3. Emergency Warning Devices. Emergency warning devices such as fire alarms, burglar alarms, warning devices on emergency vehicles and train horns. This exemption does not apply to burglar or fire alarms any motor vehicle burglar alarms, except for emergency purposes, unless such alarm is terminated within 10 minutes of activation and no more than two false activations within a four-hour period.

4. Public Works Projects. Public works projects performed by public agencies, or their contractors which cannot be performed from 7 a.m. to 6 p.m. Monday through Friday.

5. Use Permits. Any use allowed by a use permit issued pursuant to this code that specifically allows sound level limits to be exceeded.

BRP2Noise. 030. **TEMPORARY NOISE PERMITS**. If an applicant can demonstrate that a diligent investigation of available noise abatement techniques indicates that compliance with this chapter would be impractical or unreasonable, the City Planner may issue a permit to allow an exemption from this chapter with appropriate conditions. Any such permit must be of as short duration as possible not to exceed three months.

Exhibit E

PHASE II

BUSINESS RECOVERY PROGRAM

TEMPORARY CALIFORNIA BUILDING CODE REGULATIONS

BRP2CBC. 010. **CALIFORNIA EXISTING BUILDING CODE ("CEBC").**

A. 503.1 (Alterations) General. Except as provided by Section 302.4, 302.5 or this section, alterations to any building or structure must comply with the requirements of the California Building Code or California Residential Code, as applicable, for new construction. Alterations created within a building or structure cannot cause the building or structure to be more out of compliance with the provisions of the California Building Code or California Residential Code, as applicable, than it was before the alteration was made.

Exceptions:

1. An existing stairway is not required to comply with the requirements of Section 1011 of the California Building Code where the existing space and construction does not allow a reduction in pitch or slope.

2. Handrails otherwise required to comply with Section 1011.11 of the California Building Code are not required to comply with the requirements of Section 1014.6 of the California Building Code regarding full extension of the handrails where such extensions would be hazardous because of plan configuration.

3. Where provided in below-grade transportation stations, existing and new escalators must have a clear width of less than 32 inches (815 mm).

4. A site assessment demonstrating, evaluating and certifying conformity with accessibility standards for public buildings, public accommodations, commercial buildings and/or public housing may be submitted by the design professional of record, or a CASp, in a form acceptable to the building official.

B. 506.1 (Change of Occupancy) Compliance. A change of occupancy cannot be made in any building unless that building is made to comply with the requirements of the California Building Code for the use or occupancy. Any new occupancy created within a building or structure cannot cause the building or structure to be more out of compliance with this code than it was

before the change was made. Subject to the approval of the code official, changes of occupancy will be permitted without complying with all of the requirements of this code for the new occupancy, provided that the new occupancy is less hazardous, based on the life and fire risk, than the existing occupancy.

Exceptions:

1. The building is not required to comply with Chapter 16 of the California Building Code, unless required by Section 506.4.

2. An assessment by the design professional of record in a from acceptable to the building official may serve to certify compliance to this code.

ATTACHMENT 2

July 15, 2020 Staff Report

City Council Staff Report

DATE: July 15, 2020

AGENDA ITEM NO: **Public Hearing Agenda Item 4-B**

TO: The Honorable Mayor and City Council

FROM: Ron Bow, City Manager

SUBJECT: Consideration and possible action regarding implementing Phase II of the 2020 Monterey Park Business Recovery Program for restarting the local economy

RECOMMENDATION:

It is recommended that the City Council consider:

1. Opening a public hearing regarding Phase II of the 2020 Monterey Park Business Recovery Program (the "Program");

2. After receiving verbal and written testimony, close the public hearing;

3. After discussing the evidence, adopt an urgency ordinance implementing the Program immediately upon a 4/5s vote;

4. Introduce and waive first reading of an ordinance implementing the Program. Second reading and adoption would occur on August 5, 2020;

5. If appropriate, provide direction to the City Manager for placing additional items to be integrated into the Program on a future City Council meeting agenda; and

6. Take such additional, related, action that may be desirable.

CEQA:

The proposed Program was reviewed pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq.*, the "CEQA Guidelines"). Based upon that review, these Ordinances are exempt from further review pursuant to CEQA Guidelines § 15269(a) because the protection of public and private property is necessary to maintain service essential to the public, health and welfare.[1] Additionally,

[1] CEQA findings regarding an anticipated imminent emergency are valid (*see CalBeach Advocates v. City of Solana Beach* (2002) 103 Cal.App.4th 529).

these Ordinances are exempt pursuant to CEQA Guidelines §15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinances, by themselves, may have a significant effect on the environment. Any project utilizing the Program will undergo separate CEQA review.

EXECUTIVE SUMMARY:

On July 1, 2020, the City Council implemented Phase I of the 2020 Monterey Park Business Recovery Program. It also directed that seven different policies be considered during a public hearing scheduled for July 15, 2020. Those policies are integrated into the proposed ordinances which, if adopted, would implement Phase II of the 2020 Monterey Park Business Recovery Program.

DISCUSSION

During its July 1st meeting, the City Council directed that several policies be considered during a public hearing. Those policies are included as separate items in the draft urgency and regular ordinance that, if adopted, would implement Phase II of the 2020 Monterey Park Business Recovery Program (the "Program). These Ordinances are structured so that each policy is a separate attachment. This will allow the City Council to pick and choose which (if any) policy it wishes to implement as part of the Program. If a policy should be omitted, then the motion should specifically identify which policy is not part of the Program. Each of these is discussed below.

- *House-keeping Item regarding Design Review*

As an initial matter, the Program includes changes to the Monterey Park Municipal Code ("MPMC") that are needed to fully implement the Planning Agency restructure that occurred on July 1st. Section 4 of each Ordinance makes certain amendments to the MPMC to reflect that the DRB is now advisory to the Planning Commission and that the Planning Commission is primarily responsible for all design review decision-making (with advice from the DRB). Projects approved by the Planning Commission or City Council do not require separate DRB approvals. These changes simply amend the MPMC to reflect this change.

- *Parking*

As briefly discussed during previous City Council meetings, one common complaint from developers is the MPMC's various restrictions on parking. The MPMC provides multiple requirements regarding the number, placement, and size of parking spaces for various developments. Yet, is provides almost no flexibility for decision-makers when confronted with developments that do not neatly fit into a cookie cutter design. Past experience, such as the proposed Raising Cane's on South Atlantic Blvd; the proposed (but subsequently withdrawn) Starbucks on South Atlantic Blvd; several proposed projects along the Garvey Ave corridor; and many projects that never "get off the ground" since parking requirements

result in those proposals being non-starters, show that many developments either were rejected or significantly changed because of the MPMC's stringent parking requirements.

The Program would grant authority to the City Planner to be more flexible regarding parking. While the MPMC is an option that could be utilized in assessing a project, an applicant could also provide alternative parking plans for consideration. This would include allowing an applicant to submit a parking study demonstrating that a development requires fewer – or different – parking to meet the City's parking expectations. Such a study could include, for example, a plan for tandem parking. Any alternative would require the City Planner to issue an administrative use permit ("AUP") which would be included on the Planning Commission (or City Council) agenda as a receive and file item. An AUP could be discussed and altered by the Planning Commission (or City Council) if desirable.

- *Administrative Use Permit – Alcohol Licenses.*

Currently, persons seeking an alcohol license must, in addition to obtaining the license from the California Department of Alcohol Beverage Control ("ABC"), request a conditional use permit ("CUP") from the City (via the Planning Commission). The CUP acts as the City's consent for ABC to issue an alcohol license (also known as a public convenience and necessity letter or "PCN"). A CUP, however, is not required by California law; a PCN can be issued administratively.

The Program would authorize the City Planner to issue an AUP to function as the City's PCN. While this decision could be appealed to the Planning Commission, the AUP itself would function as the City's final decision; no additional review would be required by the Planning Commission or City Council.

- *Administrative Use Permit - Drive-throughs.*

The MPMC's zoning regulations already designate which areas within the City may accommodate drive-throughs. For example, the South Garfield Village Specific Plan; the Market Place Precise Plan; and most commercial zones (excepting Mixed Use Overlay zones), all provide drive-throughs as an accessory use to restaurants. In all these areas, the General Plan and City Council already made a policy decision to allow drive-throughs.

Accordingly, the Program would authorize the City Engineer to review and approve drive-through plans submitted by applicants where the underlying zoning allows for such uses. Those plans must be prepared by a design professional (e.g., a traffic engineer or architect) and would require the City Engineer to issue an AUP approving the drive-through. Among other things, such an AUP could allow for relaxed setbacks if needed to accommodate vehicle queuing to help avoid stacking of vehicles onto public roads. Like the parking AUP, any drive-through AUP would require it to be placed on a Planning Commission (or City Council) agenda as a receive and file item. It desirable, the AUP could be modified by the Planning Commission (or City Council).

- *Business Recovery Development agreement Zone ("BRDZ").*

The Program would create a new overlay zone entitled "Business Recover Development agreement Zone (BRDZ)." The BRDZ would allow projects at certain sites and areas within the City to be subject to a development agreement to alter requirements of the underlying zone. A recent example of a project that used an overlay zone is the Chandler Senior Housing project, located at 130-206 South Chandler Ave, that utilized the City's existing senior citizen housing overlay zone. Since not all projects fit neatly into the MPMC's zoning regulations, the BRDZ provides flexibility for otherwise strict development regulations applicable to the underlying zone. The development agreement would implement those changes to the underlying zone through an overlay zone. The BRDZ is considered a "floating zone" because once the need is identified, this zone can be activated for a specific property. The graphic below provides an image of the concept: the green layer represents the BRDZ overlay zone. That overlay would be reconciled with the blue layer which represents the underlying zone (e.g., commercial).

Other requirements proposed as part of the BRDZ include: 1) combining the BRDZ with any underlying zone; 2) specifying the allowable land uses on a site within the BRDZ; 3) applying the same land use permit requirements of the primary zone within the BRDZ, unless otherwise specified in the applicable development agreement; 4) establishing development and land use standards on a site within the BRDZ in the applicable development agreement; and 5) amending the Zoning Map to show the overlay designation once the BRDZ is activated.

This policy provides flexibility to existing zoning and land use regulations and will help streamline the development process for future developments within the City. Some projects may be more desirable to the City and the needs of such projects can be accomplished with the BRDZ. Approval of the BRDZ and any development agreement associated with the BRDZ rests solely within the City Council's discretion.

- *Noise Disturbances.*

Before the COVID-19 Pandemic, the City's code enforcement division dealt with several noise complaints involving existing businesses. These complaints posed two primary challenges to the City: (1) the MPMC's noise regulations currently govern noise based only upon decibel readings not a more general "annoyance" level; and (2) in order to gain compliance from the alleged offender, the City needed to first find certified equipment to properly record the decibels and then work with the offender – over several months – to try correcting the problem while at the same time trying to satisfy the complainant.

The Program would provide a general definition of "noise" (rather than relying exclusively upon decibel readings) which would allow more efficient enforcement. Additionally, the City could issue temporary use permits (not more than three months) that would allow noise generation that might exceed the MPMC decibel readings. This would help local development from the standpoint of (a) allowing for accelerated construction schedules (i.e., allowing construction projects to temporarily exceed the MPMC's limits); and (b) facilitate the City's monitoring (and enforcement) of nuisance noise.

- *California Building Code ("CBC").*

Most structures in the City were constructed before the current version of the CBC became effective (the CBC is adopted in three-year cycles; it was last adopted in 2019). When business owners and developers seek new permits for, e.g., renovations or expansions, of existing buildings, they frequently are required to make changes elsewhere within the building in order to comply with the current CBC. This is particularly true for upgrades required to meet disabled access requirements. The proposed temporary amendments to the CBC would allow design professionals to submit studies to the Building Official for approval demonstrating that the current structures meet the minimum requirements of the current CBC, or that the proposed construction satisfies these requirements that are being triggered by the alterations or change in use or occupancy. This would help streamline the City's process for issuing building permits, and provide flexibility to property owners, businesses, and developers.

These policies are the ones that were approved by the City Council to be considered during the July 15th public hearing. This list, however, is not exclusive.

If the City Council identifies other policies that should be integrated into the Program, then – separately from the two Ordinances proposed tonight – it should identify those policies and direct that they be considered during a future City Council meeting.

Pursuant to previous City Council discussion, the Program would automatically expire on December 31, 2020. This would give me sufficient time to report to the City Council regarding whether the Program was being successfully implemented. If appropriate and desirable, the City Council could – in December – decide whether to extend the Program and/or make certain of these policies permanent, i.e., amend the MPMC to add such policies into the City's regulations.

FISCAL IMPACT:

There are no direct foreseeable costs associated with adopting the Program.

Respectfully submitted and prepared by:

Ron Bow, City Manager

Reviewed by:

Karl H. Berger,
Assistant City Attorney

Attachment(s):

1. Urgency and Regular Ordinance implementing Phase II of the 2020 Monterey Park Business Recovery Program.

ATTACHMENT 1
Draft Ordinances

ORDINANCE NO. ____

AN URGENCY ORDINANCE ADOPTING THE 2020 MONTEREY PARK BUSINESS RECOVERY PROGRAM AND IMPLEMENTING VARIOUS TEMPORARY LAND USE REGULATIONS INCLUDING, WITHOUT LIMITATION, A NEW BUSINESS RECOVERY DEVELOPMENT AGREEMENT ZONE PURSUANT TO CITY COUNCIL DIRECTION ON JULY 1, 2020.

The City Council does ordain as follows:

SECTION 1. *Findings*. The City Council finds, determines and declares as follows:

A. On March 11, 2020, at 7:00 p.m., the City declared a state of local emergency due to the COVID-19 Pandemic (the "Emergency"). That Emergency was ratified by Resolution No. 12142, adopted March 18, 2020; extended on April 15, 2020 by Resolution No. 12151; and further extended on June 3, 2020 by Resolution No. 12164;

B. An additional local emergency was declared on May 31, 2020 related to the unrest associated with the tragic death of George Floyd in Minneapolis, MN. That emergency was ratified on June 3, 2020 by Resolution No. 12165 (also part of the "Emergency");

C. The City Council takes notice of the well-documented secondary effects of the Emergency include record-high unemployment rates, bankruptcy, and other disastrous effects upon the national, state, and local economies. It will be many months before the complete extent of this economic devastation is clarified;

D. The City Council believes that it is in the public interest for the City to implement regulations to facilitate the rapid recovery of the local economy, promote additional economic growth, and mitigate the effects of the Emergency;

E. Regulations are needed to efficiently implement development projects that will create jobs, invest in the local economy, assist in recovery, and protect the public welfare;

F. The City Manager and City Planner may recommend changes to this Ordinance – including codification within the Monterey Park Municipal Code – when it is practicable;

G. On July 1, 2020, the City Council adopted Urgency Ordinance Nos. 2177 (Planning Agency restructure) and 2178 (Non-Land Use Regulations) which implemented Phase I of the Monterey Park Business Recovery Program ("Phase I").

H. Also on July 1, 2020, the City Council directed that the temporary regulations identified in this Ordinance be considered during a noticed public hearing scheduled for July 15, 2020 as part of Phase II for the Monterey Park Business Recovery Program ("Phase II"). Together, Phase I and Phase II are collectively part of the 2020 Monterey Park Business Recovery Program.

I. Because of the findings set forth above, the City Council finds that this Ordinance should be adopted on an urgency basis to preserve the public health, safety, and welfare in accordance with Government Code §§ 36934 and 36937(b); and

J. The regulations adopted by this Ordinance are intended to be implemented temporarily in order to accelerate City approvals and promote local businesses. This Ordinance will be uncodified is part of the "2020 Monterey Park Business Recovery Program."

SECTION 2. *Environmental Assessment.* This Ordinance was reviewed pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq.*, the "CEQA Guidelines"). Adopting this Ordinance is exempt from further environmental review because it establishes rules and procedures for operation of existing facilities; minor temporary use of land; minor alterations in land use; new construction of small structures; and minor structures accessory to existing commercial facilities. The Ordinance, therefore, is categorically exempt from further CEQA review under CEQA Guidelines §§ 15301; 15303, 15304(e); 15305; and 15311. Further, the adopting the ordinance is also exempt from review under CEQA pursuant to CEQA Guidelines § 15061(b)(3) because the ordinance is for general policies and procedure-making. It can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment. Individual projects utilizing the 2020 Monterey Park Business Recovery Program will each be separately subject to an environmental assessment. Finally, this Ordinance is exempt from further review pursuant to CEQA Guidelines § 15269(a) because the protection of public and private property is necessary to maintain service essential to the public, health and welfare.[1]

SECTION 3. *Zoning Findings.* Pursuant to Ordinance No. 2177 and MPMC § 21.38.050, the City Council finds that the changes implemented by this Ordinance will promote public health, safety and general welfare by, among other things, encouraging the most appropriate use of land, and conservation and stabilization of property value, all in accordance with the General Plan. The proposed changes to the MPMC do not affect any particular property. Rather, they are of citywide application and are intended to enhance property values while balancing property rights. The changes implemented by this Ordinance will streamline the development process and will contribute to the City's commitment of being business friendly.

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[1] CEQA findings regarding an anticipated imminent emergency are valid (*see CalBeach Advocates v. City of Solana Beach* (2002) 103 Cal.App.4th 529).

SECTION 4. *General Plan Findings*. Pursuant to Government Code § 65860 and Ordinance No. 2177, the changes implemented by this Ordinance are consistent with the General Plan. Among other things, this Ordinance will help implement the following goals and policies of the General Plan Land Use Element[2]:

A. GOAL 1: Commercial districts that allow a variety of retail, service, and entertainment uses and that accommodate flexibility over time.

1. Policy 1.1 Flexibility. Ensure zoning regulations provide flexibility regarding allowed uses.

2. Policy 1.2 Local Businesses. Advocate for and support local businesses and small business owners.

3. Policy 1.3 Economic Development. Maintain a proactive economic development program that promotes the benefits of Monterey Park for both local businesses and national and international companies.

B. GOAL 2: Dynamic mix of businesses, uses, and employment that sustain a strong local economy and contributes to a fiscally sustainable tax base

1. Policy 2.1 Flexibility. Provide flexible and clear development standards to allow commercial, professional, industrial, institutional, and hospitality businesses and uses to expand and thrive economically.

2. Policy 2.2. Business Growth. Facilitate the growth of a diverse business sector resilient to change over time and compatible with a broad range of skills and workers.

3. Policy 2.3 Innovation. Create a culture of innovation and growth, encouraging emerging businesses to attract high-quality jobs.

SECTION 5. *2020 Monterey Park Business Recovery Program*. The Land Use Regulations set forth below and in the attached Exhibits are incorporated by reference and adopted to implement the 2020 Monterey Park Business Recovery Program.

A. Temporary Parking Regulations – Exhibit A.

B. Temporary Administrative Use Permit Regulations – Exhibit B.

C. Business Recovery Development Agreement Zone ("BRDZ") – Exhibit C.

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[2] As adopted by Resolution No. 12172 June 17, 2020 and submitted to the November 3, 2020 ballot via Resolution No. 12179 on July 1, 2020.

D. Temporary Noise Regulations – Exhibit D.

E. Temporary California Building Code Regulations – Exhibit E.

SECTION 6. *Phase I Planning Agency Reconciliation.* To reconcile the changes implemented by Ordinance No. 2177 with the design review requirements of Monterey Park Municipal Code ("MPMC") Chapter 21.36, the City Council repeals MPMC §§ 21.36.040, 21.36.070, 21.36.080, 21.36.100, and 21.36.120. All references to the Planning Commission (as implemented by Ordinance No. 2177) in MPMC §§ 21.36.060, 21.36.080, and 21.36.130 are changed to "City Planner."

SECTION 7. *Construction.* This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 8. *Enforceability.* Repeal of any provision of the MPMC does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 9. *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 10. *Reliance on Record.* Each and every one of the findings and determinations in this Ordinance are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 11. *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 12. *Recording.* The City Clerk, or her duly appointed deputy, is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 13. *Declaration of Urgency*. Based on the findings set forth in Section 1, this is an Urgency Ordinance adopted for the immediate preservation of the public peace, health, safety and welfare.

SECTION 14. *Electronic Signatures*. This Ordinance may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 15. *Sunset Clause*. The Council finds that it is in the best interest of the public safety, welfare and convenience of the City to implement this Ordinance during, at least, the Emergency. To ensure that the City Manager reviews the MPMC as contemplated by this Ordinance, this Ordinance will automatically be repealed and will become ineffective on December 31, 2020, unless the City Council takes additional action to extend the effectiveness of this Ordinance or supersedes it via a subsequently adopted Ordinance amending the MPMC.

SECTION 16. *Effective Date*. This Ordinance will become effective immediately upon adoption pursuant to Government Code §§ 36934 and 36937 for the immediate preservation of the public peace, health, safety, and welfare. Pursuant to those statutes this Ordinance is adopted by fourth-fifths vote of the City Council.

PASSED AND ADOPTED this ____ day of _____, 2020.

_____
Hans Liang, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, Assistant City Attorney

Exhibit A

PHASE II

BUSINESS RECOVERY PROGRAM

TEMPORARY PARKING REGULATIONS

BRP2Parking. 010. **PARKING**. When considering parking needs for a project, the City Planner may utilize the following methods:

A. Parking standards set forth in the MPMC.

B. Where off-site parking is proposed to meet parking standards, the City Planner may accept appropriate alternatives like ride services, micro transit, and valet services to help reduce parking demand. Such services, however, must be mitigated with sufficient pick-up and drop-off areas.

C. Shared parking agreements for new projects.

D. Accept unbundled parking for new projects. Unbundled parking allows selling or leasing parking spaces separately, rather than automatically including the parking spaces with the purchase or lease of the commercial or residential use. Unbundling parking manages parking demand by allowing applicants to only pay for the parking spaces they actually need.

E. A traffic and parking study prepared by a licensed engineer to mitigate vehicle and parking impacts. The traffic and parking study must be prepared by a state licensed civil or traffic engineer in accordance with the Institute of Transportation Engineers, Parking Generation, 5th Edition. The engineer preparing the study should define an appropriate approach for determining the number of trips generated by a proposed project and present this approach in the study. The study may, in addition to any other parking arrangement or number of spaces, propose alternative parking methods such as tandem parking.

Exhibit B

PHASE II

BUSINESS RECOVERY PROGRAM

TEMPORARY ADMINISTRATIVE USE PERMIT REGULATIONS

BRP2AUP. 010. **ADMINISTRATIVE USE PERMIT ("AUP").**

A. Authorization. The City Planner is authorized to issue an AUP for (1) alcohol licenses which will function as a notice of public convenience and necessity; (2) drive-throughs; and (3) setbacks.

B. Application and Review. To initiate the review process, an application for an AUP must be filed with the City Planner on forms provided by the City Planner. Within five working days of filing a petition, the City Planner must notify the applicant as to the completeness of the application. The City Planner may request any additional information deemed necessary to evaluate the application. Failure of the City Planner to respond within five working days renders the application complete.

C. Decision. Within 10 working days from the date an application is deemed complete, the City Planner must issue a written determination as to the approval or denial of the application. The written determination will state the findings for decisions. In approving an application, the City Planner may attach conditions to the approval deemed necessary.

D. Findings. Before an AUP is granted, the City Planner must find that:

1. There is compatibility of the particular use on the particular site in relationship to other existing and potential uses within the general area in which the use is proposed to be located.

2. The proposed use is consistent and compatible with the purpose of the zone in which the site is located.

3. The proposed location and use and the conditions under which the use would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.

4. Potential impacts that could be generated by the proposed use, such as noise, smoke, dust, fumes, vibration, odors, traffic and hazards have been recognized and mitigated.

5. For alcohol related AUPs, the State Department of Alcohol Beverage Control has issued or will issue a license to sell alcohol to the applicant.

E. Drive-Throughs. For drive-through AUPs, the City Engineer may:

1. Authorize aisles to exit directly onto a public right-of-way.

2. Approve drive-through plans submitted by applicants where the underlying zoning allows for such uses. Those plans must be prepared by a design professional (e.g., a traffic engineer or architect). A drive-through plan may provide for setbacks that differ from the underlying zone if needed to accommodate vehicle queuing to help avoid stacking of vehicles onto public roads.

F. Expeditious Review. An expedited AUP provides for the processing of a completed AUP within a period not to exceed five total working days. The City Planner is authorized to select and utilize the services of a consultant, paid for by the applicant, for purposes of processing the expedited review and written determination.

G. Planning Commission Review. Except for alcohol AUPs, written determinations on administrative use permits, made by the City Planner must be placed as receive and file items on the next available agenda of the Planning Commission. Before the written determination being placed on a Planning Commission agenda, the City Planner must give public notice with the city council agenda, by mailing to interested parties requesting such notice, and electronic posting on the City's website, of the intention of the Planning Commission to receive and file the determination of the City Planner. Any member of the Planning Commission may request that an item be discussed and a decision on the application be made by the Planning Commission instead of received and filed. Except for alcohol AUPs which become final 10 days after being issued by the City Planner, no decision of the City Planner is final until the decision is received and filed or acted upon by the Planning Commission.

Exhibit C

PHASE II

BUSINESS RECOVERY PROGRAM

BUSINESS RECOVERY DEVELOPMENT AGREEMENT ZONE ("BRDZ")

BRP2BRDZ. 010. **Purpose**.

A. The purpose of the Business Recovery Development Agreement Zone (BRDZ) is used to identify sites and areas within the city that are subject to the requirements of adopted development agreements in compliance with this code.

B. The BRDZ constitutes a "floating zone" in that once a need is identified, this zone can be activated. This floating zone for the BRDZ area provides flexibility for otherwise strict development or sign regulations that would generally be applicable to the underlying zone.

C. In effect, this zone is not a true "floating zone" in that it does not add more regulations to an underlying zone. Rather, it is a "holding zone" which can be activated and used in place of the underlying zone when combined with a development agreement adopted by the city council in accordance with applicable law including this code.

BRP2BRDZ. 020. **General Requirements**.

A. Underlying Zones. The BRDZ may be combined with any commercial zone established by this code.

B. Allowed Land Uses. The land uses that may be allowed on a site within the BRDZ are limited to those specified in the applicable development agreement.

C. Parking standards may be included in a development agreement regulated by the BRDZ. Without limitation, such standards may regulate whether on-site parking may be transferred to designated off-site parking locations; tandem parking; or vehicle lift stations.

D. Permit Requirements. The land use permit requirements of the primary zoning district apply to all proposed development and land uses within the BRDZ, except as otherwise provided by the terms of the applicable development agreement.

E. Development and Land Use Standards. Proposed development and land uses within the BRDZ must comply with all applicable development and land use standards and exaction requirements specified in the development agreement and, to the extent that they are not in conflict with the terms of the development agreement, regulations that govern the primary zoning district apply to the site.

F. Zoning Map Notation. Upon the effective date of an ordinance placing a property in the BRDZ, the Zoning Map will be amended to show the overlay designation. After execution by all parties, the development agreement will be added to the city's Development Agreement Master List with the effective date and expiration date of the development agreement noted. Upon the expiration or earlier termination of a development agreement, the City Planner will remove the development agreement from the city's Development Agreement Master List. The BRDZ may be removed from the property by way of a Zone Map Amendment.

G. Approval of the BRDZ and any development agreement associated with the BRDZ rests solely within the City Council's discretion.

Exhibit D

PHASE II

BUSINESS RECOVERY PROGRAM

TEMPORARY NOISE REGULATIONS

BRP2Noise. 010. **DEFINITIONS**. Notwithstanding any definition set forth in the Monterey Park Municipal Code ("MPMC") and unless the contrary is stated or clearly appears from the context, the definitions set forth below govern the construction of words and phrases used in the Phase II Monterey Park Business Recovery Program. Words and phrases not defined below will be as set forth in the MPMC.

"Noise Disturbance" means any loud, raucous, annoying, or unusual noises that offends the peace and quiet of persons of ordinary sensibilities and interferes with the comfortable enjoyment of life or property and affects at the same time an entire neighborhood or any considerable number of persons. A noise disturbance includes, without limitation, any source of sound exceeding the sound level limitations established by this chapter.

BRP2NOISE. 020. **NOISE DISTURBANCES**.

A. Prohibited. It is unlawful for any person to allow, maintain, or cause any noise disturbance.

B. Exemptions. The following are not noise disturbances:

1. Sound generated by Motor Vehicles. Sound generated by Motor Vehicles, Trucks and Buses operated on streets and highways, Aircraft, Trains, and other Public Transport. This exemption does not apply to the following:

a. Operation of any vehicle, including any equipment attached to any vehicle (such as attached refrigeration and/or heating units or any attached auxiliary equipment), for a period in excess of 10 minutes in any hour while the vehicle is stationary for reasons other than traffic congestion.

b. Vehicles equipped with sound amplifiers that are not exempt. No person must operate or drive any vehicle or cause any vehicle to be operated or driven, or otherwise used, on any public street, which vehicle is equipped with a sound amplifying device or other machine or device for the production or reproduction of sound, which causes sound to carry onto private property or causes sound to be heard by

others using the public streets or thoroughfares which exceeds the sound level limits established by this chapter.

2. Emergencies. Emergency repairs that deal with health or safety risk and emergency generators or powered equipment used during a power outage or other emergency.

3. Emergency Warning Devices. Emergency warning devices such as fire alarms, burglar alarms, warning devices on emergency vehicles and train horns. This exemption does not apply to burglar or fire alarms any motor vehicle burglar alarms, except for emergency purposes, unless such alarm is terminated within 10 minutes of activation and no more than two false activations within a four-hour period.

4. Public Works Projects. Public works projects performed by public agencies, or their contractors which cannot be performed from 7 a.m. to 6 p.m. Monday through Friday.

5. Use Permits. Any use allowed by a use permit issued pursuant to this code that specifically allows sound level limits to be exceeded.

BRP2Noise. 030. **TEMPORARY NOISE PERMITS**. If an applicant can demonstrate that a diligent investigation of available noise abatement techniques indicates that compliance with this chapter would be impractical or unreasonable, the City Planner may issue a permit to allow an exemption from this chapter with appropriate conditions. Any such permit must be of as short duration as possible not to exceed three months.

Exhibit E

PHASE II

BUSINESS RECOVERY PROGRAM

TEMPORARY CALIFORNIA BUILDING CODE REGULATIONS

BRP2CBC. 010. **CALIFORNIA EXISTING BUILDING CODE ("CEBC").**

A. 503.1 (Alterations) General. Except as provided by Section 302.4, 302.5 or this section, alterations to any building or structure must comply with the requirements of the California Building Code or California Residential Code, as applicable, for new construction. Alterations created within a building or structure cannot cause the building or structure to be more out of compliance with the provisions of the California Building Code or California Residential Code, as applicable, than it was before the alteration was made.

Exceptions:

1. An existing stairway is not required to comply with the requirements of Section 1011 of the California Building Code where the existing space and construction does not allow a reduction in pitch or slope.

2. Handrails otherwise required to comply with Section 1011.11 of the California Building Code are not required to comply with the requirements of Section 1014.6 of the California Building Code regarding full extension of the handrails where such extensions would be hazardous because of plan configuration.

3. Where provided in below-grade transportation stations, existing and new escalators must have a clear width of less than 32 inches (815 mm).

4. A site assessment demonstrating, evaluating and certifying conformity with accessibility standards for public buildings, public accommodations, commercial buildings and/or public housing may be submitted by the design professional of record, or a CASp, in a form acceptable to the building official.

B. 506.1 (Change of Occupancy) Compliance. A change of occupancy cannot be made in any building unless that building is made to comply with the requirements of the California Building Code for the use or occupancy. Any new occupancy created within a building or structure cannot cause the building or structure to be more out of compliance with this code than it was

before the change was made. Subject to the approval of the code official, changes of occupancy will be permitted without complying with all of the requirements of this code for the new occupancy, provided that the new occupancy is less hazardous, based on the life and fire risk, than the existing occupancy.

Exceptions:

1. The building is not required to comply with Chapter 16 of the California Building Code, unless required by Section 506.4.

2. An assessment by the design professional of record in a from acceptable to the building official may serve to certify compliance to this code.

ORDINANCE NO. ____

AN ORDINANCE ADOPTING THE 2020 MONTEREY PARK BUSINESS RECOVERY PROGRAM AND IMPLEMENTING VARIOUS TEMPORARY LAND USE REGULATIONS INCLUDING, WITHOUT LIMITATION, A NEW BUSINESS RECOVERY DEVELOPMENT AGREEMENT ZONE PURSUANT TO CITY COUNCIL DIRECTION ON JULY 1, 2020.

The City Council does ordain as follows:

SECTION 1. *Findings*. The City Council finds, determines and declares as follows:

A. On March 11, 2020, at 7:00 p.m., the City declared a state of local emergency due to the COVID-19 Pandemic (the "Emergency"). That Emergency was ratified by Resolution No. 12142, adopted March 18, 2020; extended on April 15, 2020 by Resolution No. 12151; and further extended on June 3, 2020 by Resolution No. 12164;

B. An additional local emergency was declared on May 31, 2020 related to the unrest associated with the tragic death of George Floyd in Minneapolis, MN. That emergency was ratified on June 3, 2020 by Resolution No. 12165 (also part of the "Emergency");

C. The City Council takes notice of the well-documented secondary effects of the Emergency include record-high unemployment rates, bankruptcy, and other disastrous effects upon the national, state, and local economies. It will be many months before the complete extent of this economic devastation is clarified;

D. The City Council believes that it is in the public interest for the City to implement regulations to facilitate the rapid recovery of the local economy, promote additional economic growth, and mitigate the effects of the Emergency;

E. Regulations are needed to efficiently implement development projects that will create jobs, invest in the local economy, assist in recovery, and protect the public welfare;

F. The City Manager and City Planner may recommend changes to this Ordinance – including codification within the Monterey Park Municipal Code – when it is practicable;

G. On July 1, 2020, the City Council adopted Urgency Ordinance Nos. 2177 (Planning Agency restructure) and 2178 (Non-Land Use Regulations) which implemented Phase I of the Monterey Park Business Recovery Program ("Phase I").

H. Also on July 1, 2020, the City Council directed that the temporary regulations identified in this Ordinance be considered during a noticed public hearing scheduled for July 15, 2020 as part of Phase II for the Monterey Park Business Recovery Program ("Phase II"). Together, Phase I and Phase II are collectively part of the 2020 Monterey Park Business Recovery Program.

I. The regulations adopted by this Ordinance are intended to be implemented temporarily in order to accelerate City approvals and promote local businesses. This Ordinance will be uncodified and is part of the "2020 Monterey Park Business Recovery Program."

SECTION 2. *Environmental Assessment.* This Ordinance was reviewed pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq.*, the "CEQA Guidelines"). Adopting this Ordinance is exempt from further environmental review because it establishes rules and procedures for operation of existing facilities; minor temporary use of land; minor alterations in land use; new construction of small structures; and minor structures accessory to existing commercial facilities. The Ordinance, therefore, is categorically exempt from further CEQA review under CEQA Guidelines §§ 15301; 15303, 15304(e); 15305; and 15311. Further, the adopting the ordinance is also exempt from review under CEQA pursuant to CEQA Guidelines § 15061(b)(3) because the ordinance is for general policies and procedure-making. It can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment. Individual projects utilizing the 2020 Monterey Park Business Recovery Program will each be separately subject to an environmental assessment. Finally, this Ordinance is exempt from further review pursuant to CEQA Guidelines § 15269(a) because the protection of public and private property is necessary to maintain service essential to the public, health and welfare.[1]

SECTION 3. *Zoning Findings.* Pursuant to Ordinance No. 2177 and MPMC § 21.38.050, the City Council finds that the changes implemented by this Ordinance will promote public health, safety and general welfare by, among other things, encouraging the most appropriate use of land, and conservation and stabilization of property value, all in accordance with the General Plan. The proposed changes to the MPMC do not affect any particular property. Rather, they are of citywide application and are intended to enhance property values while balancing property rights. The changes implemented by this Ordinance will streamline the development process and will contribute to the City's commitment of being business friendly.

SECTION 4. *General Plan Findings.* Pursuant to Government Code § 65860 and Ordinance No. 2177, the changes implemented by this Ordinance are consistent with the General Plan. Among other things, this Ordinance will help implement the following

[1] CEQA findings regarding an anticipated imminent emergency are valid (*see CalBeach Advocates v. City of Solana Beach* (2002) 103 Cal.App.4th 529).

goals and policies of the General Plan Land Use Element[2]:

A. GOAL 1: Commercial districts that allow a variety of retail, service, and entertainment uses and that accommodate flexibility over time.

1. Policy 1.1 Flexibility. Ensure zoning regulations provide flexibility regarding allowed uses.

2. Policy 1.2 Local Businesses. Advocate for and support local businesses and small business owners.

3. Policy 1.3 Economic Development. Maintain a proactive economic development program that promotes the benefits of Monterey Park for both local businesses and national and international companies.

B. GOAL 2: Dynamic mix of businesses, uses, and employment that sustain a strong local economy and contributes to a fiscally sustainable tax base

1. Policy 2.1 Flexibility. Provide flexible and clear development standards to allow commercial, professional, industrial, institutional, and hospitality businesses and uses to expand and thrive economically.

2. Policy 2.2. Business Growth. Facilitate the growth of a diverse business sector resilient to change over time and compatible with a broad range of skills and workers.

3. Policy 2.3 Innovation. Create a culture of innovation and growth, encouraging emerging businesses to attract high-quality jobs.

SECTION 5. *2020 Monterey Park Business Recovery Program.* The Land Use Regulations set forth below and in the attached Exhibits are incorporated by reference and adopted to implement the 2020 Monterey Park Business Recovery Program.

A. Temporary Parking Regulations – Exhibit A.

B. Temporary Administrative Use Permit Regulations – Exhibit B.

C. Business Recovery Development Agreement Zone ("BRDZ") – Exhibit C.

D. Temporary Noise Regulations – Exhibit D.

E. Temporary California Building Code Regulations – Exhibit E.

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[2] As adopted by Resolution No. 12172 June 17, 2020 and submitted to the November 3, 2020 ballot via Resolution No. 12179 on July 1, 2020.

SECTION 6. *Phase I Planning Agency Reconciliation*. To reconcile the changes implemented by Ordinance No. 2177 with the design review requirements of Monterey Park Municipal Code ("MPMC") Chapter 21.36, the City Council repeals MPMC §§ 21.36.040, 21.36.070, 21.36.080, 21.36.100, and 21.36.120. All references to the Planning Commission (as implemented by Ordinance No. 2177) in MPMC §§ 21.36.060, 21.36.080, and 21.36.130 are changed to "City Planner."

SECTION 7. *Construction*. This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 8. *Enforceability*. Repeal of any provision of the MPMC does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 9. *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 10. *Reliance on Record*. Each and every one of the findings and determinations in this Ordinance are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 11. *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 12. *Recording*. The City Clerk, or her duly appointed deputy, is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 13. *Electronic Signatures*. This Ordinance may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original

signature.

SECTION 14. *Sunset Clause*. The Council finds that it is in the best interest of the public safety, welfare and convenience of the City to implement this Ordinance during, at least, the Emergency. To ensure that the City Manager reviews the MPMC as contemplated by this Ordinance, this Ordinance will automatically be repealed and will become ineffective on December 31, 2020, unless the City Council takes additional action to extend the effectiveness of this Ordinance or supersedes it via a subsequently adopted Ordinance amending the MPMC.

SECTION 15. *Effective Date*. This Ordinance will become effective 30 days after its adoption and remain effective unless superseded or repealed.

PASSED AND ADOPTED this ____ day of _____, 2020.

_____
Hans Liang, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, Assistant City Attorney

Exhibit A

PHASE II

BUSINESS RECOVERY PROGRAM

TEMPORARY PARKING REGULATIONS

BRP2Parking. 010. **PARKING**. When considering parking needs for a project, the City Planner may utilize the following methods:

A. Parking standards set forth in the MPMC.

B. Where off-site parking is proposed to meet parking standards, the City Planner may accept appropriate alternatives like ride services, micro transit, and valet services to help reduce parking demand. Such services, however, must be mitigated with sufficient pick-up and drop-off areas.

C. Shared parking agreements for new projects.

D. Accept unbundled parking for new projects. Unbundled parking allows selling or leasing parking spaces separately, rather than automatically including the parking spaces with the purchase or lease of the commercial or residential use. Unbundling parking manages parking demand by allowing applicants to only pay for the parking spaces they actually need.

E. A traffic and parking study prepared by a licensed engineer to mitigate vehicle and parking impacts. The traffic and parking study must be prepared by a state licensed civil or traffic engineer in accordance with the Institute of Transportation Engineers, Parking Generation, 5th Edition. The engineer preparing the study should define an appropriate approach for determining the number of trips generated by a proposed project and present this approach in the study. The study may, in addition to any other parking arrangement or number of spaces, propose alternative parking methods such as tandem parking.

Exhibit B

PHASE II

BUSINESS RECOVERY PROGRAM

TEMPORARY ADMINISTRATIVE USE PERMIT REGULATIONS

BRP2AUP. 010. **ADMINISTRATIVE USE PERMIT ("AUP").**

A. Authorization. The City Planner is authorized to issue an AUP for (1) alcohol licenses which will function as a notice of public convenience and necessity; (2) drive-throughs; and (3) setbacks.

B. Application and Review. To initiate the review process, an application for an AUP must be filed with the City Planner on forms provided by the City Planner. Within five working days of filing a petition, the City Planner must notify the applicant as to the completeness of the application. The City Planner may request any additional information deemed necessary to evaluate the application. Failure of the City Planner to respond within five working days renders the application complete.

C. Decision. Within 10 working days from the date an application is deemed complete, the City Planner must issue a written determination as to the approval or denial of the application. The written determination will state the findings for decisions. In approving an application, the City Planner may attach conditions to the approval deemed necessary.

D. Findings. Before an AUP is granted, the City Planner must find that:

1. There is compatibility of the particular use on the particular site in relationship to other existing and potential uses within the general area in which the use is proposed to be located.

2. The proposed use is consistent and compatible with the purpose of the zone in which the site is located.

3. The proposed location and use and the conditions under which the use would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.

4. Potential impacts that could be generated by the proposed use, such as noise, smoke, dust, fumes, vibration, odors, traffic and hazards have been recognized and mitigated.

5. For alcohol related AUPs, the State Department of Alcohol Beverage Control has issued or will issue a license to sell alcohol to the applicant.

E. Drive-Throughs. For drive-through AUPs, the City Engineer may:

1. Authorize aisles to exit directly onto a public right-of-way.

2. Approve drive-through plans submitted by applicants where the underlying zoning allows for such uses. Those plans must be prepared by a design professional (e.g., a traffic engineer or architect). A drive-through plan may provide for setbacks that differ from the underlying zone if needed to accommodate vehicle queuing to help avoid stacking of vehicles onto public roads.

F. Expeditious Review. An expedited AUP provides for the processing of a completed AUP within a period not to exceed five total working days. The City Planner is authorized to select and utilize the services of a consultant, paid for by the applicant, for purposes of processing the expedited review and written determination.

G. Planning Commission Review. Except for alcohol AUPs, written determinations on administrative use permits, made by the City Planner must be placed as receive and file items on the next available agenda of the Planning Commission. Before the written determination being placed on a Planning Commission agenda, the City Planner must give public notice with the city council agenda, by mailing to interested parties requesting such notice, and electronic posting on the City's website, of the intention of the Planning Commission to receive and file the determination of the City Planner. Any member of the Planning Commission may request that an item be discussed and a decision on the application be made by the Planning Commission instead of received and filed. Except for alcohol AUPs which become final 10 days after being issued by the City Planner, no decision of the City Planner is final until the decision is received and filed or acted upon by the Planning Commission.

Exhibit C

PHASE II

BUSINESS RECOVERY PROGRAM

BUSINESS RECOVERY DEVELOPMENT AGREEMENT ZONE ("BRDZ")

BRP2BRDZ. 010. **Purpose**.

A. The purpose of the Business Recovery Development Agreement Zone (BRDZ) is used to identify sites and areas within the city that are subject to the requirements of adopted development agreements in compliance with this code.

B. The BRDZ constitutes a "floating zone" in that once a need is identified, this zone can be activated. This floating zone for the BRDZ area provides flexibility for otherwise strict development or sign regulations that would generally be applicable to the underlying zone.

C. In effect, this zone is not a true "floating zone" in that it does not add more regulations to an underlying zone. Rather, it is a "holding zone" which can be activated and used in place of the underlying zone when combined with a development agreement adopted by the city council in accordance with applicable law including this code.

BRP2BRDZ. 020. **General Requirements**.

A. Underlying Zones. The BRDZ may be combined with any commercial zone established by this code.

B. Allowed Land Uses. The land uses that may be allowed on a site within the BRDZ are limited to those specified in the applicable development agreement.

C. Parking standards may be included in a development agreement regulated by the BRDZ. Without limitation, such standards may regulate whether on-site parking may be transferred to designated off-site parking locations; tandem parking; or vehicle lift stations.

D. Permit Requirements. The land use permit requirements of the primary zoning district apply to all proposed development and land uses within the BRDZ, except as otherwise provided by the terms of the applicable development agreement.

E. Development and Land Use Standards. Proposed development and land uses within the BRDZ must comply with all applicable development and land use standards and exaction requirements specified in the development agreement and, to the extent that they are not in conflict with the terms of the development agreement, regulations that govern the primary zoning district apply to the site.

F. Zoning Map Notation. Upon the effective date of an ordinance placing a property in the BRDZ, the Zoning Map will be amended to show the overlay designation. After execution by all parties, the development agreement will be added to the city's Development Agreement Master List with the effective date and expiration date of the development agreement noted. Upon the expiration or earlier termination of a development agreement, the City Planner will remove the development agreement from the city's Development Agreement Master List. The BRDZ may be removed from the property by way of a Zone Map Amendment.

G. Approval of the BRDZ and any development agreement associated with the BRDZ rests solely within the City Council's discretion.

Exhibit D

PHASE II

BUSINESS RECOVERY PROGRAM

TEMPORARY NOISE REGULATIONS

BRP2Noise. 010. **DEFINITIONS**. Notwithstanding any definition set forth in the Monterey Park Municipal Code ("MPMC") and unless the contrary is stated or clearly appears from the context, the definitions set forth below govern the construction of words and phrases used in the Phase II Monterey Park Business Recovery Program. Words and phrases not defined below will be as set forth in the MPMC.

"Noise Disturbance" means any loud, raucous, annoying, or unusual noises that offends the peace and quiet of persons of ordinary sensibilities and interferes with the comfortable enjoyment of life or property and affects at the same time an entire neighborhood or any considerable number of persons. A noise disturbance includes, without limitation, any source of sound exceeding the sound level limitations established by this chapter.

BRP2NOISE. 020. **NOISE DISTURBANCES**.

A. Prohibited. It is unlawful for any person to allow, maintain, or cause any noise disturbance.

B. Exemptions. The following are not noise disturbances:

1. Sound generated by Motor Vehicles. Sound generated by Motor Vehicles, Trucks and Buses operated on streets and highways, Aircraft, Trains, and other Public Transport. This exemption does not apply to the following:

a. Operation of any vehicle, including any equipment attached to any vehicle (such as attached refrigeration and/or heating units or any attached auxiliary equipment), for a period in excess of 10 minutes in any hour while the vehicle is stationary for reasons other than traffic congestion.

b. Vehicles equipped with sound amplifiers that are not exempt. No person must operate or drive any vehicle or cause any vehicle to be operated or driven, or otherwise used, on any public street, which vehicle is equipped with a sound amplifying device or other machine or device for the production or reproduction of sound, which causes sound to carry onto private property or causes sound to be heard by

others using the public streets or thoroughfares which exceeds the sound level limits established by this chapter.

2. Emergencies. Emergency repairs that deal with health or safety risk and emergency generators or powered equipment used during a power outage or other emergency.

3. Emergency Warning Devices. Emergency warning devices such as fire alarms, burglar alarms, warning devices on emergency vehicles and train horns. This exemption does not apply to burglar or fire alarms any motor vehicle burglar alarms, except for emergency purposes, unless such alarm is terminated within 10 minutes of activation and no more than two false activations within a four-hour period.

4. Public Works Projects. Public works projects performed by public agencies, or their contractors which cannot be performed from 7 a.m. to 6 p.m. Monday through Friday.

5. Use Permits. Any use allowed by a use permit issued pursuant to this code that specifically allows sound level limits to be exceeded.

BRP2Noise. 030. **TEMPORARY NOISE PERMITS**. If an applicant can demonstrate that a diligent investigation of available noise abatement techniques indicates that compliance with this chapter would be impractical or unreasonable, the City Planner may issue a permit to allow an exemption from this chapter with appropriate conditions. Any such permit must be of as short duration as possible not to exceed three months.

Exhibit E

PHASE II

BUSINESS RECOVERY PROGRAM

TEMPORARY CALIFORNIA BUILDING CODE REGULATIONS

BRP2CBC. 010. **CALIFORNIA EXISTING BUILDING CODE ("CEBC").**

A. 503.1 (Alterations) General. Except as provided by Section 302.4, 302.5 or this section, alterations to any building or structure must comply with the requirements of the California Building Code or California Residential Code, as applicable, for new construction. Alterations created within a building or structure cannot cause the building or structure to be more out of compliance with the provisions of the California Building Code or California Residential Code, as applicable, than it was before the alteration was made.

Exceptions:

1. An existing stairway is not required to comply with the requirements of Section 1011 of the California Building Code where the existing space and construction does not allow a reduction in pitch or slope.

2. Handrails otherwise required to comply with Section 1011.11 of the California Building Code are not required to comply with the requirements of Section 1014.6 of the California Building Code regarding full extension of the handrails where such extensions would be hazardous because of plan configuration.

3. Where provided in below-grade transportation stations, existing and new escalators must have a clear width of less than 32 inches (815 mm).

4. A site assessment demonstrating, evaluating and certifying conformity with accessibility standards for public buildings, public accommodations, commercial buildings and/or public housing may be submitted by the design professional of record, or a CASp, in a form acceptable to the building official.

B. 506.1 (Change of Occupancy) Compliance. A change of occupancy cannot be made in any building unless that building is made to comply with the requirements of the California Building Code for the use or occupancy. Any new occupancy created within a building or structure cannot cause the building or structure to be more out of compliance with this code than it was

before the change was made. Subject to the approval of the code official, changes of occupancy will be permitted without complying with all of the requirements of this code for the new occupancy, provided that the new occupancy is less hazardous, based on the life and fire risk, than the existing occupancy.

Exceptions:

1. The building is not required to comply with Chapter 16 of the California Building Code, unless required by Section 506.4.

2. An assessment by the design professional of record in a from acceptable to the building official may serve to certify compliance to this code.

City Council Staff Report

DATE: August 5, 2020

AGENDA ITEM NO: **Consent Calendar Agenda Item 3-C**

TO: The Honorable Mayor and City Council

FROM: Matthew Hallock, Fire Chief

SUBJECT: Firefighter and Fire Department Uniforms Purchase – Approval of Agreement

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to execute an agreement, in a form approved by the City Attorney, with to Galls, LLC for an amount not to exceed $47,981.00 per fiscal year, for the purchase of firefighter and fire department uniforms; and
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

In accordance with the Memorandum of Understanding between the City of Monterey Park and the Monterey Park Firefighters' Association, the Firefighters are contractually entitled to new uniform purchases each fiscal year. In preparation for the upcoming fiscal year, staff recently solicited bids for the purchase of firefighter uniforms and accessories as well as Fire Department uniforms, including Fire Prevention and Code Enforcement uniform items. Staff seeks City Council approval to award a contract to Galls, LLC.

BACKGROUND:

Each fiscal year, the firefighters are provided a $806.00 uniform allowance to purchase new uniforms per the current Memorandum of Understanding approved by the City Council. The uniforms worn by the Firefighters and Reserve Firefighters are made of a fire resistant material called "Nomex." This material has excellent thermal, chemical, and radiation resistance. It is best known as a barrier to fire and heat.

On August 7, 2019, staff received approval during the City Council Meeting to execute a multi-year agreement with bidder, Tom's Clothing & Uniforms ("Tom's Uniforms"), for the purchase of firefighter uniforms for Fiscal Year 2019-2020. During Fiscal Year 2019-2020, there were multiple instances of delayed uniform availability and change in embroidery with uniform provided by Tom's Uniforms. The Tom's Uniform process did not fit the needs of the Fire Department.

Staff recently conducted a RFP based on the most commonly purchased uniform attire and accessories (Attachment 1). This RFP included Fire Prevention and Code Enforcement uniform items in order to provide a more comprehensive Fire Department uniform list and pricing. Galls, LLC ("Galls") was the lowest and only bidder. Galls was the lowest bidder in the 2019 RFP and 2020 RFP. The average difference between the

2019 RFP and 2020 RFP prices of listed items was an increase of $22.44, which equated to an average percentage change of 1.69% (Attachment 1).

Staff is recommending entering into a one-year contract with the vendor with the lowest proposal, Galls, LLC, in an amount not to exceed $47,981.00 per fiscal year, with an option to extend the agreement for two additional one-year periods based on satisfactory performance. Galls outlined an online ordering system and large on-hand inventory in the public safety industry.

FISCAL IMPACT:

Funding for the purchase of Firefighter and Fire Department Uniforms is budgeted each fiscal year in the general fund. The Fire Department's FY 20-21 budget includes the following:

Description	Account	Amount
Clothing/Annual Uniform Issue (Emergency Operation)	0010-801-3210-22310	$41,106.00
Uniform Allowance-Reserves	0010-801-3210-22320	$4,000.00
Clothing/Annual Uniform Issue (Fire Prevention)	0010-801-3205-22310	$1,675.00
Clothing/Annual Uniform Issue (Code Enforcement)	0010-801-3240-22310	$1,200.00
Total		**$47,981.00**

Approved by:

Ron Bow
City Manager

Respectfully submitted by:

Matthew Hallock
Fire Chief

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENT:

1. Price Sheet Comparison

ATTACHMENT 1
Price Sheet Comparison

MONTEREY PARK FIRE DEPARTMENT
REQUEST FOR QUOTES
FIREFIGHTER UNIFORMS AND ACCESSORIES
RFP # 620U

EXHIBIT A

The City of Monterey Park is soliciting quotes on the following items to prepare a purchase order and service agreement for the year with one or more vendors. These items are a random sampling of common items purchased by the Fire Department during the course of the year.

		VENDOR NAME: Galls, LLC				VENDOR NAME: Galls, LLC	VENDOR NAME: Galls, LLC
	ITEM DESCRIPTION	**VENDOR PRICE**				**Average Price Submitted for 7-15-2020 RFP Close Date**	**Average Price Submitted for 6-25-2019 RFP Close Date**
1)	Nomex Trouser "A" Cut, sizes 28 - 42 - Midnight Navy	$116.00	Size 30-42	$144.00	Size 27-29	$130.00	$116.00
2)	Nomex Trouser "A" Cut sizes 44 - 60 - Midnight Navy	$116.00	Sizes 44-50	$144.00	Size 52-26 (Size 58-60 Not available)	$130.00	$134.00
3)	Nomex Trouser "B" Cut sizes 28 - 42 - Midnight Navy	$123.00	Sizes 30-42	$155.00	Size 26-29	$139.00	$123.00
4)	Nomex Trouser "B" Cut sizes 44 - 60 - Midnight Navy	$123.00	Size 44-50	$155.00	Size 52-60	$139.00	$144.00
5)	Embroider 1st Initial Last Name in Silver 1665 on Right Chest 1/2" Military Block, All Caps; sew shoulder patch on left shoulder 1" below shoulder seam	$5.28				$5.28	$5.28
6)	Nomex Long Sleeve Shirt Sizes: 34 - 50 - Midnight	$121.00	Size 38-50 Reg	$152.00	Size 34-36, 38-50 Long	$136.50	$129.50
7)	Nomex Long Sleeve Shirt Sizes 52 - 62	$138.00	Size 52-66			$138.00	$138.00
8)	Embroider 1st initial Last Name in Silver 1886 on Right Chest 1/2" Military Block, All caps	$5.28				$5.28	$5.28
9)	Midnight Nomex short sleeve size 34 - 50	$102.00	Size 36-50	$130.00	Size 30-34	$116.00	$112.00
10)	Midnight Nomex short sleeve shirt size 52 - 62	$102.00	Size 52-58	$130.00	Size 60-66	$116.00	$122.00

MONTEREY PARK FIRE DEPARTMENT
REQUEST FOR QUOTES
FIREFIGHTER UNIFORMS AND ACCESSORIES
RFP # 620U

		VENDOR NAME: Galls, LLC				VENDOR NAME: Galls, LLC	VENDOR NAME: Galls, LLC
	ITEM DESCRIPTION	VENDOR PRICE				Average Price Submitted for 7-15-2020 RFP Close Date	Average Price Submitted for 6-25-2019 RFP Close Date
11)	Embroider 1st Initial Last Name in silver 1886 on right chest, 1/2" military block, all caps.	$5.28				$5.28	$5.28
12)	V Flex Cotton Twill Ball Cap	$21.00				$21.00	$21.00
13)	Champion Shorts with Pockets - Size XL	$14.00				$14.00	$14.00
14)	Champion Shorts with Pockets - Size 2X	$18.00				$18.00	$18.00
15)	Champion Shorts Screen Logo on thigh, left leg	$5.00				$5.00	$5.00
16)	Gildan Ultra Cotton S/S T-shirt, Size Small - XL; Color: Black or Navy	$9.00				$9.00	$9.00
17)	Gildan Ultra Cotton S/S T-shirt, 2XL - 4XL; Color: Black or Navy	$11.00				$11.00	$11.00
18)	Gildan Ultra Cotton S/S T-shirt screen, left chest with 3 line logo - Color: White	$5.00				$5.00	$5.00
19)	Gildan Ultra Cotton S/S T-shirt Screen back of T-shirt with 3 line logo - Color: White	$7.00				$7.00	$7.00
20)	Gildan Ultra Cotton L/S T-Shirt, Color: Black or Navy, Size Small - XL	$8.50				$8.50	$8.50
21)	Gildan Ultra Cotton L/S T-Shirt, Color Black or Navy, Size 2X - 4X	$12.00				$12.00	$12.00
22)	Gildan Ultra Cotton L/S T-Shirt Screen left chest with 3 line logo - Color: White	$5.00				$5.00	$5.00

MONTEREY PARK FIRE DEPARTMENT
REQUEST FOR QUOTES
FIREFIGHTER UNIFORMS AND ACCESSORIES
RFP # 620U

EXHIBIT A

		VENDOR NAME: Galls, LLC				VENDOR NAME: Galls, LLC	VENDOR NAME: Galls, LLC
	ITEM DESCRIPTION	**VENDOR PRICE**				**Average Price Submitted for 7-15-2020 RFP Close Date**	**Average Price Submitted for 6-25-2019 RFP Close Date**
23)	Gildan Crewneck Sweatshirt - Color Black or Navy Size Small - XL	$12.50				$12.50	$12.50
24)	Gildan Crewneck Sweatshirt - Color Black or Navy Size 2X - 4X	$16.50	Size 4X not available			$16.50	$16.50
25)	Screen left chest with 3 line logo - Color: White	$5.00				$5.00	$5.00
26)	Screen back of T-shirt with 3 line logo - Color: White	$7.00				$7.00	$7.00
27)	Job Shirt - 5.11 - Color: Black or Navy, Size Small - 2X	$54.44				$54.44	$58.00
28)	Job Shirt - 5.11 - Color: Black or Navy, Size 3X	$63.00				$63.00	$63.00
29)	Embroider 1st Initial Last Name in White on Right Chest, 1/2" Military Block, All Caps	$5.28				$5.28	$5.28
30)	Embroider left chest with 3 line logo in white	$10.25				$10.25	$10.25
31)	FLYING CROSS MEN'S POLYESTER COTTON TROUSERS WITH FLEX WAISTBAND	$64.99					Item not part of 2019 sample items list

MONTEREY PARK FIRE DEPARTMENT
REQUEST FOR QUOTES
FIREFIGHTER UNIFORMS AND ACCESSORIES
RFP # 620U

EXHIBIT A

		VENDOR NAME: Galls, LLC				VENDOR NAME: Galls, LLC	VENDOR NAME: Galls, LLC
	ITEM DESCRIPTION	VENDOR PRICE				Average Price Submitted for 7-15-2020 RFP Close Date	Average Price Submitted for 6-25-2019 RFP Close Date
32)	FECHHEIMER MENS POLY COTTON TWILL PANTS	$71.99					Item not part of 2019 sample items list
33)	FLYING CROSS MEN'S POLY COTTON SHORT SLEEVE SHIRT (Shirts: (with badge tabs, zipper, remove epaulette)	$72.58					Item not part of 2019 sample items list
34)	FLYING CROSS WOMEN'S DELUXE TROPICAL WEAVE SHORT-SLEEVE SHIRT (Shirts: (with badge tabs, zipper, remove epaulette)	$72.58					Item not part of 2019 sample items list
35)	FLYING CROSS WOMEN'S DELUXE TROPICAL WEAVE LONG-SLEEVE SHIRT	$105.58					Item not part of 2019 sample items list
36)	THOROGOOD 6" DEUCE SIDE ZIP WATERPROOF BOOT	$120.00					Item not part of 2019 sample items list
37)	Boston Leather 1 1/2" Leather Garrison Belt	$21.99	Size 28-44	$22.99 Size 46-54	$24.99 Size 56-68		Item not part of 2019 sample items list
38)	THREE SEASON JACKET	$54.99	Size S-XL	$59.99 Size 2X-3X	$63.99 Size 4X-5X. Right Chest Embroidery $5.28		Item not part of 2019 sample items list
39)	FLYING CROSS LAYERTECH SOFT-SHELL JACKET	$126.99	$18.50 Monterey Park Fire logo	$5.28 Right Chest Embroidery			Item not part of 2019 sample items list
40)	5.11 TACTICAL MEN'S SNAG-FREE PERFORMANCE SHORT SLEEVE POLO	$39.99	Size XS-2X	$45.99 Size 3X Reg, Lg-5X Tall	$25.99 Fire Prevention Specialist Logo,$8.79 Monterey Park Fire logo		Item not part of 2019 sample items list

MONTEREY PARK FIRE DEPARTMENT
REQUEST FOR QUOTES
FIREFIGHTER UNIFORMS AND ACCESSORIES
RFP # 620U

EXHIBIT A

		VENDOR NAME: Galls, LLC				VENDOR NAME: Galls, LLC	VENDOR NAME: Galls, LLC
	ITEM DESCRIPTION	**VENDOR PRICE**				**Average Price Submitted for 7-15-2020 RFP Close Date**	**Average Price Submitted for 6-25-2019 RFP Close Date**
41)	5.11 Tactical Polo shirt 71049-724, Material- 100% Polyester	$39.99	Size XS-2X	$45.99 Size 3X Reg, Lg-5X Tall	$25.99 Fire Prevention Specialist Logo,$8.79 Monterey Park Fire logo		Item not part of 2019 sample items list
42)	5.11 Tactical Pants 74273-724, Material- 65% Polyester & 35% Cotton	$49.99	Size 28-44	$59.99	Size 48-54		Item not part of 2019 sample items list
43)	5.11 Tactical Belt 59409 Material- Nylon webbing	$39.99	Size S-XL	$45.99	Size 2X-4X		Item not part of 2019 sample items list
44)	Reebok Boots RB8605 Material- Leather	$109.99					Item not part of 2019 sample items list
	Total of Sampled Items	**$2,237.95**	**Shipping Fee: $10.95 for orders $150.00 and below. Free shipping for orders over $150.00**			**$1,349.81**	**$1,327.37**

Average Difference	**$22.44**
Average Percent Change	**1.69%**

City Council Staff Report

DATE: August 5, 2020

AGENDA ITEM NO: **Consent Calendar Agenda Item 3-D**

TO: Honorable Mayor and Members of the City Council

FROM: Matt Hallock, Fire Chief

SUBJECT: Continuance regarding Consideration of a Resolution to Record a Notice of Special Assessment for Nuisance Abatement at 229 E. Markland Drive (APN 5265-007-007)

RECOMMENDATION:

It is recommended that the City Council consider:

1. Continuing consideration of the Resolution to the August 19, 2020 City Council meeting; or
2. Alternatively taking such additional related action that may be desirable.

EXECUTIVE SUMMARY:

The proposed special assessment for City incurred costs and fees in the amount of $52,510.03.

FISCAL IMPACT:

None.

Respectfully submitted:

By: Matt Hallock

Matt Hallock,
Fire Chief

Approved by:

Ron Bow, City Manager

Reviewed by:

Natalie C. Karpeles, Deputy City Attorney

City Council Staff Report

DATE: August 5, 2020

AGENDA ITEM NO: Consent Calendar
Agenda Item 3-E

TO: The Honorable Mayor and City Council

FROM: Danielle Tellez, Interim Director of Human Resources and Risk Management

SUBJECT: Legal Services Agreements with Hanna, Brophy, MacLean, McAleer & Jensen, LLP (workers compensation).

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to execute standard legal retainer with Hanna, Brophy, MacLean, McAleer & Jensen, LLP in a form approved by the City Attorney for on-call legal services.
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City uses the services of outside, specialized legal counsel for assistance with litigated workers compensation claims. David Thomas has been with Hanna, Brophy, MacLean, McAleer & Jensen, LLP since 2003 and is listed as an office managing partner. Mr. Thomas handles Workers Compensation matters for other member cities of the Independent Cities Risk Management Authority (ICRMA), of which Monterey Park is a member city. Staff recommends that the City Council authorize the City Manager to execute a standard retainer agreement with this firm to confirm their representation of the City of Monterey Park for selected workers compensation claims.

BACKGROUND:

Staff has performed a comprehensive review of the City's existing workers' compensation claims. Based on this review, staff believes that it would be prudent to retain the firm of Hanna, Brophy, MacLean, McAleer & Jensen, LLP to represent the City in selected workers compensation claims. These specialized legal services would be administered in accordance with the ICRMA Workers Compensation Program Memorandum of Coverage. The law firm has an ongoing relationship with ICRMA and it is part of the ICRMA approved panel of attorneys providing services to its members.

In an abundance of caution, the City Attorney's office recommended that the City have a retainer agreement with this law firm to confirm the attorney-client status between these attorneys and the City. The Human Resources Department would continue to

coordinate legal services with the law firm via the ICRMA and the City Attorney's Office would continue to monitor the legal work. This contract provides that the firm provide legal services upon request.

FISCAL IMPACT:

The hourly rates vary between $80.00 per hour to $150.00 per hour. Funds are budgeted for such legal services.

Respectfully submitted by:

Danielle Tellez
Interim Director of Human
Resources & Risk Management

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENT(S):

1. Legal Services Agreement: Hanna, Brophy, MacLean, McAleer & Jensen, LLP

ATTACHMENT 1
Legal Services Agreement

LEGAL SERVICES AGREEMENT
LEGAL SERVICES
BETWEEN
THE CITY OF MONTEREY PARK AND
HANNA, BROPHY, MACLEAN, MCALEER & JENSEN, LLP

This AGREEMENT is entered into this 6th day of August, 2020 by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("City") and HANNA, BROPHY, MACLEAN, MCALEER & JENSEN, LLP , a limited liability partnership ("Law Firm").

1. **CONSIDERATION.**

A. City agrees to engage the services of Law Firm, and Law Firm agrees to perform services for City that are described below, all for the compensation and subject to the terms and conditions in this Agreement.

B. *Legal Fees.* City will compensate Law Firm for the services to be provided by Law Firm to City pursuant to this Agreement as follows:

i. The current range of hourly rates for Law Firm time is set forth in attached **Exhibit "A,"** which is incorporated by reference.

ii. All office, travel and meeting time will be billed at such rates in increments not exceeding one tenth (.1) of an hour.

C. *Cost and Expense Reimbursement.* In addition to the foregoing compensation, City will reimburse Law Firm for actual and necessary ordinary out of pocket expenses reasonably incurred by Law Firm in performance of the service provided by Law Firm to City pursuant to this Agreement. Examples are as follows: deposition fees; postage; messenger/process service; faxes; and document reproduction.

D. *Reimbursable Extraordinary Expenses.* With City's prior approval, it will also reimburse Law Firm for extraordinary charges such as for consultants; expert witnesses; travel outside Los Angeles County; and investigative services.

E. *Non-reimbursable Expenses.* City will not reimburse Law Firm for the following: staff time or overtime for performing secretarial, clerical, or word processing functions; charges for time spent to provide necessary information for City audits, billing or budget inquiries; and computer on line charges.

F. *Billing.* Law Firm will bill City monthly for the services provided by Law Firm to City pursuant to this Agreement, as well as all reimbursable costs and expenses. All bills for legal fees will set forth in detail the work performed during the billing period in line item format, so that each task is separately explained and has

specific time recorded. Bills for reimbursable costs and expenses will set forth the cost for each category of such expenses incurred during the billing period in addition to the total cost of the expenses. If the amount charged in any one month for reproduction costs exceeds $100.00, the billing statement will contain backup documentation. Reimbursement for expenses incurred by an outside vendor will include the vendor's invoice.

G. *No Double Billing.* Law Firm will not charge City for more than one attorney's time for appearances at a court proceeding, deposition, or meeting with third parties, unless City's Representative has expressly authorized the use of more than one attorney for such appearances.

H. *Payment.* City will pay Law Firm for all of Law Firm's services, costs and expenses provided or incurred pursuant to this Agreement following receipt and approval of a bill for such services, costs and expenses that complies with the provisions of this Agreement. City will make its best effort to process and pay such bill within 30 of the receipt of such bill. In the event City fails to process and pay a bill within such 30-day period, it will not be liable for any interest or finance change arising out of such delinquency.

I. *Taxpayer Information.* Law Firm agrees to attach a completed W-9 Form to this Agreement to facilitate tax reporting for payments made by City to Law Firm pursuant to this Agreement.

J. *ICRMA Policies.* To the extent that City utilizes Law Firm for litigation addressed by the Independent Cities Risk Management Authority ("ICRMA") Workers Compensation Litigation Management Policies and Procedures (the "Litigation Policies"), Law Firm agrees to adhere to those Litigation Policies including, without limitation, the hourly rates established by the ICRMA. A copy of the Litigation Policies is attached as Exhibit "C" for reference.

2. **SCOPE OF SERVICES.** Law Firm will represent City in workers' compensation matters requested by the City Manager or City Attorney ("Services").

3. **LAW FIRM'S PERSONNEL.**

A. *Lead Attorney.* All Services provided by Law Firm to City pursuant to this Agreement will be performed by or under the direction of the following attorney: David Thomas.

B. *Assisting Attorneys.* Additional attorneys who will assist the lead attorney in performing the Services may change, but generally will be members of the Law Firm's Employment Law Practice.

C. *Attorney Changes.* Law Firm agrees that there will be no change in the attorneys performing or assisting in performance of the Services provided to City under this

Agreement without City's prior written consent.

D. *Conflicts of Interest.*

i. Law Firm represents that neither Law Firm nor any of the attorneys or other persons employed by Law Firm have any material financial interest, direct or indirect, in any contract or decision made by or on behalf of City that may be affected by the services to be provided to City pursuant to this Agreement, other than a financial interest that is similar, in all material respects, to the interests of the general public. Law Firm further agrees that no attorney or other person having any such interest will be employed by Law Firm while this Agreement remains in effect. If Law Firm or an attorney or other person employed by Law Firm acquires such an interest while this Agreement remains in effect, Law Firm will immediately disclose such interest to City's Representative, and the interested individual will not participate in or influence the performance of the services to be provided to City pursuant to this Agreement.

ii. In addition to the requirements regarding conflicts of interest imposed on attorneys by the California Business and Professions Code, and by Rule 3-310 of the California Rules of Professional Conduct, Law Firm agrees that neither Law Firm nor any attorney employed by Law Firm will represent clients before any board, commission, committee or department of City, or represent a client adverse to City for a period of one year from the date of the completion of the services to be provided to City pursuant to this Agreement or the early termination of such services in the manner hereinafter provided by this Agreement. The provisions of this paragraph may be waived by the written consent of the City Manager.

iii. Law Firm knows of no conflicts of interest that would preclude it from representing the City on any matter that may come before it. Nevertheless, Law Firm represents a wide variety of clients, including private individuals, businesses and other entities, and from time to time representing either the City or the other client or both. Law Firm is not permitted, nor would it consider, representing another client in any manner that is potentially adverse to the City without its specific written consent. It is possible however, that Law Firm may represent clients that have matters before the City on other matters that are not adverse to the City. For example, Law Firm might provide employment representation to a national retail business that at some time in the future may seek land use approvals in the City. In such a case, Law Firm's representation of that company would be disclosed to the City at the earliest opportunity and the City would then need to evaluate whether it views that representation as in conflict with our representation of the City. Should the City find our representation of such a client objectionable, the City retains the ability to

terminate Law Firm's services or refer any matters that may be at issue to another attorney or law firm.

4. **EXPERT WITNESSES AND CONSULTANTS.** Law Firm may retain expert witnesses and consultants in the performance of this Agreement only with City's prior consent. Upon retention of an expert witness or other consultant, City's Representative will determine whether the cost of such expert Law Firm will be paid by Law Firm or directly by City. In the event Law Firm pays the cost of such expert witness or consultant, such costs will be a reimbursable cost that may be billed by Law Firm to City.

5. **LIMITATIONS ON REPRESENTATION.** In the course of its representation of City in performing the Services, Law Firm will not take any of the following actions without City's prior consent:

A. Disqualify any judge assigned to preside at any trial, hearing, status conference, settlement conference or other proceeding pertaining to the litigation;

B. Agree to any mediation or arbitration on any matter at issue in litigation except where mediation or arbitration is required by a court rule or order;

C. File an appeal from an adverse judgment entered by the court in the litigation, or file a writ seeking appellate review of any interlocutory order or ruling of the court.

D. Propose or agree to any settlement of the litigation.

6. **REPORTS.** If the Services constitute litigation, then during the course of its representation of City, Law Firm will provide City's Representative with the following litigation reports:

A. An initial evaluation report, unless otherwise waived by City Representative and an annual litigation status report during the month of July in each year that this Agreement remains in effect that contains the following information bearing on the litigation that is the subject of this Agreement:

i. The name and a very brief description of the litigation;

ii. The current procedural status of the litigation;

iii. If City appears as a plaintiff or cross complainant in the litigation, a concise statement of each claim for relief sought by Law Firm on behalf of City in the litigation, and an evaluation of City's ability to prevail on the claim or claims;

iv. If City appears as a defendant or cross defendant in the litigation, a statement of the relief sought by the plaintiff or cross complainant, and an evaluation of City's liability with respect to the claim or claims;

v. An evaluation of the prospects for settlement as well as an estimate of the settlement value of the litigation;

B. A written or oral report on any material change in Law Firm's evaluation of the litigation that is the subject of this Agreement, promptly following the date Law Firm becomes aware of law or facts that cause the change in Law Firm's evaluation of the litigation; and

C. Such other oral or written reports regarding the litigation as may be requested by City's Representative.

7. **FILES**. Law Firm agrees that all legal files maintained by Law Firm pertaining to the services provided to City pursuant to this Agreement are and will remain City's property. However, Law Firm will have the right to retain copies of such files upon completion of the Services provided for by this Agreement, or upon the earlier termination such services in the manner hereinafter provided in this Agreement. For purposes of this Agreement the term "files" will include electronic files and data, as well as paper files that are maintained by Law Firm in the performance of the Services.

8. **INSURANCE**. Law Firm agrees to provide insurance in accordance with the requirements set forth in attached **Exhibit "B,"** which is incorporated herein. If Law Firm uses existing insurance policies to comply with such requirements, but such policies do not conform to the requirements in all material respects, Law Firm agrees to cause such policies to be amended or supplemented by endorsement or otherwise in a manner necessary to comply with the requirements.

9. **INDEMNIFICATION.**

A. Except as otherwise provided in this Agreement, Law Firm agrees that it will save harmless and indemnify, including, without limitation, City's defense costs (including reasonable attorney's fees), from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by Law Firm or any of Law Firm's officers, agents, employees, or representatives, in the performance of this Agreement.

B. For purposes of this section "City" includes City's officers, elected and appointed officials, and employees.

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

10. **CITY'S REPRESENTATIVE**. The name, address and telephone number of City's Representative is as follows:

Mark D. Hensley, City Attorney
2600 West Olive Street, Ste. 500, Burbank, CA 91505
mhensley@hensleylawgroup.com
(818) 333-5120

With a copy to:

Karl H. Berger, Assistant City Attorney
kberger@hensleylawgroup.com
(818) 333-5120

11. **FIRM'S REPRESENTATIVE**. The name, address and telephone number of FIRM's Representative is as follows:

David Thomas
Hanna, Brophy, MacLean, McAleer & Jensen, LLP
1500 Iowa Ave., Suite 220
Riverside, CA 92507
DTHOMAS@HANNABROPHY.COM

12. **TERMINATION OF SERVICES**. City may terminate this Agreement with or without cause at any time by serving Law Firm with notification of such termination by mail, by fax, or by City's Representative's oral notice of termination followed by written confirmation of same served on Law Firm by mail. Law Firm, on the other hand, may terminate this Agreement only with City's written consent, or in the event Law Firm is unable to continue to provide the services required by this Agreement for good cause or causes beyond Law Firm's control.

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

14. **PERMITS AND LICENSES**. Law Firm, at its sole expense, will obtain and maintain during the term of this Agreement, all permits, licenses, and certificates that may be required, as determined by Law Firm, in connection with the performance of services under this Agreement.

15. **WAIVER**. City's review or acceptance of, or payment for, work product prepared by Law Firm under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Law Firm's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

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

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

18. **AUDIT OF RECORDS.** Law Firm will maintain full and accurate records with respect to all services and matters covered under this Agreement. City will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. Law Firm will retain such financial and program service records for at least four (4) years after termination or final payment under this Agreement.

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

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

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

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

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

24. **ELECTRONIC SIGNATURES.** This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one

instrument executed on the same date. In accordance with Government Code §16.5, the Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

25. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.

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

CITY OF MONTEREY PARK

_____

Ron Bow,
City Manager

HANNA, BROPHY, MACLEAN, MCALEER & JENSEN, LLP

_____

David Thomas
Attorney

ATTEST:

_____

Vincent D. Chang,
City Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

By: _____

Karl H. Berger,
Assistant City Attorney

Exhibit A

PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Agreement Effective Date)

Attorneys:	$150.00 per hour
Paralegals:	$100.00 per hour
Legal Assistants:	$80.00 per hour

EXHIBIT "B"
INSURANCE REQUIREMENTS

A. **Types and Amounts of Insurance Coverage.** Law Firm will provide the following types of insurance designated in this section by a check mark that includes coverage limits complying, at a minimum, with the limits set forth herein

Type of Insurance	Limits (comb. single)
Errors and omission	$2,000,000
Business auto liability	$1,000,000
Workers comp.	Statutory requirement

B. **Insurance Policy Forms and Provisions.** The insurance policies provided by Law Firm in compliance with the requirements of this section will conform to all of the following requirements regarding policy forms and provisions

(1) Errors and Omissions Insurance will be provided covering liability for professional malpractice. Such coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis, Law Firm will continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated (hereinafter the "extended insurance"). Such extended insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover Law Firm for all claims made by City arising out of any errors or omissions of Law Firm, or the officers, employees or agents of Law Firm during the time this Agreement was in effect.

(2) Business Auto Coverage will be provided on ISO Business Auto Coverage Form No. CA 00 01 06 92 including symbol 1 (any auto). As in the case of general liability insurance requirement, City and all of City's officers, employees, agents and volunteers will be named as additional insureds under such insurance coverage using ISO Form No. CG 20 10 11 85 (in no event with an edition date later than 1990). The insurance policy providing such coverage will be scheduled as underlying insurance to any umbrella policy required above meeting general liability insurance requirements.

(3) Workers' Compensation/Employer's Liability Coverage will provide workers' compensation statutory benefits as required by law. Unless otherwise agreed, this policy will be endorsed to waive any right of subrogation as respects the City and City's officers, employees, agents and volunteers. Employer's liability coverage provided by such insurance will be scheduled under any primary or umbrella policy described above to meet general liability insurance requirements.

C. Additional Insurance Requirements. Law Firm agrees to comply with the following additional requirements with respect to the insurance provided pursuant to this section:

(1) Unless otherwise approved by City, Law Firm's insurance will be written by insurers authorized to do business in the State of California, and with a minimum "Best's" Insurance Guide rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

(2) Law Firm will provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required, copies of the insurance policies themselves or any portions thereof, and any required endorsements. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage. Law Firm will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

(3) Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. Coverage will not be limited to the specific location, individual or entity designated as the address of the project or services provided for by this Agreement.

(4) Law Firm will ensure that coverage provided to meet these requirements is applicable separately to each insured, and that there will be no cross liability exclusions that preclude coverage for suits between Law Firm and City, between Law Firm and any other named insureds or additional insureds under the insurance policy, or between City and any party associated with City or City's officers, employees, agents or volunteers.

(5) All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, will not prohibit Law Firm, and Law Firm's employees or agents, from waiving the right of subrogation before a loss. By these presents, Law Firm waives its right of subrogation against the City.

(6) Any failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any other additional insured in this or any other regard.

(7) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary to meet the requirements of this Agreement, and any premium paid by City for such insurance will be promptly reimbursed by Law Firm, or, if not promptly reimbursed, deducted from any compensation to be paid by City to Law Firm pursuant to this Agreement

(8) Law Firm will provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least 72 hours before expiration of coverage.

(9) Law Firm will require all subcontractors or other parties hired by Law Firm to perform any part of the services required by this Agreement to purchase and maintain all of the insurance specified above and all such commercial general liability insurance and business automobile insurance will name as additional insureds all parties to this Agreement. Law Firm will obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein. No contract used by any Law Firm, or contracts Law Firm enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. When requested, Law Firm will provide City will all agreements with subcontractors or others with whom Law Firm contracts with on behalf of City, and with all certificates of insurance obtained in compliance with this paragraph. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

(10) Law Firm will provide immediate notice to City of any claim against Law Firm or any loss involving Law Firm that could result in City or any of City's officers, employees, agents or volunteers being named as a defendant in any litigation arising out of such claim or loss. City will not incur any obligation or liability by reason of the receipt of such notice. However, City will have the right, but not the duty, to monitor the handling of any such claim or loss that is likely to involve City.

(11) In the event of any loss that is not insured due to the failure of Law Firm to comply with these requirements, Law Firm will be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to City, or City's officers, employees, agents or volunteers as a result of such failure.

City Council Staff Report

DATE: August 5, 2020

AGENDA ITEM NO: Consent Calendar
Agenda Item 3-F

TO: The Honorable Mayor and City Council

FROM: Danielle Tellez, Interim Human Resources Director and Risk Manager

SUBJECT: Delegation of Settlement Authority

RECOMMENDATION:

It is recommended that the City Council consider:

(1) Adopting a resolution delegating authority for processing and settling claims filed against the City; and

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

BACKGROUND

A review of the City's existing claims processing procedures suggests that the City Council should delegate authority to the City Manager for administering, compromising, and settling claims up to $50,000 in accordance with Government Code § 935.4.

Under the City's current procedures, filed claims are forwarded to the ICRMA's third-party claims investigators, Carl Warren & Company. That company reviews each claim and makes a recommendation to the City regarding whether the claim should be rejected or not. Based upon that recommendation, the City Manager's office either rejects the claim or seeks to pay it if the amount sought is less than $25,000. For all cases, the City Council retains authority to settle cases up to $500,000 in its sole discretion.

If a claim is rejected, a claimant may file a complaint against the City with the court. Under such circumstances, the complaint is generally forwarded to the ICRMA for defense and indemnification. If the ICRMA assumes the defense and indemnification for an action, the City does not generally have any role in settling cases.

The proposed Resolution would be a clear delegation of authority to the City Manager, or designee, to reject or resolve claims. It would also place certain limitations on the City Manager's ability to settle claims including the dollar limitation of $50,000. Any settlement between $50,000 and $500,000 would be approved by the City Council (anything above $500,000 would be assumed by ICRMA). Finally, it would establish certain procedures for claims investigations and service of complaints.

FISCAL IMPACT:

None.

Respectfully submitted,

Prepared by:

Danielle Tellez
Interim Human Resources Director

Approved by:

Ron Bow,
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachments:

1. Draft Resolution

ATTACHMENT 1
Draft Resolution

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO ADMINISTER, COMPROMISE, OR SETTLE CLAIMS IN ACCORDANCE WITH GOVERNMENT CODE §§ 910 *ET SEQ.* AND MONTEREY PARK MUNICIPAL CODE §§ 13.12.010 *ET SEQ.*

The City Council of the City of Monterey Park does resolve as follows:

SECTION 1: The City Council finds as follows:

A. Government Code §§ 910, *et seq.* and the Monterey Park Municipal Code ("MPMC") §§ 13.12.010, *et seq.* provide the procedure for filing claims against the City or its employees;

B. Government Code § 935.4 provides that the City may authorize an employee of the local public entity to resolve claims against the local public entity;

C. The City is a member of the Independent Cities Risk Management Authority ("ICRMA") and pursuant to Government Code §§ 990.4, *et seq.* and §§ 6500 *et seq.* pools its self-insured liability claims and losses with other ICRMA members under a Memorandum of Coverage; and

D. The Joint Powers Agreement creating the ICRMA authorizes it to exercise powers common to members and appropriate to defend and indemnify members from liability claims under the Memorandum of Coverage.

SECTION 2: *Authorization.* In accordance with applicable law including, without limitation, Government Code § 935.4, the City Council authorizes the City Manager, or designee, to

A. Accept, reject, return as insufficient, or return as untimely any claims filed against the city of Monterey Park (or its employees) in accordance with Government Code §§ 910, *et seq.* and MPMC §§ 13.12.010, *et seq.*;

B. Provide notices authorized by applicable law on the City's behalf;

C. If appropriate, and after consulting with the City Attorney, compromise or settle claims in an amount not to exceed $50,000; and

D. Tender claims to the ICRMA in accordance with the Memorandum of Coverage.

SECTION 3: *Administration of Claims.* In accordance with this Resolution and, if applicable, the Memorandum of Coverage, the City Council establishes the following

limitations and designations upon administration of claims:

A. The City Clerk is the City's custodian of records and is the designated recipient of all claims filed with the City including, without limitation, administrative claims or lawsuits. If any City employee is asked to accept service of a summons or complaint, the server should be directed to the City Clerk. City employees are not authorized to accept a summons or complaint on the City's behalf.

B. The City Manager, or designee, is the City's Risk Manager and responsible for investigating all claims on behalf of the City Attorney. The Risk Manager may contract with professional claims investigators to facilitate prompt evaluation of a claim including, without limitation, such professional claims investigators designated by the ICRMA. Any reports prepared by the Risk Manager, or by professional claims investigators on the Risk Manager's behalf, are prepared for the purpose of anticipated litigation and for use by the City Attorney or such outside counsel as may be selected by the ICRMA.

C. The City Attorney is the City's general counsel and may evaluate any claim filed against the City for potential liability. All investigations conducted by the Risk Manager will be made on behalf of the City Attorney or, as applicable, outside counsel for purposes of determining the extent of the City's exposure to liability. The City Attorney may share such evaluations with the City Manager and City Council.

SECTION 4: *Supersession*. This Resolution supersedes all previous resolutions related to claims and settlements including, without limitation, Resolution No. 10409, adopted July 7, 1999. It will remain effective until superseded by a subsequent resolution.

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

SECTION 6: The City Clerk is directed to mail a copy of this Resolution to any person requesting a copy.

SECTION 7: This Resolution is the City Council's final decision and will become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of August 2020.

_____

Hans Liang, Mayor

ATTEST:

_____

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

_____

Karl H. Berger, Assistant City Attorney

City Council Staff Report

DATE: August 5, 2020

AGENDA ITEM NO: **Consent Calendar Agenda Item 3-G.**

TO: The Honorable Mayor and City Council

FROM: Mark A. McAvoy, Director of Public Works / City Engineer

SUBJECT: Safe, Clean Water Program Fund Transfer Agreement

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to execute a Safe, Clean Water Program Fund Transfer Agreement for the City's Storm Water Program; and
2. Take such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

In November 2018, voters approved the Safe, Clean Water (SCW) Program, also known as Measure W, a special parcel tax based on impermeable areas within the jurisdiction of the Flood Control District (District). Prior to receipt of the funds, the City must submit an annual plan of eligible expenditures and enter into a fund Transfer Agreement with the District. The City's estimated FY 2020-21 Measure W funds is estimated to be $740,000. There is no fiscal impact to General Fund.

BACKGROUND:

In November 2018, voters approved the Safe, Clean Water (SCW) Program, a special parcel tax based on impermeable areas within the jurisdiction of the Flood Control District (District). The SCW Program is intended to improve water quality in a manner that achieves additional benefits such as increasing water supply and investing in the health and well-being of Los Angeles County communities. Revenues derived from the tax are allocated to projects and programs implemented by the District (10%) and municipalities (40%), and for regional watershed-based projects and programs (50%).

The municipal funds can be used for eligible activities such as project development, design, construction, effectiveness monitoring, operations and maintenance, as well as for other programs and studies related to protecting and improving water quality in lakes, rivers and the ocean. Up to 30% of the funds may be used to maintain existing eligible projects and programs.

Before receiving the funds, the City must submit an annual plan of eligible expenditures and enter into a fund Transfer Agreement with the District. The Transfer Agreement requires municipalities to comply with the requirements of the SCW Program and other appropriate provisions established by the Board of Supervisors. The Transfer Agreement -- approved by the Board of Supervisors on June 9, 2020 -- was recently distributed to municipalities for execution. The City will receive the municipal funds for FY 2020-21 within 45 days after execution of the Transfer Agreement by the District. The City's FY 2020-21 municipal funds that will be transferred to Monterey Park is estimated to be $740,000.

FISCAL IMPACT:

The City's Storm Water Program is funded by the Refuse Fund (0043) and now also Measure W Funds (0113). The Safe, Clean, Water Program funds will be deposited into the City's Measure W Fund. There is no fiscal impact to the General Fund.

Respectfully submitted by:

for MAC
Mark A. McAvoy
Director of Public Works /
City Engineer

Prepared by:

for
Bonnie Tam
Principal Management Analyst

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. Safe, Clean Water Program Transfer Agreement

ATTACHMENT 1

Safe, Clean Water Program Transfer Agreement

TRANSFER AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND MONTEREY PARK AGREEMENT NO. 2020MP54 SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of June 25, 2020 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and Monterey Park, hereinafter referred to as "Municipality."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, pursuant to Section 16.04.A.2. of the Los Angeles County Flood Control District Code, forty percent (40%) of annual SCW Program tax revenues shall be allocated to Municipalities within the District, in the same proportion as the amount of revenues collected within each Municipality, to be expended by those cities within the cities' respective jurisdictions and by the County within the unincorporated areas that are within the boundaries of the District, for the implementation, operation and maintenance, and administration of Projects and Programs, in accordance with the criteria and procedures established in this Chapters 16 and 18 of the Los Angeles County Flood Control District Code;

WHEREAS, pursuant to Section 16.05.A.1. of the Los Angeles County Flood Control District Code, prior to their receipt of SCW Program funds, Municipalities must enter into an agreement with the District to transfer SCW Program funds;

WHEREAS, the County of Los Angeles Board of Supervisors has approved a standard template Agreement, as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code, for the transfer of SCW Program funds to Municipalities.

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

"Agreement" means this Transfer Agreement, including all exhibits and attachments hereto.

"Annual Plan" means the plan referred to in Section 18.09.B.5 of the Code that includes the contents specified in Exhibit A.

"Code" means the Los Angeles County Flood Control District Code.

"Days" means calendar days unless otherwise expressly indicated.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Safe Clean Water (SCW) Program Payment" means the Municipality's annual allocation of SCW Program funds as described in Section 16.04.A.2. of the Code disbursed by the District to the Municipality.

"Year" means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Municipality designate the following individuals as the primary points of contact and communication regarding the Municipal Program and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Municipality: Monterey Park	
Name:		Name:	
Address:		Address:	
Phone:		Phone:	
Email:		Email:	

Either party to this Agreement may change the individual identified as the primary point of contact above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – ANNUAL PLAN CONTENTS

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. MUNICIPAL PROGRAM IMPLEMENTATION

A. The Municipality shall annually prepare and submit to the District, an Annual Plan. The Annual Plan for the 2020-21 Fiscal Year shall be submitted to the District no later than 45-days after the execution of this Agreement by the last party to sign. An Annual Plan for each subsequent Fiscal Year shall be submitted not later than 90-days prior to the start of the Fiscal Year for which the Plan is prepared.

B. The Municipality shall utilize the SCW Program Payments in compliance with Chapters 16 and 18 of the Code.

C. The Municipality shall comply with the terms and conditions in Exhibits B, C, and D, of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code, specifically including, without limitation, Section 18.06.

V. SCW PROGRAM PAYMENTS TO MUNICIPALITIES

A. The District shall disburse the Municipality's SCW Program Payment for the 2020-21 Fiscal Year within 45-days of the signed executed Agreement or within 14-days of the District's receipt of the Annual Plan for 2020-21 Fiscal Year in compliance with Exhibit A, whichever comes later. The initial disbursement of SCW Program Payments shall include the amount of revenue collected by the District at the time of Agreement execution; any additional funds that are subsequently collected will be disbursed by August 31, 2020.

B. SCW Program Payments in subsequent Fiscal Years will generally be available for disbursement by August 31, provided a duly executed transfer agreement is in effect and subject to the Municipality's compliance with the conditions described in paragraph C, below; however the District may, in its discretion, change the date and number of the actual disbursements for any Fiscal Year based on the amount and timing of revenues actually collected by the District.

C. For subsequent Fiscal Years, the District shall disburse the Municipality's SCW Program Payment upon satisfaction of the following conditions: (1) the District has received the Annual Progress/Expenditure Report required pursuant to Section 18.06.D of the Code; (2) the District has received Municipality's Annual Plan for that Fiscal Year, and (3) the Municipality has complied with the audit requirements of Section B-6 of Exhibit B.

D. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.

E. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.

VI. Term of Agreement

This Agreement shall expire at the end of the 2023-24 Fiscal Year. The parties shall thereafter enter into a new agreement based on the most recent standard template agreement approved by the Board.

VII. Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Municipality hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the District and the Municipality: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

MONTEREY PARK

By: _____

Name:

Title:

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

EXHIBIT A – ANNUAL PLAN CONTENTS

A-1. Description of all projects anticipated to be funded using the SCW Program Payment. Include a discussion of how the projects will result in the achievement of one or more SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-2. Description of all programs anticipated to be funded using the SCW Program Payment. Include a discussion of how the programs will result in the achievement of one or more SCW Program Goals; including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-3. Description of all operation and maintenance activities anticipated to be funded using the SCW Program Payment. Include a discussion of how those activities will result in the achievement of one or more SCW Program Goals. Additional operation and maintenance activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A-4. Description of the stakeholder and community outreach/engagement activities anticipated to be funded with the SCW Program Payment, including discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A-5. Description of post-construction monitoring for projects completed using the SCW Program Payment. Additional post-construction monitoring activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A-6. Provide the status of any projects that have been awarded (or are seeking award of) Institute for Sustainable Infrastructure (ISI) verification, if applicable.

A-7. Provide the budget for the activities described in provisions A1 through A-5 SCW Program Payment.

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Payments distributed to the Municipality shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Municipality only for eligible expenditures consistent with the requirements of the SCW Program.

2. The Municipality shall not be entitled to interest earned on undisbursed SCW Program Payments; interest earned prior to disbursement is property of the District.

3. The Municipality shall operate in accordance with Generally Accepted Accounting Principles (GAAP).

4. The Municipality shall be strictly accountable for all funds, receipts, and disbursements for their SCW Program Payment.

B-2. Acknowledgement of Credit and Signage

The Municipality shall include appropriate acknowledgement of credit to the District's Safe, Clean Water Program for its support when promoting activities funded with SCW Program funds or using any data and/or information developed SCW Program funds. When the SCW Program Payment is used, in whole or in part, for construction of an infrastructure Project, signage shall be posted in a prominent location at Project site(s) or at the Municipality's headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the SCW Program Payment is used, in whole or in part, for a scientific study, the Municipality shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-3. Acquisition of Real Property - Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Municipality that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County

Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-5. Assignment

The Municipality shall not assign this Agreement.

B-6. Audit and Recordkeeping

1. The Municipality shall retain for a period of seven (7) years, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Payments. The Municipality, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Payments and expenditures.

2. The Municipality is responsible for obtaining an independent audit to determine compliance with the terms and conditions of this Agreement and all requirements applicable to the Municipality contained in chapters 16 and 18 of the Code. Municipality shall obtain an independent audit of their SCW Program Payments every three (3) years. Audits shall be funded with Municipal Program funds.

3. Municipality shall file a copy of all audit reports by the ninth (9th) month from the end of each three (3) year period to detail the preceding three (3) years of expenditures. Audit reports shall be posted on the District's publicly accessible website.

Every Third Fiscal Year		
Fiscal Year	**Audit Begins**	**Audit Report Due to District**
2020-21	7/1/2023	No later than 3/31/2024

4. Upon reasonable advanced request, the Municipality shall permit the Chief Engineer to examine the infrastructure Projects using SCW Program Payments. The Municipality shall permit the authorized District representative, including the Auditor-Controller, to examine, review, audit, and transcribe any and all audit

reports, other reports, books, accounts, papers, maps, and other records that relate to the SCW Program Payments. Examination activities are considered District administration of the SCW Program.

5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

B-7. Availability of Funds

District's obligation to disburse the SCW Program Payment is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Payment, the District shall not be obligated to make any disbursements to the Municipality under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Municipality with a right of priority for disbursement over any other Municipality. If any disbursements due to the Municipality under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Municipality when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any Fiscal Year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Municipality to reflect the reduced amount.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Municipality is limited to the rights, remedies, and claims procedures provided to the Municipality under this Agreement. Municipal expenditures of a SCW Program Payment that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-10. Compliance with SCW Program

The Municipality shall comply with and require its contractors and subcontractors to comply with all provisions of Chapters 16 and 18 of the Code.

B-11. Compliance with Law, Regulations, etc.

The Municipality shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable local, state and federal laws, rules, guidelines, regulations, and requirements.

B-12. Continuous Use of Municipal Projects; Lease or Disposal of Municipal Projects

The Municipality shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of any Project funded in whole or in part with SCW Program Payments during the useful life (defined as 30 years unless specified otherwise in annual plans and subsequent reports) of the Project without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of a pro rata amount of the SCW Program Payments used to fund the Project together with interest on said amount accruing from the date of lease or disposal of the Project.

B-13. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Municipality. SCW Program Payments shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-14. Final Inspection and Certification of Registered Professional

Upon completion of the design phase and before construction of a project, the Municipality shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Upon completion of the project, the Municipality shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-15. Force Majeure.

In the event that Municipality is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Municipality, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-16. Funding Considerations and Exclusions

1. All expenditures of SCW Program Payments by Municipality must comply with the provisions of Chapters 16 and 18 of the Los Angeles County Flood Control District Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.

2. SCW Program Payments shall not be used in connection with any Project implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Project implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Project implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Project was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-17. Indemnification

The Municipality shall indemnify, defend and hold harmless the District, the County of Los Angeles and their elected and appointed officials, agents, and employees from and against any and all liability and expense, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage, arising from or in conjunction with: (1) any Project or Program implemented by the Municipality, in whole or in part, with SCW Program Payments or (2) any breach of this Agreement by the Municipality.

B-18. Independent Actor

The Municipality, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Municipality shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-19. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Municipality, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-20. Lapsed Funds

1. The Municipality shall be able to carry over uncommitted SCW Program Payments for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality.

2. If the Municipality is unable to expend the SCW Program Payment within five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Municipality but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.

3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality, if feasible in a reasonable time frame, or otherwise to the Watershed Area.

4. In the event that funds are to lapse, due to circumstances beyond the Municipality's control, then the Municipality may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.

5. The decision to grant an extension is at the sole discretion of the District.

6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

Fiscal Year Transferred	**Funds Lapse After**	**Extension Request Due**	**Commit By**
2019-20	6/30/2025	No later than 3/31/2025	No later than 6/30/2026

B-21. Municipal Project Access

Upon reasonable advance request, the Municipality shall ensure that the District or any authorized representative, will have safe and suitable access to the site of any Project implemented by the Municipality in whole or in part with SCW Program Payments at all reasonable times.

B-22. Non-Discrimination

The Municipality agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-23. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-24. Notice

1. The Municipality shall notify the District in writing within five (5) working days of the occurrence of the following:

    a. Bankruptcy, insolvency, receivership or similar event of the Municipality; or

    b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.

2. The Municipality shall notify the District within ten (10) working days of any litigation pending or threatened against the Municipality regarding its continued existence, consideration of dissolution, or disincorporation.

3. The Municipality shall notify the District promptly of the following:

    a. Any significant deviation from the submitted Annual Plan for the current Fiscal Year, including discussion of any major changes to the scope of funded projects or programs, noteworthy delays in implementation, reduction in benefits or community engagement, and/or modifications that change the SCW Program Goals intended to be accomplished.

    b. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Municipality agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the District has determined what actions should be taken to protect and preserve the resource. The Municipality agrees to implement appropriate actions as directed by the District.

    c. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District.

B-25. Municipality's Responsibility for Work

The Municipality shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Municipality shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Municipality and any other entity concerning responsibility for performance of work.

B-26. Reporting

The Municipality shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Municipalities shall report available data through the SCW Reporting Module, once available.

1. Annual Progress/Expenditure Reports. The Municipality shall submit Annual Progress/Expenditure Reports, using a format provided by the District, within six (6) months following the end of the Fiscal Year to the District to detail the activities of the prior year. The Annual Progress/Expenditure Reports shall be posted on the District's publicly accessible website and on the Municipality's website. The Annual Progress/Expenditure Report shall include:

    a. Amount of funds received;

    b. Breakdown of how the SCW Program Payment has been expended;

    c. Documentation that the SCW Program Payment was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;

    d. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to the Annual Plan and corresponding metrics;

    e. Discussion of any existing gaps between what was planned and what was achieved for the prior year, include any lessons learned;

    f. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how SCW Program Payments have been used to achieve SCW Program Goals for the prior year, including graphical representation of available data and specific metrics to demonstrate the benefits being achieved through the years' investments.

    g. Discussion of alignment with other local, regional, and state efforts, resources, and plans, as applicable. This includes discussion of opportunities for addressing additional SCW Program Goals, leveraging SCW Program Goals, and increasing regional capacity to supplement the SCW Program.

    h. Additional financial or Project-related information in connection with activity funded in whole or in part using SCW Program Payments as required by the District.

    i. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that projects implemented with SCW Program Payments were conducted in accordance with Chapters 16 and 18 of the Code.

j. Report on annual and total (since inception of program) benefits provided by programs and projects funded by SCW Program Payment. This includes comparisons to annual plans and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate calculation of benefits and graphical representation of pertinent data):

   i. Annual volume of stormwater captured and treated
   ii. Annual volume of stormwater captured and reused
   iii. Annual volume of stormwater captured and recharged to a managed aquifer
   iv. Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.
   v. Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best, as outlined in Exhibit C). If none, discuss considerations explored and reasons to not include.

   vi. Annual expenditures providing DAC Benefits. If none, discuss considerations explored and reasons to not include.

2. Documentation of the Community Outreach and Engagement utilized for and/or achieved with the SCW Program Payment described in the Annual Plan Exhibit A. This information must be readily accessible to members of the public.

3. As Needed Information or Reports. The Municipality agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

B-27. Representations, Warranties, and Commitments

The Municipality represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Municipality, has been duly authorized by the governing body of Municipality, as applicable. This Agreement constitutes a valid and binding obligation of the Municipality, enforceable in accordance with its terms, except as such enforcement may be limited by law.

2. No Violations. The execution, delivery, and performance by the Municipality of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other

instrument to which the Municipality is a party or by which the Municipality is bound as of the date set forth on the first page hereof.

3. No Litigation. There are no pending or, to the Municipality's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Municipality's ability to complete the Annual Plan.

4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Municipality. As of the date set forth on the first page hereof, the Municipality is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Municipality is able to pay its debts as they become due.

5. Legal Status and Eligibility. The Municipality is duly organized and existing and in good standing under the laws of the State of California. The Municipality shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority.

6. Good Standing. The Municipality must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-28. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Municipality. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-29. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

B-30. Withholding of Disbursements and Material Violations

Notwithstanding any other provision of this Agreement, the District may withhold all or any portion of the SCW Program Payment for any Fiscal Year in the event that:

1. The Municipality has violated any provision of this Agreement; or

2. The Municipality fails to maintain reasonable progress in achieving SCW Program Goals, following an opportunity to cure.

3. Failure to remain in Good Standing, described in Section B-26 of Exhibit B.

4. Failure to submit annual reports on meeting SCW Program Goals.

EXHIBIT C – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Municipalities shall consider incorporation of Nature-based solutions (NBS) into their projects. NBS refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may capture stormwater to improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Municipalities are to include in each Annual Progress/Expenditure Report whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Annual Progress/ Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Municipalities must attach a copy of the matrix for each project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized.

METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	• Preservation of native vegetation • Minimal negative impact to existing drainage system	• Preservation of native vegetation • Installation of new feature(s) to improve existing drainage system	• Creation of open green space • Installation of features to improve natural hydrology
Creation & Restoration of Riparian Habitat & Wetlands	•Partial restoration of existing riparian habitat and wetlands •Planting of climate appropriate vegetation - between 11 and 20 different climate-appropriate or native plant species newly planted •No potable water used to sustain the wetland	• Full restoration of existing riparian habitat and wetlands • Planting of native vegetation - between 21 and 40 different native plant species newly planted •No potable water used to sustain the wetland	• Full restoration and expansion of existing riparian habitat and wetlands Planting of plant communities with a diversity of native vegetation – between 41 and 50 different native plant species newly planted •No potable water used to sustain the wetland

New Landscape Elements	Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel	Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel	Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff
Enhancement of Soil	Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Municipalities shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance for infrastructure projects. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control
    - Regular removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
    - Regular inspection and maintenance of pet waste stations
    - Maintaining trash receptacles
    - Removal of trash, debris, and blockages from bioswales
    - Inspection and cleaning of trash booms
    - Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

    - Weed control
        - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
        - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
        - Regular removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.

    - Tree and shrubbery trimming and care
        - Removal of dead trees and elimination of diseased/damaged growth
        - Prevent encroachment of adjacent property and provide vertical clearance
        - Inspect for dead or diseased plants regularly

    - Wetland vegetation and landscape maintenance
        - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
        - Draining and drawdown of wetland and excessive bulrush removal

- Weed and nuisance plant control
- Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
- Wildflower and meadow maintenance
- Grass, sedge, and yarrow management
- Removal of unwanted hydroseed

3. Wildlife Management

- Exotic species control
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration)
- Avoid disturbances to nesting birds
- Avoid spread of invasive aquatic species

4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
    - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
    - Inspection should be performed at least monthly.
    - Recover, replace, or refasten displaced or damaged valve box covers.
    - Inspect and repair bubbler heads.

  - Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
  - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
  - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
  - Maintain and check function of the drip system.

- Keeping irrigation control boxes clear of vegetation
- Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
- Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
- Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
- Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
- Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control

- Inspect slopes for erosion during each maintenance activity
- Inspect basins for erosion
- Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

7. Ongoing Monitoring Activities

- Monitor controllable intake water flow and water elevation
- Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
- Water quality sampling (quarterly, unless justified otherwise)
- Checking telemetry equipment
- Tracking and reporting inspection and maintenance records

8. Vector and Nuisance Insect Control

- Monitoring for the presence of vector and nuisance insect species
- Adequate pretreatment of influent wastewater to lessen production of larval mosquitos
- Managing emergent vegetation
- Using hydraulic control structures to rapidly dewater emergent marsh areas
- Managing flow velocities to reduce propagation of vectors

City Council Staff Report

DATE: August 5, 2020

AGENDA ITEM NO: **Consent Calendar Agenda Item 3-H.**

TO: The Honorable Mayor and City Council

FROM: Mark McAvoy, Director of Public Works/City Engineer

SUBJECT: Traffic Signal Maintenance – Award of Contract

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to execute a three year agreement, in a form approved by the City Attorney, with Bear Electrical Solutions, Inc., in an amount not to exceed $324,000 or $108,000/year, for the maintenance of the City's traffic signals;
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City's traffic signal maintenance contract expires on August 31, 2020. Staff prepared a Request for Proposals (RFPs) and solicited proposals for traffic signal maintenance services pursuant to Monterey Park Municipal Code Chapter 3.20. On June 30, 2020, two companies submitted proposals. Staff reviewed all proposals and is recommending that a new three year maintenance contract be awarded to Bear Electrical Solutions, Inc. from Alviso, CA.

BACKGROUND:

The City of Monterey Park owns and operates sixty (60) traffic signals and five (5) pedestrian flashing beacons. The City's traffic signal maintenance contract involves "routine" preventative maintenance and "extraordinary" maintenance. Routine maintenance is monthly inspection of the traffic signal equipment at all 60 locations and 5 pedestrian flashing beacons, and includes reviewing the signal timing and operation, and performing repairs as necessary. Extraordinary maintenance involves service call-outs of equipment failure or malfunction of the signal system whether caused by vehicle collision, vandalism, civil disorder, or natural disasters.

On June 30, 2020, staff received a total of two proposals. A summary of the average monthly cost for preventative maintenance and extraordinary maintenance from each company is as follows:

	Bear Electrical Solutions	Crosstown Electrical & Data
Routine Preventative Maintenance cost per month	$3,545	$4,280
Average Extraordinary Maintenance Labor Hours Cost (45hrs)	$3,600	$4,770
Average Monthly Equipment Hours Cost (45hrs)	$1,800	$1,575
Total Average Monthly Cost	**$8,945**	**$10,625**

Bear Electrical Solutions, Inc. is the lowest responsible bidder; it provides the lowest monthly average cost at $8,945. Bear Electrical is highly qualified to perform traffic signal maintenance work, and currently serves numerous municipalities across Southern California.

FISCAL IMPACT:

The 2020-2021 Budget includes $185,000 for the annual maintenance of the City's traffic signals (Account No. 0010-801-4206-38000)

Respectfully submitted by:

for MAM

Mark A. McAvoy
Director of Public Works

Prepared by:

Frank A. Lopez
Assistant City Engineer

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENT(S):

1. Request for Proposals – Traffic Signal Maintenance
2. Bear Electrical Solutions Proposal

ATTACHMENT 1

Request for Proposals – Traffic Signal Maintenance

City of Monterey Park

Request For Proposal (RFP)

TRAFFIC SIGNAL MAINTENANCE

Key Dates

Issue Date: June 22, 2020

RFP Due Date: June 30, 2020

Submit to:

City of Monterey Park
Attention: Frank A. Lopez, Assistant City Engineer
320 W. Newmark Ave.
Monterey Park, CA 91754

NOTICE INVITING BIDS

FOR

TRAFFIC SIGNAL MAINTENANCE

IN THE CITY OF MONTEREY PARK

(BID IN ACCORDANCE WITH MONTEREY PARK MUNICIPAL CODE CHAPTER 3.100 FOR MAINTENANCE SERVICES)

TAKE NOTICE that the City of Monterey Park invites bids for the above project and will receive bids only via the online electronic bid service, Quest Construction Data Network (QuestCDN), www.questcdn.com no later than **2:00 p.m**. on: **Tuesday, June 30, 2020.** To access the electronic bid form, download the project documents and click the online bidding button at the top of the advertisement. Prospective bidders must be on the plan holders list through QuestCDN for bids to be accepted.

Request for Proposal information can be downloaded at www.questcdn.com using **QuestCDN#7169182**. Contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading this digital project information and vBid Online Bid submittal. To submit a vBid online bid (which is required for this project) you must download the project bid document file from QuestCDN which will add you to the plan holders list and gain you access to vBid Online Bidding. A fee of $15.00 will be required to submit your proposal.

The City's standard maintenance service contract incorporates the provisions of the California Labor Code and requires the successful bidder to comply with the prevailing rates of wages and apprenticeship employment standards established by the Department of Industrial Relations.

☐APPLICABLE IF BOX IS CHECKED: The contractor to whom the contract is awarded must assist in locating, qualifying, hiring and increasing the skills of minority group employees and applicants for employment, as set forth in Executive Order Nos. 11246 and 11375.

Minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

Note that a bid bond is required for this bid. Note that a performance bond is not required for this bid.

Note that the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. Pursuant to California law, the City must find bids failing to comply with all applicable Labor Code requirements including, without limitation, Labor Code §§ 1725.5 and 1771.4, to be nonresponsive.

BIDDING INSTRUCTIONS

1 **DEFINITIONS**. Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in these Bidding Documents. Words and phrases not defined in this Section have the meaning set forth in the Monterey Park Municipal Code ("MPMC") or applicable law.

1.1 "Addenda" means written or graphic instruments issued by the City before the Bid Deadline that modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.

1.2 "Alternate" means a proposed change in the maintenance services, as described in the Bidding Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.

1.3 "Bid Deadline" means the date and time designated in the Notice for Bids as the last date and time for receipt of Bids, as may be revised by Addenda.

1.4 "Bidder" means a person or firm that submits a Bid.

1.5 "Bidding Documents" means the construction documents prepared and issued for bidding purposes including all Addenda.

1.6 "Contract Documents" means the Notice Inviting Bids; Instructions to Bidders; Supplementary Instructions to Bidders; Bid; the Maintenance Service Agreement; Supplementary Conditions; Exhibits; Technical Specifications; Addenda; Notice to Proceed; Notice of Completion; and all other documents identified in the Contract Documents which together form the contract between the City and the Contractor for the Work. The Contract Documents constitute the complete agreement between the City and the Contractor and supersede any previous agreements or understandings.

1.7 "Lump Sum Base Bid" means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including unit price items or Alternates.

1.8 "Unit Price" means an amount stated in the Bid for which Bidder offers to perform the Unit Price Work for a fixed price per unit of measurement.

1.9 "Work" means the Scope of Work identified in the Contract Documents for which the Notice Inviting Bids is issued.

2 **BIDDER'S REPRESENTATIONS.** By making its Bid, Bidder represents that:

2.1 Bidder read, understood, and made the Bid pursuant to the requirements in the Bidding Documents.

2.2 Bidder visited the Project site and is familiar with the conditions under which the Work will be performed and the local conditions as related to the Contract Documents.

2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents.

2.4 Bidder and all Subcontractors, regardless of tier, have the appropriate current licenses issued by the State of California Contractor's State License Board for the Work to be performed. If Bidder is a joint venture, the Bidder will have a joint venture license appropriate for the performance of the work, and each member of the joint venture will likewise have the appropriate license. Business and Professions Code §§ 7000-7191 establish licensing requirements for contractors. If a Bidder, that is a specialty contractor, submits a Bid involving 3 or more specialized building trades, the work of which is more than incidental and supplemental to the performance of the Work for which Bidder holds a specialty contractor license, Bidder must also hold either (1) a specialty contractor "C" license in each such trade, (2) a General Engineering contractor "A" license, or (3) a General Building contractor "B" license. This requirement is applicable whether or not Bidder lists a Subcontractor for each such trade.

2.5 If licensure or proper licensure is controverted, then proof of licensure pursuant to this section must be made by production of a verified certificate of licensure from the Contractors' State License Board which establishes that the individual or entity bringing the action was duly licensed in the proper classification of contractors at all times during the performance of any act or contract covered by the action. Nothing in this subdivision requires any person or entity controverting licensure or proper licensure to produce a verified certificate. When licensure or proper licensure is controverted, the burden of proof to establish licensure or proper licensure is on the licensee.

2.6 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.

2.7 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on Bidder's behalf.

2.8 Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.

2.9 The Bidder has paid the City's business license fee(s).

3 BIDDING DOCUMENTS.

3.1 Bidders may obtain complete sets of the Bidding Documents from the City's Public Works Department for the sum stated in the Notice for Bids.

3.2 Bidders will use a complete set of Bidding Documents in preparing Bids.

3.3 The City makes copies of the Bidding Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Bidding Documents.

4 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.

4.1 Before submitting its Bid, Bidder will carefully study and compare the various documents comprising the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; will examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and will at once report to the City's Representative errors, inconsistencies, or ambiguities discovered.

4.2 Requests for clarification or interpretation of the Bidding Documents will be addressed to the City's Representative.

4.3 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner will not be binding and Bidders will not rely upon them.

5 **PRODUCT SUBSTITUTIONS**. No substitutions will be considered before award of Contract. Substitutions will only be considered after award of the Contract and as provided for in the Contract Documents.

6 SUBCONTRACTORS.

6.1 Each Bidder will list in the Bid Form all first-tier Subcontractors that will perform work, labor or render such services. The Bid Form contains spaces for the following information when listing Subcontractors: (1) Work Activity; (2) name of Subcontractor; (3) city of Subcontractor's business location. Failure to list any of these items on the Bid Form will result in the City treating the Bid as if no Subcontractor was listed for the Work and that Bidder represents to the City that it is fully qualified to perform that portion of the Work and will perform do so.

6.2 Subcontractors listed in the Bid Form will only be substituted after the Bid Deadline with the City's written consent in accordance with California law.

7 ADDENDA.

7.1 All addenda shall be written and issued by the City though www.QuestCDN.com An email notification will be distributed by QuestCDN to all Plan Holders regarding posting of Addenda, but it shall be the bidder's responsibility to make inquiry as to Addenda issued. Failure of the bidder to receive any such Addenda shall not relieve the bidder from any obligation under his bid as submitted.

7.2 Copies of Addenda will be made available for inspection at the City's Public Works Department.

7.3 The City will issue Addenda so that they are received by prospective Bidders not later than three (3) business days before the Bid Deadline. Addenda that withdraw the request for Bids or postpone the Bid Deadline may be issued anytime before the Bid Deadline.

7.4 Each Bidder is responsible for ensuring that it has received all issued Addenda before issuing a Bid.

8 FORM AND STYLE OF BIDS.

8.1 Bids will be submitted on the Bid Form included with the Bidding Documents. Bids not submitted on the City's Bid Form will be rejected.

8.2 All blanks on the Bid Form will be filled in legibly in ink or by typewriter.

8.3 Bidder's failure to submit a price for any Alternate or unit price will result in the Bid being considered as nonresponsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, enter "No Change."

8.4 Each Bidder must fill out the "Bidders Statement of Past Contract Disqualifications" form stating any and all instances of contract disqualifications due to a violation of a law or safety regulation. The Bidder must explain the circumstances of each disqualification. The City may reject the bid based on such information.

8.5 Bidder will make no stipulations on the Bid Form nor qualify the Bid in any manner.

8.6 The Bids will be based upon full completion of all the Work as shown on the plans and specifications. It is expressly understood that the plans are drawn with as much accuracy as is possible in advance, but should errors, omissions or discrepancies exist in the plans which show conditions that vary from those encountered in construction, the Bidder (if awarded the Contract) specifically agrees to construct a completed work ready for the use and in the manner which is intended. In the event of increasing or decreasing of work, the total amount of work actually done or materials or equipment furnished must be paid for according to the unit or lump sum price established for such work under the contract, wherever such unit or lump sum price has been established. In the event no prices are named in the contract to cover such changes or alterations, the cost of such changes must be covered as extra work.

8.7 The Bid Form will be signed by a person or persons legally authorized to bind Bidder to a contract. Bidder's Representative will sign and date the Declaration included in the Bid Form. Failure to sign and date the declaration will cause the Bid to be rejected.

9 BID SECURITY.

9.1 If indicated on the Notice Inviting Bids, each Bid will be accompanied by Bid Security, in the amount of 10% of the Total Sum Base Bid (see example below) as security for Bidder's obligation to enter into a Contract with the City on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Security will be a Bid Bond on the form provided by the City or a certified check made payable to "City of Monterey Park." When a Bond is used for Bid Security, failure to use the City's Bid Bond form will result in the rejection of the Bid.

The Bid Security will be calculated based on the sum of the monthly Routine Maintenance per intersection, multiplied by the total number of intersections, multiplied by twelve months for the full year. Plus the sum of the monthly Routine Maintenance per flasher/midblock pedestrian signal, multiplied by the total number of flasher/midblock pedestrian signals, multiplied by twelve months for the full year.

Example:

EXHIBIT B

I. Routine Maintenance per intersection per month $ 100.00

Routine Maintenance per flasher/midblock PED signal per month $ 50.00

10% Bid Security

Monthly Cost		Quantity	Months /Year	Total Cost
Routine Maintenance per Intersection	$100.00	**60**	12	$ 72,000.00
Routine Maintenance per Flashing Beacon	$50.00	**5**	12	$ 3,000.00
			Total Base Bid =	$ 75,000.00
			10% Bid Security =	**$ 7,500.00**

The example is provided for clarity of the calculation of the Bid Security accompanying the bid, therefore the total amount of the hypothetical security would be $7,500.00.

9.2 If the apparent lowest responsible Bidder fails to sign the Agreement and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, the City will disqualify such Bidder and select the next apparent lowest responsible Bidder until all bids have been exhausted or the City may reject all bids. In such an event, the disqualified Bidder will be liable for and forfeit to the City the amount of the difference, not to

exceed the amount of the Bid Security, between the amount of the disqualified Bid and the larger amount for which the City procures the Work.

9.3 If a Bid Bond is submitted and an attorney-in-fact executes the Bid Bond on behalf of the surety, a notarized and current copy of the power of attorney will be affixed to the Bid Bond. The surety issuing the Bid Bond will be listed in the latest published State of California, Department of Insurance list of, "Insurers Admitted to Transact Surety Insurance in This State."

9.4 The City will retain Bid Security until the occurrence of one of the following:

9.4.1 All items required by the Bidding Documents have been furnished and the Agreement has been signed by the successful Bidder and the City.

9.4.2 The specified time has elapsed during which Bids may be withdrawn.

9.4.3 All Bids have been rejected.

9.5 The Bid Form, Bid Security, and all other documents required to be submitted with the Bid will be submitted electronically via the online bid service, Quest Construction Data Network (QuestCDN), www.questcdn.com.

9.6 If the Bidder provides a copy of a bid bond or a copy of a certified cashier's check electronically via the online electronic bid service, the original must be provided to the City by the end of the fifth business day after the bid opening. Not submitting the original bid security, bid will be considered as non-responsive bid.

9.7 Bidder will assume full responsibility for timely delivery at the location designated for receipt of Bids.

9.8 Oral, telephonic, facsimile, or telegraphic Bids are invalid and will not be accepted.

10 MODIFICATION OR WITHDRAWAL OF BID.

10.1 Before the Bid Deadline, a submitted Bid may be modified or withdrawn. Notice of such action will be given to the City in writing and signed by the Bidder's authorized representative. A change so made will be so worded as not to reveal the amount of the original Bid.

10.2 A withdrawn Bid may be resubmitted up to the Bid Deadline, provided that it then fully complies with the Bidding Requirements.

10.3 Bid Security will be in an amount sufficient for the Bid as modified or resubmitted.

10.4 Bids may not be modified, withdrawn, or canceled within sixty (60) days after the Bid Deadline unless otherwise provided in Supplementary Instructions to Bidders.

11 **OPENING OF BIDS**. Bids submitted in the manner required by these instructions and are received on or before the Bid Deadline will be opened by the Assistant City Engineer for consideration.

12 **REJECTION OF BIDS.**

12.1 The City will have the right to reject all Bids.

12.2 The City will have the right to reject any Bid not accompanied by the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way materially incomplete or irregular.

13 **AWARD.**

13.1 The City may retain all bids for a period of sixty (60) days for examination and comparison, and to delete any portion of the work from the contract.

13.2 The City may waive nonmaterial irregularities in a Bid and to accept the lowest responsive Bid as determined by The City.

13.3 The City has the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents.

13.4 The City will determine the low Bidder on the basis of the Proposed Rate Schedule.

13.5 The City will select the apparent lowest responsive and responsible Bidder and notify such Bidder within thirty (30) days (unless number of days is modified in Supplementary Instructions to Bidders) after the Bid Deadline or reject all bids. Within ten (10) days after receiving the City's notice that Bidder was selected as the apparent lowest responsible Bidder, Bidder will submit to the City all of the following items:

13.5.1 Three originals of the Agreement signed by Bidder.

13.5.2 Three originals of the Labor and Materials Bond.

13.5.3 Three originals of the Performance Bond (if applicable).

13.5.4 Three originals of the Noncollusion Affidavit.

13.5.5 Certificates of Insurance on form provided by the City.

13.5.6 Names of all Subcontractors, with their addresses, telephone number, facsimile number, trade on Bidders' company stationery.

Evidence, as required by the City, of the reliability and responsibility of the proposed Subcontractors such as statements of experience, statements of financial condition, and references.

13.5.7 Preliminary Contract Schedule.

13.5.8 Selection of Retention Options and Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention. If not submitted, the City will withhold retention.

13.5.9 Cost Breakdown.

13.6 Before award of the Contract, the City will notify Bidder in writing, if the City objects to a Subcontractor proposed by Bidder, in which case Bidder will propose a substitute acceptable to the City. Failure of the City to object to a proposed Subcontractor before award will not preclude the City from requiring replacement of any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated before award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.

13.7 If Bidder submits the three original signed Agreements and all other items within ten (10) days after receiving the City's notification, and all such items comply with the requirements of the Bidding Documents, the City will award the Contract to Bidder by signing the Agreement and returning a signed copy of the Agreement to Bidder.

13.8 If the City consents to the withdrawal of the Bid of the apparent lowest responsible Bidder, or the apparent lowest responsible Bidder fails or refuses to sign the Agreement or submit to the City all of the items required by the Bidding Documents, within ten (10) days after receiving the City's notification, or the City determines that the Bidder is not financially or otherwise qualified to perform the Contract, the City may reject such Bidder's Bid and select the next apparent lowest responsible Bidder, until all bids are exhausted, or reject all Bids

TRAFFIC SIGNAL MAINTENANCE
BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

Please state all instances of being disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

   Yes ☐ No ☐

2. If yes, explain the circumstances:

_____

_____

Bidder's Signature

INSURANCE REQUIREMENTS
[MUST BE SUBMITTED WITH PROJECT PROPOSAL]

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits
Commercial general liability:	$2M
Business automobile liability	$2M
Workers compensation	Statutory requirement.

Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance must be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

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

The Consultant must furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Consultant will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's consultant. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

_____ _____

Date Bidder

PROPOSAL GUARANTEE

BID BOND

Bond No.:_____

KNOW ALL MEN BY THESE PRESENTS that _____, as BIDDER, AND _____, as SURETY, are held and firmly bound unto the City of Monterey Park, in the penal sum of _____ **($ _____)** dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **Traffic Signal Maintenance** ("Public Project"), for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents.

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

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

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

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

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

PROPOSAL GUARANTEE

CERTIFIED CHECK or CASHIER'S CHECK

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

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Monterey Park, in the amount of _____ **($ _____)** dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **Traffic Signal Maintenance** ("Public Project").

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

Bidder's Name: _____

Authorized Signature: _____

Name and Title: _____

Date: _____

MAINTENANCE AGREEMENT
BETWEEN
THE CITY OF MONTEREY PARK AND
Contractor name

(Awarded per Monterey Park Municipal Code Chapter 1-7C)

[CANNOT BE USED FOR CONSTRUCTION, RECONSTRUCTION, ERECTION, ALTERATION, RENOVATION, IMPROVEMENT, DEMOLITION, REPAIR WORK, PAINTING OR MAJOR REPAINTING]

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 20___, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY") and Contractor name, a type of organization, e.g., corporation, and state of incorporation ("CONTRACTOR").

The Parties agree as follows:

1. **CONSIDERATION**.

A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, below;

B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement;

C. As additional consideration, CITY agrees to pay CONTRACTOR for CONTRACTOR's services not to exceed a total of $Click here to enter text. for the work. CITY will pay for work on the basis of the hourly rates and cost reimbursement rates as specified in the attached Exhibit "B" & "Exhibit C", which is incorporated by reference.

2. **TERM**. The term of this Agreement will be from August 1, 2020 to June 30, 2023. The Agreement may be renewed upon mutual consent of the parties by amending this Agreement.

3. **SCOPE OF SERVICES**.

A. This Agreement may be used for "maintenance services" which include the following:

i. Perform routine preventative maintenance at all 60 signalized intersections and five (5) flasher/mid-block pedestrian signals, as listed in Exhibit A, that includes monthly inspection of all signal heads, pedestrian push buttons, traffic controllers, detector loops,

testing and maintenance of battery back-up systems, controller cabinet mechanisms, safety lighting, soffit lighting, illuminated street name signs, communication hardware, video detection units, and wiring systems, etc. for proper operation; Repair or replace defective parts and equipment as needed.

ii. Perform extraordinary maintenance on a time and materials basis as directed by the City, or if necessitated by failure to the signal system caused by vehicle collision, civil disorder, natural disaster, or street construction.

A. CONTRACTOR will perform the maintenance services listed in the attached Exhibit "A," which is incorporated by reference. The provisions contained in this Agreement supersede any conflicting provisions in the Technical Specifications and Exhibit A.

B. Maintenance services required by CITY will be provided on an as-needed basis with CITY determining and advising CONTRACTOR as to when specific services are required to be performed or completed by CONTRACTOR. Requests must be memorialized using a notice to proceed that may be in the form of a purchase order. The provisions contained in this Agreement supersede any conflicting provisions in a purchase order issued for maintenance services.

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

2. **PREVAILING WAGES**.

A. Pursuant to Labor Code § 1720, and as specified in 8 California Code of Regulations § 16000, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

B. In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at http://www.dir.ca.gov/DLSR/PWD. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

C. CITY directs CONTRACTOR's attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

D. Labor Code § 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

i. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

ii. When the number of apprentices in training in the area exceeds a ratio of one to five, or

iii. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

iv. When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

v. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

vi. CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

vii. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

E. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement.

The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

3. **PAYMENTS**.

A. For CITY to pay CONTRACTOR as specified by this Agreement, CONTRACTOR must submit a detailed invoice to CITY.

B. CITY's city manager may make payments up to $Click here to enter text. for special items of work not included in the project scope of work and services. Payments for special work will only be made after CITY issues a written notice to proceed for the specific special tasks. A written scope of work, an agreed upon additional fee, a schedule for starting and completing the special tasks, and an agreed upon extension of the time for performance, if needed to complete the special work, will be required before CITY issues a notice to proceed for special work. All special work will be subject to all other terms and provisions of this Agreement.

4. **FAMILIARITY WITH WORK**.

A. By executing this Agreement, CONTRACTOR represents that CONTRACTOR has

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

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

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

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

5. **INSURANCE**.

A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONTRACTOR will procure and maintain the following types of insurance with coverage limits complying,

at a minimum, with the limits set forth below:

Type of Insurance	Limits (combined single)
Commercial general liability:	$2M
Business automobile liability	$2M
Workers compensation	Statutory requirement.

B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by City will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to City.

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

D. CONTRACTOR will furnish to City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. CONTRACTOR will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

6. **TIME FOR PERFORMANCE**. CONTRACTOR will not perform any work under this Agreement until:

A. CONTRACTOR furnishes proof of insurance as required under Section 5 of this Agreement; and

B. CITY gives CONTRACTOR a written notice to proceed.

C. Should CONTRACTOR begin work in advance of receiving written authorization to proceed, any such professional services are at CONTRACTOR's own risk.

7. **TERMINATION.**

A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination will be in writing.

B. CONTRACTOR may terminate this Agreement upon providing written notice to CITY at least thirty (30) days before the effective termination date.

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

D. By executing this document, CONTRACTOR waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

8. **INDEMNIFICATION.**

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

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

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

9. **INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which is it performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees.

Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.

10. **NOTICES.**

A. All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Such noticing does not include day-to-day communications between CITY's and CONTRACTOR's project managers. Notice sent by mail will be addressed as follows:

To CITY: Frank A. Lopez, Assistant City Engineer
City of Monterey Park
320 W. Newmark Ave.
Monterey Park, CA 91754

To CONTRACTOR: Click here to enter text.

B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.

C. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

11. **TAXPAYER IDENTIFICATION NUMBER**. CONTRACTOR will provide CITY with a Taxpayer Identification Number.

12. **WAIVER**. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

13. **CONSTRUCTION.** The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

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

15. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

16. **WAIVER.** Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

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

18. **AUTHORITY/MODIFICATION.** This Agreement may be subject to and conditioned upon approval and ratification by the Monterey Park City Council. This Agreement is not binding upon CITY until executed by the City Manager. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. CITY's city manager may execute any such amendment on behalf of CITY.

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

20. **EFFECT OF CONFLICT**. In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, its attachments, the purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

21. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

22. **FORCE MAJEURE**. Should performance of this Agreement be prevented due to fire, flood, explosion, war, terrorist act, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

23. **ENTIRE AGREEMENT.** This Agreement and its one attachment constitutes the sole agreement between CONTRACTOR and CITY respecting the maintenance of traffic signals. To the extent that there are additional terms and conditions contained in Exhibit "A" that are not in conflict with this Agreement, those terms are incorporated as if fully set forth above. There are no other understandings, terms or other agreements expressed or implied, oral or written.

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

CITY OF MONTEREY PARK

Click here to enter text.

_____

Ron Bow,
City Manager

ATTEST:

_____

Vincent D. Chang
City Clerk

Taxpayer ID No. Click here to enter text.

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

By: _____
Karl H. Berger, Assistant City Attorney

TECHNICAL SPECIFICATIONS

TRAFFIC SIGNAL MAINTENANCE

I. Standard Specification

All signal work shall be performed in accordance with the current Standard Plans and Section 86 & 87 of the Standard Specifications for the State of California, Department of Transportation (latest edition), and "Greenbook" Standard Specifications for Public Works Construction (latest edition), and the current City Standard Plans.

Contractor shall comply with all applicable codes, ordinances, laws, rules, regulations, orders and other legal requirements of the federal, state and local governments, including but not limited to the Monterey Park Municipal Code, that bear on performance of its work. The City, and its appointed or elected officers, employees or agents, shall not be liable at law or in equity occasioned by the failure of the Contractor to comply with this subsection. In addition, no official or employee of the City shall be personally liable to Contractor in the event of any default or breach by City, or for any amount which may become due to Contractor.

In accordance with Section 7028.15 of the California Business and Professions Code, all of Contractor's employees, agents or subcontractors, shall be licensed in accordance with the laws of the State of California, and any employee, agent or subcontractor of Contractor not so licensed, is subject to the penalties imposed by such laws.

All work performed or equipment or parts supplied by Contractor shall be subject to applicable Federal and State Standards, approved proposals, contract documents, City inspection, and approval by the City, its Director of Public Works, or his authorized representative. Failure to pass inspection on any maintenance, repair and service item will result in non-payment for that item until such time as the Contractor can complete the item to the satisfaction of the City.

II. Scope of Work

Perform routine preventative maintenance at all 60 signalized intersections and five (5) flasher/pedestrian signals, as listed in Exhibit A, that includes monthly inspection of all signal heads, pedestrian push buttons, traffic controllers, detector loops, testing and maintenance of battery back-up systems, controller cabinet mechanisms, safety lighting, soffit lighting, illuminated street name signs, communication hardware, video detection units, and wiring systems, etc. for proper operation; Repair or replace defective parts and equipment as needed.

Perform extraordinary maintenance on a time and materials basis as directed by the City, or if necessitated by failure to the signal system caused by vehicle collision, civil disorder, natural disaster, or street construction.

The Contractor shall provide response and service on a 24-hour per day, 7-day per week basis. Immediate action shall be taken to safeguard the public any time a signal installation becomes partly or totally inoperative from any cause whatsoever.

Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in similar services, as are required by the Contractor, in meeting its obligations under these specifications. All services required under this agreement will be performed by Contractor, and all personnel shall possess the qualifications, permits and licenses required by the State and local law to perform such services.

Permits and Licenses

The Contractor shall procure all permits and licenses, including a City business license, pay all applicable charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Agreement.

The Contractor shall possess a valid, current and in good standing Class A or Class C10 contractor's license issued by the California State Contractor Licensing Board. A copy of the contractor's license number and date of expiration shall be included in the submitted Proposal. Failure to produce and possess the specified license will render the Proposal as non-responsive.

The Contractor shall have on-staff, certified personnel with the following qualifications:
1.Level Three technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years experience in traffic signal repairs;

2.Level Two technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years of experience in traffic signal repairs.

Certification(s) must be held in good standing and shall be maintained current throughout the entire duration of the contract. Copy of certification(s) shall be provided with RFP bid package.

Spared Equipment and Salvaged Equipment

The Contractor shall maintain adequate storage and shop facilities and sufficient stock of spare parts and signal equipment to affect maintenance to the signals. The Contractor shall maintain at least one fully tested standby controller that is compatible with the City's system. The Contractor will own and maintain all spare parts until installation in the City.

The Contractor shall deliver any salvaged or salvageable equipment or material to the location in the City as directed by the Public Works Department. Any material or equipment declared non-salvageable by the Public Works Department shall be taken from the City and disposed of properly by the Contractor at Contractor expense. Components such as mast arms and luminaries that are undamaged may be reused at the direction of the City.

The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

Records

Contractor shall create and maintain an inventory list of the equipment in the controller cabinet at each location at the beginning of this Agreement. The inventory shall include the model manufacturer, serial number, and quantity of each piece of equipment and installation date. The inventory list shall be updated at least once every six-month period and any time inventory is added, removed, replaced, updated or upgraded in the controller cabinet. Copies of updated controller cabinet inventory lists shall be furnished to the City in Microsoft Excel Format within three working days from the time they are updated.

Contractor shall maintain a record log of all service calls and work performed upon the signal equipment, listing dates, arrival time to location, hour of day, description of service work performed, and the certified technician's name who completed the work. A copy of such record shall be maintained at all times within the controller cabinet of each signal location.

A log sheet giving a brief description of all routine and extraordinary maintenance activities shall be attached to each monthly invoice. Each invoice shall have a minimum of the following but not limited to:

1. Location of intersection
2. Technician Name
3. Detailed breakdown of work performed
4. Date of invoice and date of work performed
5. Technician arrival time and departure time
6. Requestor's name and call back number
7. Description of damaged work and work performed
8. Invoice number

A quarterly night-time survey shall also be conducted to inspect and correct any inoperable safety lighting, soffit lighting, illuminated street name signing and any other appurtenant signing. A report of all findings and actions from such survey shall be sent to City for review.

Underground Service Alert (USA Dig Alert) Monitoring

The Contractor will be required to adequately mark all traffic signal conduits, traffic signal interconnect/communication lines, and equipment on behalf of the City in accordance with the California Government Code Section 4216 et seq. The City's designated representative will monitor notifications submitted by Underground Service Alert (USA) to the City, and will furnish applicable notifications to a representative of the Contractor to coordinate the markings of any signalized intersections that may be scheduled for construction work or excavations as evidenced by notification from USA.

The Contractor shall establish a process for monitoring and tracking the marking of any affected intersections; an Intersection Record Log shall be created, with the USA notification and corresponding action noted in the controller, with a copy provided to the City. The Contractor shall assume all liability for satisfying the City's obligations to adequately identify underground structures in accordance with this law.

Compensation for providing USA- Dig Alert Services identified above will be paid at the flat rate per occurrence shown in Exhibit B.

New Traffic Signals

Contractor shall maintain new traffic signals, safety lights, flashing beacons, and appurtenant devices as they are being installed, or become a part of its maintenance requirements of the City, upon ten (10) days written notification by the Director of Public Works and/or City Engineer. Such modification shall serve to amend Exhibit A and shall indicate whether the added signal is to be subject to routine preventative and extraordinary maintenance services. Such additional signals shall be maintained at the rates specific in the proposal.

As requested by the City, the contractor shall provide support and review of new traffic signal turn-ons.

Shutdowns

Contractor shall notify the Monterey Park Police Department at (626) 307-1204 and the City Engineer or its authorized representative or designee at (626) 307-1320, of any signal turn-offs or turn-ons necessitated by its operations, and shall not make said turn-offs or turn-ons until a police officer is present, or unless given permission to proceed without police control by the City Engineer, or its authorized representative.

The Contractor shall erect stop signs on each approach of the intersection to provide all-way stop control while the traffic signal is turned off. The placement and removal of the temporary stop signs shall be completed while the signal is in a red flash condition. The Contractor shall make every effort to schedule shut downs only between the hours of 9:00 a.m. and 3:00 p.m.

Failure to Perform

If the Contractor should neglect to perform the work properly, or fail to perform any provisions of this contract, the City, within three (3) days after written notice to the Contractor, may, without prejudice to any other remedy it may have, make good on such deficiencies, and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the City Engineer of said City shall approve such action, and certify the amount thereof to be charged to the Contractor.

It shall be the responsibility of the Contractor to provide continuous maintenance services, without any interruption, of all traffic signals in the City. In case of a labor strike, the

Contractor shall provide other means, at his own cost, to provide comparable continuous service as if there were no strike. Failing to do so will cause the City to take whatever action is deemed necessary to provide such service, and the cost will be borne by the Contractor.

Warranty Service

New equipment installed by the Contractor shall be covered with a material and workmanship warranty for one (1) year after acceptance. Where parts or material become defective during this warranty period, the Contractor shall notify the City so the warranty may be exercised. The Contractor shall be responsible for exercising maintenance and replacement covered by the warranty. No additional or separate compensation shall be paid for warranty service work. At expiration of the warranty, servicing of traffic signals shall be performed in accordance with these specifications.

III. Measurement and Payment

The contractor shall complete **Exhibit B (Proposed Rate Schedule) & Exhibit C (Average Monthly Cost)** of this RFP in full and submit with the bid proposal.

A. Provide a Lump Sum cost for the following:
- Routine preventative maintenance per intersection per month
- Routine preventative maintenance per flashing beacon per month

B. Provide a unit price for each item shown in Exhibit B.
C. Provide average monthly cost in Exhibit C.

Payment shall be made on a monthly basis for all work completed the prior month. Separate invoices are required as follows:

- Routine Preventative Maintenance work and Extraordinary Maintenance work

The prices for both the Routine Preventative and Extraordinary maintenance work shall be based upon the rate specified by Contractor in its Bid Proposal and shall apply to all types of signal controllers, accessories and systems as may exist in the City now, or that may be installed during the life of this contract.

Contactor shall maintain, at the same unit price, any additional traffic signals and appurtenant devices as they are installed, or become a part of the maintenance requirements of the City. In the event that notification is made of a new installation at other than the beginning of the monthly period, the unit cost of routine maintenance will be prorated from the day the Contractor is notified.

Routine Preventative Maintenance

The price for Routine Preventative Maintenance shall include the following services, and any other service not specified in this subsection shall fall under the category of "Extraordinary Maintenance."

(1) Coordination Timing

For non-interconnected pre-timed systems of pre-timed controllers, Contractor shall check coordination timing not less than once each month. Compare controller phase timing against timing sheet, check any discrepancies against intersection log and notify City Engineer of all discrepancies. Should the City Engineer or its representative be unavailable, the Contractor shall correct the signal malfunction to ensure public safety. The City Engineer shall be notified in writing of these changes as soon as the work is completed.

(2) Monthly Inspections

Contractor shall perform monthly inspections of each signalized intersection as follows:

(a) Walk the intersection and visually inspect all signal heads for proper operation, alignment, broken lenses, and missing or damaged parts.

During the walk around, depress all pedestrian push buttons, and observe for proper timing operation and display. As soon as possible, replace broken parts, or change parts and align signal heads, adjust all vehicle or pedestrian signals as necessary.

(b) Closely examine the functioning of the traffic controller in relation to the approaching traffic, and compare the timing chart to the intervals that are timed by the traffic controller. Correct the time of intervals, if necessary, as per the timing card.

(c) Observe traffic as it approaches the intersection, in order to determine if the detector loops, detector loop cables, and amplifiers are operating properly. Adjust or re-tune detect amplifiers, if necessary.

(d) Inspect all load switches, photo-cells, dials, controller cabinet switches, relays, clocks, cabinet locks, cabinet mechanisms, cooling fans, etc., and make routine adjustments or minor repairs, if necessary.

(e) Inspect all existing Battery Back-Up Systems (BBS). Check voltage, amperage, back-up systems, cables, wires and connections; back-up generator connection (outside and inside of cabinet); are functioning per the manufacturers requirements. Contractor agrees and acknowledges that there are 53 BBSs installed citywide.

(f) Clean the controller cabinet; vacuum if necessary; remove any foreign material. Look for water or excessive dampness inside the cabinet. Determine the cause, and remedy the condition. Check the filter, and replace it if necessary.

(g) Maintain a clear and accurate record of the field inspection in the controller cabinet. This record will include the monthly inspection summary showing the date and time checked, and who checked it. Controllers shall not be replaced, except for repair, without written prior approval of the City. Any replacement controller shall be adjusted to reflect the timing and settings according to the timing chart.

In addition to the above, this agreement covers safety lighting, sofitt lighting, illuminated street name signing, and any other appurtenant signing.

Damaged equipment shall be logged and reported to the City within 24 hours.

(3) Repair

Contractor shall repair any and all defective parts of the signal system that cause the signal failure or malfunction, as the occasion arises, such as the signal controller, pedestrian timers, timing dial, master controllers, coordinating units, (State of California) synchronizer and interconnect, flashers, all kinds of burnouts, detector loops, push buttons, sensing units, communication hardware, and wiring systems, etc., unless the failure or malfunction falls in the category of "Extraordinary Maintenance" as defined in this Agreement and Bid Specifications.

(4) Loop Detector Replacement

Once it is determined by the City that the sawcut has deteriorated to a point that applying more epoxy is insufficient, the loop detector shall be replaced at the bid price stated in the Contractor's Bid Proposal. Contractor shall provide a schedule for installation of any loop detectors with an estimated completion date.

Loop Detector shall be Type E in accordance with Caltrans Standard Plans ES-5B. Installation shall be per Caltrans Standard Specification, Section 87-1.03V. Loop detector locations shall be approved by City Engineer in the field prior to installation.

(5) Lamp Replacement

Contractor shall replace all lamps and Light Emitting Diodes (LED) in all signals on an 80% depletion curve, but not to exceed twenty-four (24) months, in accordance with the time schedule contained in the specifications. All traffic signal lamps must conform to the standards of the N.E.M.A., U.L., E.I.A., A.S.T.M., A.N.S.I., and any local ordinance that may apply.

If incandescent lamps are present and are in need of replacement based upon the above criteria, the Contractor shall replace the lamp to an approved manufacturer LED.

Contractor agrees and acknowledges that the City's traffic signals contain LED's, which include red and green balls and arrows.

(6) LED Replacement

Contractor agrees to use only standard traffic signal LED's equivalent in performance, reliability and durability to those manufactured to California Department of Transportation's (Caltrans) standards. Contractor agrees to supply all labor and equipment to perform the re-lamping function, with the cost of the LED's to be invoiced to the City.

Contractor shall clean, polish and inspect all lenses and reflectors at the time the traffic signals are re-lamped. At this time, all broken or deteriorated parts will be replaced or changed, as necessary, signal heads aligned, mast arm mounted, street name signs adjusted, and optically-programmed signal heads adjusted.

(7) Pedestrian Signals and Street Name Signs

Contractor shall replace pedestrian signal lamps and internally illuminated street name sign lamps, as they become dim or inoperative. Contractor shall also replace ballasts and transformers for these units as required.

(8) Air Filters

Contractor shall replace the air filter elements in all cabinets so equipped, every twelve (12) months during the term of this Agreement.

(9) Safety Lighting

Safety lighting at signalized intersections are to be replaced as they become inoperative, or when directed by the City. Contractor shall install either high pressure sodium vapor (HPSV) lamp replacements or a replacement LED fixture where existing. The City may elect to replace existing HPSV fixtures with new LED fixtures as approved by the City Engineer as extraordinary maintenance.

A yearly nighttime survey shall be conducted to inspect and correct any inoperable safety lighting, soffit lighting, illuminated street name signing, and any other appurtenant signing. A report of all findings and actions from such survey shall be sent to the City Engineer for review.

(10) Emergency Service

Contractor shall maintain a 24-hour per day emergency service for the replacement of burned-out lamps or LED's, turned heads and controller malfunctions, or any damage creating a public hazard. The intersections where said traffic signals are located, shall be regularly patrolled by Contractor or his representatives. Contractor shall repair parts, replace parts and lamps or LED's, and otherwise keep the traffic signals in good working condition. Contractor shall maintain a local telephone number where representatives of Contractor can be reached 24 hours per day. This telephone number is to be made available to all persons designated by the City.

Contractor shall make immediate service calls on an emergency basis, responding within two (2) hours in the event of malfunctions of the controller or signal system, or turned head. The replacement of burned-out lamps or LED's need not be on an emergency basis, provided that there are at least two (2) indications still operative for each direction of travel. Such replacement shall, in any event, be handled and serviced as soon as possible in a routine manner, but no longer than 24 hours upon notification of a burned-out lamp or LED.

All labor, materials, equipment, travel and parts for routine emergency service shall be included in the price bid, per intersection, per month, and no extra compensation will be allowed.

Extraordinary Maintenance

Extraordinary Maintenance shall consist of the following:

• Equipment Failure or malfunction of the signal system whether caused by vehicle collision, vandalism, civil disorder, windstorm, natural disasters, street construction, replacement or excavation or wiring damage; or
• Minor upgrading or installation as directed by the City.

(1) Notification

Contractor shall contact the City Engineer or its representative regarding any Extraordinary Maintenance work, and seek the City Engineer's prior written approval before the work is scheduled or commenced. Contractor shall notify the City Engineer or its representative by telephone at least four (4) hours in advance before any work is commenced, except in emergencies where injury or property damage may result without prompt response.

(2) Emergencies

When directed by the City, the Contractor shall respond immediately to emergency calls such as a total blackout, and dispatch the qualified personnel and equipment to reach the site within one (1) hour of City's direction under normal circumstances.

For an emergency repair of a signal that is completely blacked out, the following procedure of traffic control shall apply.

(a) Contractor shall dispatch qualified personnel and equipment to reach the site within one (1) hour of City's direction. The Contractor's vehicle shall carry traffic cones and other equipment that shall be used when directing traffic during an emergency and/or when deemed necessary by the signal technician, the City Engineer, or its representative.

(b) If no police officer is present, and temporary stop signs have been set up when the Contractor arrives at the site, Contractor shall set up more traffic warning and control devices, if deemed necessary, and proceed to repair the signal. After the signal is back in

operation, the Contractor shall remove all of the temporary traffic control devices including stop signs, and return those devices owned by the City to the City Yard.

(c) If a police officer is still at the site when the Contractor arrives, the Contractor shall quickly examine the signal, evaluate the situation, and discuss it with the police officer. If the repair is estimated to be completed within a few minutes, the police officer may stay to continue to direct traffic while the Contractor repairs the signal. If the repair is estimated to take longer than the officer can reasonably wait, the Contractor shall immediately set up temporary boulevard stop signs and all other necessary warning devices, and relieve the police officer.

(3) Materials

Materials used in Extraordinary Maintenance shall be paid at the Contractor's cost from the supplier, plus the percentage markup specified in the Contractor's Bid Proposal (Exhibit B). All materials and parts shall be new or have the approval of the City Engineer, if otherwise not new. The City has the right to inspect the Contractor's records to verify any material costs used for work relating to Extraordinary Maintenance.

(4) Direct Labor

As part of its monthly invoice, Contractor shall present a record of hours spent on Extraordinary Maintenance of traffic signals and appurtenances per intersection. City shall pay the Contractor for such hours of Extraordinary Maintenance at the rates specified on the Contractor's Bid Proposal (Exhibit B & C). Said hourly rates shall be the total cost to the City. Rates shall include all compensation for prevailing wages, profit, overhead, any fringe benefits such as employer payments to or on behalf of workers for health and welfare, insurance, Worker's Compensation, pension, vacation, sick leave or any local, State, Federal or union tax or assessment.

Regular time rates will be charged to the City for labor between 7:00 a.m. to 5:00 p.m., Monday through Friday. Overtime rates will be charged to the City for labor between 5:00 p.m. and 7:00 a.m. on weekdays, and 24 hours on Saturdays, Sundays and holidays. Under this Agreement, the term "holidays" mean New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(5) Equipment

City shall pay Contractor for equipment used in Extraordinary Maintenance on a per hour basis as specified in the Contractor's Bid Proposal (Exhibit B & C). Contractor's listing of per hour equipment rates shall constitute total rates to be paid by the City when specified equipment is used. No additional payments of any kind shall be paid for equipment, except as specified on the Contractor's Bid Proposal of per hour rates. Any replacement controller shall be adjusted to reflect the timing and settings according to the timing chart.
All salvaged or damaged materials that cannot be repaired or reused shall be delivered by Contractor to a location designated by the City's Director of Public Works. All damaged materials that can be repaired for re-use in Contractor's signal shop, shall be removed to

the shop for such repairs, and shall be reinstalled when repaired. No additional compensation shall be paid for transporting the equipment to or from the job site.

(6) Painting

Contractor shall provide a cost to the City to repaint all, signal heads, back plates and visors, unless directed otherwise by the City, at least once during the term of this Agreement. Repainting shall be conducted by spray painting methods.

IV. Protection and Traffic Control

Protection

Contractor shall be responsible for, and shall provide and maintain all required guards, railings, lights and warning signs, and shall take all necessary precautions to avoid injury or damage to any person or property, and shall, at its own cost and expense, defend, protect and indemnify the City against any claim or liability arising from, or based on the lack of proper safeguards or negligence, whether by himself or his agents, employees or subcontractors.

Contractor shall protect all work, materials and equipment from damage from any cause whatsoever, and provide adequate and proper storage facilities during the progress of the work. It shall provide for the safety and good condition of all work, and replace all damaged or defective work, materials and equipment.

Contractor shall exercise diligence to avoid damage to sprinkler piping, valves, trees, planting, turf, etc., in addition to buildings, structures, pavement, fences and footings. Any required tree branch trimming or removal shall be brought to the attention of the City promptly, and shall be performed by City personnel.

Traffic Control

Traffic control and/or lane closures shall conform to the W.A.T.C.H. Handbook, latest edition, and/or the California Manual on Uniform Traffic Control Devices (MUTCD), latest edition, and/or must be approved by the City Engineer.

Contractor shall furnish, erect and maintain such fences, barriers, lights, warning devices and signs in compliance with the above mentioned manuals or as may be deemed necessary by the City Engineer, to give adequate warning to the public at all times that the road or street is obstructed, and of any abnormal conditions to be encountered as a result thereof.. Contractor shall so conduct his operation as to cause the least possible obstruction and inconvenience to vehicular and pedestrian traffic.

Payment for barricading, protection and vehicular and pedestrian traffic control shall be included in the cost estimate for extraordinary maintenance to adequately perform the work involved to the satisfaction of the City Engineer.

V. Term of Contract

Traffic Signal Maintenance (FY 2019/20 – FY 2022/23) will be for the initial contract period from August 1, 2020 to June 30, 2023. The contract may be renewed in one-year increments as follows:

A. The second contract period will be from July 1, 2023 to June 30, 2024.

B. The third contract period will be from July 1, 2024 to June 30, 2025.

Renewal shall be by mutual consent subject to the terms of the agreement and may include a cost of living adjustment at the end of each contract period. All unit rates included in the proposal may be increased or decreased in direct proportion to the Consumer Price Index (CPI) for the past year (June to June). The CPI shall be the Los Angeles County Consumer Price Index for all urban wage earners. The Contractor shall submit to the Engineer a revised unit price schedule and supporting CPI information for any requested changes.

VI. Extra Work

Compensation for Extra Work, work not covered in the Proposal Schedule, shall be billed at "Straight Time" rate unless overtime is authorized by the Engineer or the work is performed in an emergency situation. During an emergency situation, only such work shall be done as to alleviate the emergency situation. All non-emergency work shall be done during normal business hours. A separate itemized invoice, indicating the actual labor (hours per employment classification), material, equipment units used, and applicable rates, shall be prepared for work hereunder. Where the work involved an item included in the unit price schedule the unit price therefore shall prevail

All extra work, except for emergency repairs as provided for in these Technical Specifications, shall require prior written authorization from the City. The means of the authorization shall be, primarily, a signature on a Contractor furnished Damage Report that will be returned to the Contractor either via facsimile or through the mail, however, verbal authorization may be sufficient for certain work items.

All items of work outlined in said Damage Report, and authorized by the City, shall be completed by the Contractor to the City's satisfaction within fourteen (14) calendar days unless specifically directed otherwise by the City. Should the Contractor be unable to complete the extra work within the specified time, the Contractor shall submit to the City a written explanation for the delay and an anticipated completion date for said work.

VII. References

Three qualified references pertaining to this proposal are required.

EXHIBIT A

LIST OF SIGNALIZED INTERSECTIONS MAINTAINED BY CITY OF MONTEREY PARK APRIL 2020

	STREET	INTERSECTION	CABINET TYPE
1	Atlantic Boulevard	Hellman Avenue	P
2	Atlantic Boulevard	West Entrance to Atlantic Times Square	P
3	Atlantic Boulevard	Emerson Avenue	P
4	Atlantic Boulevard	Midblock between Emerson and Garvey Ave.	P
5	Atlantic Boulevard	Garvey Avenue	P
6	Atlantic Boulevard	Newmark Avenue	P
7	Atlantic Boulevard	Harding Avenue	P
8	Atlantic Boulevard	El Portal Place	P
9	Atlantic Boulevard	Cadiz Street	P
10	Atlantic Boulevard	Sevilla Street	M
11	Atlantic Boulevard	El Repetto Drive	P
12	Atlantic Boulevard	Brightwood Street	P
13	Atlantic Boulevard	Floral Drive	P
14	Atlantic Boulevard	Midblock between Floral Drive and Riggin St.	M
15	Atlantic Boulevard	Avenida Cesar Chavez/Riggin Street	P
16	Avenida Cesar Chavez	Bleakwood Avenue	P
17	Avenida Cesar Chavez	Collegian Avenue	G
18	Avenida Cesar Chavez	Mid-block Pedestrian Signal	G
19	Avenida Cesar Chavez	Schoolside Avenue	P
20	Collegian Avenue	Mid-block (**Pedestrian Signal**) between Avenida Cesar Chavez and Floral Drive	G
21	Corporate Center Drive	Ramona Boulevard	M

22	Corporate Center Drive[1]	710 Freeway Off-Ramp south of Ramona Blvd. (Maintained by Caltrans)	N/A
23	Corporate Center Drive	Casuda Canyon Drive	P
24	Corporate Center Drive	Mid-block (**Flasher**) between Casuda Canyon Dr. and Davidson Dr.	N/A
25	Corporate Center Drive	Davidson Drive	P
26	First Street	Woods Avenue	M
27	Floral Drive	Collegian Drive	P
28	Garfield Avenue	Hampton Avenue (Vacated)	M
29	Garfield Avenue	Northerly of Hilliard Avenue (Vacated)	P
30	Garfield Avenue	Emerson Avenue	P
31	Garfield Avenue	Avondale Avenue	P
32	Garfield Avenue	Garvey Avenue	P
33	Garfield Avenue	Newmark Avenue	P
34	Garfield Avenue	Graves Avenue	P
35	Garfield Avenue	El Repetto Drive	P
36	Garfield Avenue	Elmgate Avenue	P
37	Garfield Avenue	Riggin Street	P
38	Garfield Avenue	Mid-Block Pedestrian HAWK Signal (N/o Pomona Avenue)	G
39	Garfield Avenue[1]	Pomona Boulevard (Maintained by Montebello)	P
40	Garvey Avenue	Casuda Canyon Drive	P
41	Garvey Avenue	Abajo Drive	P
42	Garvey Avenue	Hitchcock Drive	G
43	Garvey Avenue	Chandler Avenue	G
44	Garvey Avenue	Ynez Avenue	G
45	Garvey Avenue	McPherrin Avenue	P
46	Garvey Avenue	Ramona Avenue	G
47	Garvey Avenue	Lincoln Avenue	P

[1]These traffic signals are maintained by others

48	Garvey Avenue	Nicholson Avenue	G
49	Garvey Avenue	Alhambra Avenue	G
50	Garvey Avenue	Orange Avenue	G
51	Garvey Avenue	New Avenue	P
52	Gerhart Ave	Via Campo (Located in Montebello)	G
53	Hellman Ave	North Entrance to Atlantic Times Square (Located just east of Atlantic Boulevard)	P
54	Monterey Pass Road	Vagabond Road	M
55	Monterey Pass Road	**Flasher** south of Vagabond Rd. (for City Fire Station) *Preemption	
56	Monterey Pass Road	Davidson Drive	P
57	Monterey Pass Road	Fremont Ave	P
58	New Avenue	Hellman Avenue	P
59	New Avenue	Emerson Avenue	P
60	New Avenue	Newmark Avenue	M
61	Pomona Boulevard	Gerhart Avenue	M
62	Pomona Boulevard	Wilcox Avenue	332
63	Potrero Grande Drive	Market Place Drive	M
64	Ramona Avenue	Mid-block (**Flasher**) Pedestrian Signal between Newmark Ave. and Harding Ave.	G
65	Ramona Boulevard	Centre Plaza Drive	332
66	Ramona Boulevard[1]	10 Freeway On-Ramp east of Corporate Center Dr. (Maintained by Caltrans)	P
67	Riggin Street	Findlay Avenue	G
68	Wilcox	Via Campo (Located in Montebello)	332

[1]These traffic signals are maintained by others

68 Locations

- 8 Locations (3 Maintained by other agencies; 5 Flasher/Midblock Pedestrian Signal)

60 Locations

EXHIBIT B

CITY OF MONTEREY PARK

TRAFFIC SIGNAL MAINTENANCE - PROPOSED RATE SCHEDULE

Contractor's Name: _____ Date: _____

I. Routine Preventative Maintenance per intersection per month $_____

Routine Preventative Maintenance per flasher/midblock signal PED per month $_____

II. Schedule of Labor Rates

	Straight Time	Overtime (Off Hours & Saturday)	Overtime (Sunday & Holiday)
Operations Superintendent	$_____	$_____	$_____
Lead Signal Technician	$_____	$_____	$_____
Signal Technician	$_____	$_____	$_____
Lead Signalman (Utility tech)	$_____	$_____	$_____
Signalman (Utility tech)	$_____	$_____	$_____
Lab/test Technician	$_____	$_____	$_____
Engineer/System Technician	$_____	$_____	$_____
Laborer	$_____	$_____	$_____

III. Schedule of Equipment Rates*

	Hourly Rate
Service Truck	$_____
Service Ladder Truck	$_____
Hydraulic Man lift Truck (under 32')	$_____
Hydraulic Man Lift Truck (over 32')	$_____
Boom Truck	$_____
Compressor w/tools	$_____

*Any equipment not listed above will be charged at the local prevailing rental rates.

IV. Markup on material _____%

V. Markup on Labor _____%

EXHIBIT B

VI. Special Pricing

6x6 inductive loop installed (1 to 4)	$_____
6x6 inductive loop installed (5 or more)	$_____
LED Pedestrian module installed (includes labor/equip)	$_____
Completed cabinet testing (new in your lab)	$_____
Replace battery in battery back-up system (15/year)	$_____
Underground Service Alert (Dig Alert Service)(per USA)	$_____

VII. Number of Cities Served _____

(Attach three (3) references pertaining to this proposal)

End of Section

EXHIBIT C

AVERAGE MONTHLY COST

I. Routine Preventative Maintenance per month $_____

Routine Preventative Maintenance signal PED per month $_____

II. Average Monthly Extraordinary Maintenance Man Hours* 45hrs x $_____ = $_____

*List hourly rate for most likely to respond

III. Average Monthly Equipment Hours 45hrs x $_____ = $_____
(Bucket Truck)

Total Average Monthly Cost (Items I – III) $_____

End of Section

ATTACHMENT 2

Bear Electrical Solutions, Inc. Proposal

EXHIBIT B

CITY OF MONTEREY PARK

TRAFFIC SIGNAL MAINTENANCE - PROPOSED RATE SCHEDULE

Contractor's Name: Bear Electrical Solutions, Inc. Date: 06-29-2020

I. Routine Preventative Maintenance per intersection per month $ 57.00

Routine Preventative Maintenance per flasher/midblock signal PED per month $ 25.00

II. Schedule of Labor Rates

	Straight Time	Overtime (Off Hours & Saturday)	Overtime (Sunday & Holiday)
Operations Superintendent	$ 85.00	$ 85.00	$ 85.00
Lead Signal Technician	$ 110.00	$ 150.00	$ 190.00
Signal Technician	$ 100.00	$ 140.00	$ 180.00
Lead Signalman (Utility tech)	$ 85.00	$ 130.00	$ 170.00
Signalman (Utility tech)	$ 80.00	$ 120.00	$ 160.00
Lab/test Technician	$ 85.00	$ 85.00	$ 85.00
Engineer/System Technician	$ 90.00	$ 90.00	$ 90.00
Laborer	$ 65.00	$ 85.00	$ 105.00

III. Schedule of Equipment Rates*

	Hourly Rate
Service Truck	$ 25.00
Service Ladder Truck	$ N/A (not OSHA compliant)
Hydraulic Man lift Truck (under 32')	$ 40.00
Hydraulic Man Lift Truck (over 32')	$ 40.00
Boom Truck	$ 40.00
Compressor w/tools	$ 40.00

*Any equipment not listed above will be charged at the local prevailing rental rates.

IV. Markup on material 15.0 %

V. Markup on Labor 0.0 %

EXHIBIT B

VI. Special Pricing

6x6 inductive loop installed (1 to 4)	$ 650.00
6x6 inductive loop installed (5 or more)	$ 550.00
LED Pedestrian module installed (includes labor/equip)	$ 220.00
Completed cabinet testing (new in your lab)	$ 1,350.00
Replace battery in battery back-up system (15/year)	$ 245.00
Underground Service Alert (Dig Alert Service)(per USA)	$ 195.00

VII. Number of Cities Served 61

(Attach three (3) references pertaining to this proposal)

End of Section

References / List of Recent Similar Projects

Below is list of references and their respective contact information that can attest to our traffic signal maintenance services.

1. City of Aliso Viejo Traffic Signal Maintenance
    a. Shaun Pelletier, City Engineer & Director of Public Works – spelletier@avcity.org 949-425-2533
    b. Project Timeframe: July 2016 – present

2. City of Tustin Traffic Signal Maintenance - Citywide
    a. Krys Saldivar, Public Works Manager – Ksaldivar@tustinca.org 714-573-3172
    b. Project Timeframe: January 2017- present

3. City of Carlsbad Traffic Signal Maintenance and Digalert Utility Locating Services
    a. Tam Tran, Traffic Systems Operations Specialist – tam.tran@carlsbadca.gov 760-602-2736
    b. Project Timeframe: July 2017 – present

EXHIBIT C

AVERAGE MONTHLY COST

I. Routine Preventative Maintenance per month $ 57.00

Routine Preventative Maintenance signal PED per month $ 25.00

II. Average Monthly Extraordinary Maintenance Man Hours* 45hrs x $ 80.00 = $ 3,600.00

*List hourly rate for most likely to respond

III. Average Monthly Equipment Hours 45hrs x $ 40.00 (Bucket Truck) = $ 1,800.00

Total Average Monthly Cost (Items I – III) $ 5,482.00

End of Section

PROPOSAL GUARANTEE

BID BOND

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that Bear Electrical Solutions, Inc., as BIDDER, AND Harco National Insurance Company as SURETY, are held and firmly bound unto the City of Monterey Park, in the penal sum of Ten Percent (10%) of Total Amount Bid, ($ ----------) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **Traffic Signal Maintenance** ("Public Project"), for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 29th day of June, 2020.

SIGNED AND SEALED this 29th day of June, 2020.

Bear Electrical Solutions, Inc.	Harco National Insurance Company
By:	By: Yvonne Roncagliolo, Attorney-in-Fact
PRINCIPAL	SURETY

PRINCIPAL's MAILING ADDRESS:	**SURETY's MAILING ADDRESS:**
1341 Archer Street	2999 Oak Road, #820
Alviso, CA 95002	Walnut Creek, CA 94597
----------	----------

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

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of Contra Costa

On 6 · 29 · 2020 (Date) before me, Christina Burton, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Yvonne Roncagliolo (Name(s) of Signer(s)),

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

CHRISTINA BURTON
Notary Public - California
Contra Costa County
Commission # 2321050
My Comm. Expires Feb 10, 2024

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature C Burton
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Yvonne Roncagliolo	Signer's Name:
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:

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POWER OF ATTORNEY

Bond # N/A

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

VALERIE GARCIA, CHRISTINA BURTON, ALICIA DASS, KELLY HOLTEMANN, NANCY L. HAMILTON, ROGER C. DICKINSON, THOMAS E. HUGHES, CHARLES R. SHOEMAKER, STANLEY D. LOAR, MARK M. MUNEKAWA, NERISSA S. BARTOLOME, JOAN DELUCA, SARA RIDGE, PATRICK R. DIEBEL, YVONNE RONCAGLIOLO

San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2019

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1964 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2019, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC No. 50079910 NEW JERSEY My Comm. Exp. 04-04-2023

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day. June 29, 2020

A00467

Irene Martins, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Santa Clara)

On June 30, 2020 before me, Sandra Hernandez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Robert Asuncion
Name(s) of Signer(s)

,

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

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

WITNESS my hand and official seal.

SANDRA VANESSA HERNANDEZ
Notary Public - California
Santa Clara County
Commission # [illegible]4358
My Comm. Expires [illegible], 2020

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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Contractor Information

Legal Entity Name
BEAR ELECTRICAL SOLUTIONS, INC.
Legal Entity Type
Corporation
Status
Active
Registration Number
1000002158
Registration effective date
7/1/2019
Registration expiration date
6/30/2022
Mailing Address
P.O. BOX 924 ALVISO 95002 CA United States of...
Physical Address
1341 ARCHER STREET ALVISO 95002 CA United ...
Email Address
Trade Name/DBA
License Number(s)
CSLB:982079

Registration History

Effective Date	Expiration Date
5/30/2018	6/30/2019
6/19/2017	6/30/2018
6/7/2016	6/30/2017
6/24/2015	6/30/2016
10/22/2014	6/30/2015
7/1/2019	6/30/2022

Legal Entity Information

Corporation Number:
C3530549
Federal Employment Identification Number:
President Name:
MICHAEL PETERS
Vice President Name:
ROBERT ASUNCION
Treasurer Name:
ANDREW BADER
Secretary Name:
ROBERT ASUNCION
CEO Name:

Agent of Service Name:
SWEENEY MASON WILSON AND BOSOMWORTH
Agent of Service Mailing Address:
983 UNIVERSITY AVE, SUITE 104 C LOS GATOS 95032 CA United States of America

Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Please provide your current workers compensation insurance information below:

	PEO Name	PEO Phone	PEO Email
PEO Information			

Insured by Carrier

Policy Holder Name:BEAR ELECTRICAL SOLUTIONS, INC.**Insurance Carrier:** ACE AMERICAN INSURANCE COMPANY**Policy Number:**C66009919**Inception date:** 1/31/2019**Expiration Date:**1/31/2020

INSURANCE REQUIREMENTS
[MUST BE SUBMITTED WITH PROJECT PROPOSAL]

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits
Commercial general liability:	$2M
Business automobile liability	$2M
Workers compensation	Statutory requirement.

Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance must be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

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

The Consultant must furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Consultant will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's consultant. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

06-03-2020

Date

Bidder

TRAFFIC SIGNAL MAINTENANCE
BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

Please state all instances of being disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

   Yes ☐ No ☒

2. If yes, explain the circumstances:

Bidder's Signature

City Council Staff Report

DATE: August 05, 2020

AGENDA ITEM NO: **Consent Calendar Agenda Item 3-I.**

TO: The Honorable Mayor and City Council

FROM: Mark A. McAvoy, Director of Public Works/City Engineer

SUBJECT: Parcel Map No. 76041 (620 Cadiz Street) – Subdivision Agreement and Approval of Parcel Map

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt a resolution approving Final Parcel Map No. 76041 and authorize the City Manager to execute a Subdivision Improvement Agreement for Parcel Map No. 76041 in a form approved by the City Attorney; and
2. Take such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

On September 26, 2017, the Planning Commission found that the Project was categorically exempt from the requirements of CEQA pursuant to CEQA Guidelines §§ 15315 as a Class 15 categorical exemption (Minor Land Division). The findings and conclusions made by the Planning Commission are incorporated into the attached Resolution by reference.

EXECUTIVE SUMMARY:

Tentative Parcel Map No. 76041 was approved by the Planning Commission on September 26, 2017 (via Resolution No. 10-17); the tentative parcel map was due to expire on September 26, 2019. On August 19, 2019, the applicant timely filed a one-year time extension to record the parcel map – this request was approved by the City Council on September 9, 2019 (via Resolution No. 12101). The parcel map was reviewed by the City's consultant surveyor, Boghossian & Associates, for mathematical accuracy; survey analysis; title information; and compliance with the Subdivision Map Act, Conditions of Approval and applicable Monterey Park Municipal Code provisions. Because not all public improvements are complete, the developer, Jack Lau, manager of the Oro-Ashi, LLC, must enter into a Subdivision Improvement Agreement (secured with appropriate bonds) in order for the Final Parcel Map to be approved.

BACKGROUND:

The project is located at 620 Cadiz Street with frontages on both the east side of Cadiz Street and the west side of Hermosa Vista Street. The site is bounded by residential areas. The development will divide the parcel into two lots, one fronting Cadiz Street, which will maintain the existing residence and one fronting Hermosa Vista Street which will construct a new single-family dwelling.

The developer commenced grading activity but has not yet finished constructing the public improvements. The public improvements include construction of a new curb, gutter, driveway aprons in the street right-of-way. Additionally, all on-site utility services will be placed underground. The developer is eager to record the parcel map. To ensure completion of these improvements, the developer must enter into a subdivision improvement agreement. The developer posted sufficient securities to secure construction of all on-site and off-site improvements, as follows:

	Faithful Performance	Labor and Materials
Public Improvement Bond	$12,282.00	$6,141.00
Grading Bond	$18,660.00	N/A

FISCAL IMPACT:

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

Respectfully submitted by:

FOR MAC

Mark A. McAvoy
Director of Public Works /
City Engineer

Prepared by:

Vivian Chen
Civil Engineering Associate

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachments:

1. Resolution
2. Subdivision Agreement
3. Parcel Map

ATTACHMENT 1
Resolution

RESOLUTION NO.

A RESOLUTION APPROVING PARCEL MAP NO. 76041 FOR TWO SINGLE-FAMILY RESIDENTIAL LOTS AT 620 CADIZ STREET

The City Council of the City of Monterey Park does resolve as follows:

SECTION 1: The City Council finds and declares that:

A. On September 26, 2017, the Planning Commission approved a tentative parcel map to subdivide one lot into two lots at 620 Cadiz Street (Tentative Map No. 76041). The time period for the tentative map was extended by the City Council for one year via Resolution No. 12101, adopted September 4, 2019;

B. The developer now requests that a Final Parcel Map be recorded for the development; and

C. The City reviewed the Project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the "CEQA Guidelines").

SECTION 2: *Environmental Assessment.* The Planning Commission found that the Project was categorically exempt from the requirements of CEQA pursuant to CEQA Guidelines §§ 15315 as a Class 15 categorical exemption (Minor Land Division). Approving the Parcel Map is part of the Project reviewed by the Planning Commission on September 26, 2017. The findings and conclusions made by the Planning Commission are incorporated into this Resolution by reference.

SECTION 3: *Parcel Map Findings.* Based upon the entirety of the record including, without limitation, the staff report, the City Council approves Parcel Map No. 76041 for the following reasons:

A. The Parcel Map substantially conforms with Tentative Parcel Map No. 76041; and

B. The Parcel Map substantially conforms to the MPMC and Subdivision Map Act (Government Code §§66410, *et seq.*).

SECTION 4: *Delegation of Authority; Reservations.*

A. In accordance with MPMC § 20.20.050, the City Engineer may take appropriate action to make technical corrections to the Parcel Map and, thereafter, the City Clerk may forward the Parcel Map to the Los Angeles County Recorder's Office for recordation.

B. Before providing the Parcel Map to the City Clerk, the City Engineer must (in addition to ensuring that the Parcel Map meets all technical requirements of the MPMC and Subdivision Map Act) verify that the developer provided the City with (1) a subdivision improvement agreement, in a form approved by the City Attorney, to ensure the construction of all public improvements at the development; and (2) a form of security approved by the City Attorney to guarantee performance under the subdivision improvement agreement.

C. The City manager is authorized to execute the subdivision improvement agreement referenced in this Section.

SECTION 5: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

SECTION 6: This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 7: The City Clerk is directed to mail a copy of this Resolution to the Applicant and to any other person requesting a copy.

PASSED AND ADOPTED this ____ day of _____, 2020.

_____
Hans Liang, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

By: _____
Karl H. Berger, Assistant City Attorney

ATTACHMENT 2
Subdivision Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
City of Monterey Park
320 W Nemwark Ave
Monterey Park, CA 91754

No fee per Government Code § 6103

SUBDIVISION IMPROVEMENT AGREEMENT

MAP NO. 76041

THIS AGREEMENT ("Agreement") is made and entered into this 5th day of August 2020, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY") and JACK LAU, Manager of ORO-ASHI, LLC ("SUBDIVIDER").

The Parties agree as follows:

1. **RECITALS**. This Agreement is made with reference to the following facts and objectives:

A. SUBDIVIDER presented CITY with a final subdivision map on land identified as Map No. 76041 ("Map").

B. SUBDIVIDER requested that CITY approve the Map before construction and completion of improvements including, without limitation, grading and public utility facilities ("Improvements") which are part of or appurtenant to the subdivision ("Subdivision") identified on the Map. The Improvements must be constructed in accordance with plans and specifications on file with CITY.

C. This Agreement is entered into in accordance with the Subdivision Map Act ("Act") and applicable ordinances adopted by CITY including, without limitation, as codified in the Monterey Park Municipal Code ("MPMC").

2. **CONSTRUCTION OF IMPROVEMENTS.** At its sole cost and expense, SUBDIVIDER agrees to furnish the equipment, labor and materials necessary to complete the Improvements on the Map set forth in attached Exhibit "A," which is incorporated by reference, and such other improvements required by CITY regulations

and/or the City Council when approving the Map. All of the above work, together with appurtenances, contingencies and engineering costs, are more particularly shown on the improvement plans for the Map. In addition, SUBDIVIDER agrees that because of Resolution No. 10-17, that it will construct and maintain the improvements identified in Exhibit "A," in the manner set forth in Public Works Permit No. PW 20-00297 which is incorporated by reference.

3. **ESTIMATED COST OF IMPROVEMENTS.** The parties agree that the estimated cost of grading and offsite improvement work is $37,083.00.

4. **COMPLETION.** SUBDIVIDER must complete all Improvements within 24 months after recording the Map or within such further time as may be granted by the City Council.

5. **COMPLETION BY CITY.** Should SUBDIVIDER fail to complete the Improvements within the time for completion, CITY, at its option, may enter onto SUBDIVIDER's property to complete the Improvements at SUBDIVIDER's cost.

6. **WARRANTY OF IMPROVEMENT PLANS.** SUBDIVIDER warrants that the plans and specifications for the Improvements comply with the map approval and the master plan for the Subdivision previously approved by CITY's Planning Commission and the City Council, together with all conditions made a part of such approval(s). SUBDIVIDER further warrants that the plans and specifications can be relied upon to accomplish the improvement work covered by this Agreement in a good, workmanlike manner and in accordance with accepted construction practices. Should the plans and specifications at any time before final acceptance of the Improvements prove to be inadequate in any respect, SUBDIVIDER agrees to make such changes deemed necessary by CITY to accomplish improvement work in a good, workmanlike manner and in accordance with accepted construction practices. SUBDIVIDER further agrees to make or cause to be made such engineering, soils and other reports as may be required by CITY.

7. **CITY NOT LIABLE FOR PLANS AND SPECIFICATIONS**. CITY is not an insurer or surety for the design or construction of the Subdivision. And no CITY official, officer, or employee is liable or responsible for any claim arising during construction of the Subdivision or Improvements, unless it can be shown that such person specifically directed that the Subdivision or Improvement be accomplished in a manner contrary to the wishes and desires of SUBDIVIDER, and SUBDIVIDER filed a written objection with the City Engineer before commencing such work or Improvement.

8. **WARRANTY OF WORK.** SUBDIVIDER warrants that the Improvements will be constructed in a manner consistent with CITY's specifications and the residentially reasonable industry standards. Should any Improvement fail to comply with this warranty or any other provision of this Agreement within one year after CITY's final acceptance, SUBDIVIDER must, without delay and without cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the

Improvements. Should SUBDIVIDER fail to comply with this warranty or any other provision of this Agreement for 30 days after receipt of written notice from the City or should the exigencies of the case require repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, at its option, make the necessary repairs or replacements or perform the necessary work and SUBDIVIDER must pay to CITY the actual cost of such repairs plus 15% for CITY's administrative overhead costs. This Section is not a waiver of any other right CITY may have for correcting faulty workmanship or defective materials.

9. **REPAIRS AND REPLACEMENTS.** Until the CITY's acceptance of any public improvements hereunder, SUBDIVIDER must replace/repair, as appropriate, all pipes and monuments shown on the Map destroyed or damaged by SUBDIVIDER's actions and to replace/repair, as appropriate, any property damaged or destroyed by SUBDIVIDER. Any such repair or replacement must be completed in accordance with the Permits.

10. **CITY'S RIGHT OF ENTRY**. SUBDIVIDER grants City a license to enter SUBDIVIDER's property to inspect the improvements constructed by SUBDIVIDER and to ensure compliance with this Agreement.

11. **CONTRACT SECURITY.**

A. Concurrently with the execution of this Agreement, SUBDIVIDER must furnish:

i. A surety bond in an amount equal to at least 100% of the estimated cost of improvements as security for the faithful performance of this Agreement;

ii. A separate surety bond in an amount equal to at least 50% of the contract price for said improvements as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement.

12. **MAINTENANCE BONDS.**

A. Except as to the Street, the bonds referred to in Section 11 will not be released until a surety bond guaranteeing the warranty requirements of Section 8 in the amount of at least ten percent of the sum shown in Section 3 is filed with CITY. The maintenance bond will be released one year from the date of final acceptance of the Improvements.

13. **PERFORMANCE BY CITY OR SURETY**.

A. Should SUBDIVIDER fail to construct the improvements in the manner and at such locations as specified within the time requirements of this

Agreement, or if SUBDIVIDER is not carrying out the intent of this Agreement, CITY may serve written notice upon SUBDIVIDER and the surety on SUBDIVIDER's faithful performance bond demanding satisfactory compliance with this Agreement.

B. Should CITY serve such written notice, CITY may do any one, or combination of, the following:

i. Serve written notice upon the surety on its faithful performance bond demanding satisfactory compliance with this Agreement. In such event the surety must, within five days, assume control and construct the Improvements as SUBDIVIDER's successor;

ii. CITY may construct the improvements itself, or by contract, at SUBDIVIDER's expense on a time a materials basis. In such event, CITY may take possession of and utilize in completing improvement construction, materials, appliances, and other property belonging to SUBDIVIDER as may be on the site of the work without liability to CITY. SUBDIVIDER's surety will be liable to CITY for any excess cost of damages incurred by CITY.

C. Nothing in this Section waives, or serves as a limitation upon, any additional remedy CITY may have under this Agreement or applicable law.

14. **SURETY BOND TO INCLUDE LETTER OF CREDIT.** The term "surety bond" also includes such other acceptable security, such as letters of credit or cash deposit agreements issued by responsible financial institutions, which are approved by the City Attorney. The term "surety" includes the issuer of any letter of credit or cash deposit agreement, which is acceptable to CITY as security for the performance of this Agreement. Sureties must be admitted to do business in California.

15. **BEST MANAGEMENT PRACTICES**. SUBDIVIDER agrees to use best management practices ("BMPs"), as that term is defined under applicable law including, without limitation, the Monterey Park Municipal Code, in constructing the improvements anticipated by this Agreement. SUBDIVIDER's failure to comply with the terms of this Section constitutes a material breach of this Agreement.

16. **OWNERSHIP OF DOCUMENTS.** All documents, data, studies, drawings, maps, models, photographs and reports prepared by SUBDIVIDER under this Agreement are CITY's property. SUBDIVIDER may retain copies of said documents and materials as desired, but must deliver all original documents regarding public improvements to CITY upon CITY's acceptance of the public improvements and written request.

17. **INDEPENDENT CONTRACTOR.** CITY and SUBDIVIDER agree that SUBDIVIDER will act as an independent contractor and will have control of all work and the manner in which it is performed. SUBDIVIDER will be free to contract for similar service to be

performed for other employers while under contract with CITY. SUBDIVIDER is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct SUBDIVIDER as to the details of doing the work or to exercise a measure of control over the work means that SUBDIVIDER will follow the direction of CITY as to end results of the work only.

18. **CASH CHARGES.** SUBDIVIDER must pay to CITY in cash such subdivision fees that are established by ordinance or by the City Council in conferring approval or extension of time to the Subdivision.

19. **INDEMNIFICATION.**

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

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

C. The Parties agree that this section will survive the termination of this Agreement.

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

20. **INSURANCE**.

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

Type of Insurance	Limits (combined single)
Commercial general liability:	$2,000,000

Professional Liability	$2,000,000
Workers compensation	statutory requirement

B. Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name CITY, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon 30 days prior written notice to CITY.

C. Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," SUBDIVIDER will continue to renew the insurance for a period of three years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover SUBDIVIDER for all claims made by CITY arising out of any errors or omissions of SUBDIVIDER, or its officers, employees or agents during the time this Agreement was in effect.

D. SUBDIVIDER must furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide 30 day notice of any cancellation of coverage. SUBDIVIDER will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

21. **NOTICES.**

A. All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Notice sent by mail will be addressed as follows:

The City	To Subdivider
City of Monterey Park	Jack Lau,
320 W. Newmark Ave	Manager of ORO-ASHI, LLC
Monterey Park, CA 91754	550 S Hill Street, Suite 1318
	Los Angeles, CA 90013

B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.

C. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

22. **COMPLIANCE WITH LAW.** SUBDIVIDER will comply with all laws applicable to this Agreement including, without limitation, federal, state, and local laws requiring permitting and licenses. All such compliance will be at SUBDIVIDER's own cost.

23. **CONSTRUCTION.** The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

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

25. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

26. **WAIVER.** Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

27. **GOVERNING LAW.** This Agreement has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in Los Angeles County.

28. **AUTHORITY/MODIFICATION.** This Agreement is subject to and conditioned upon approval and ratification by the Monterey Park City Council. This Agreement is not binding upon CITY until executed by the City Manager. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein.

This Agreement may be modified by written agreement. CITY's City Manager may execute any such amendment on behalf of CITY.

29. **BINDING UPON SUCCESSORS**. The terms of this Agreement constitute a burden and benefit upon the Property. Accordingly, this Agreement will be recorded and the term will run with the Property and become binding upon SUBDIVIDER's heirs, successors and assigns.

30. **ENTIRE AGREEMENT.** This Agreement constitutes the sole agreement between SUBDIVIDER and CITY respecting the maintenance of the Property's common areas and correctly sets forth the obligations of SUBDIVIDER and CITY. There are no other understandings, terms or other agreements expressed or implied, oral or written.

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

CITY OF MONTEREY PARK,
a municipal corporation.

_____
Ron Bow, City Manager

ORO-ASHI, LLC

_____
Jack Lau, Manager

City Council Approval:_____

ATTEST:

_____
Vincent D. Chang, City Clerk

_____

APPROVED AS TO FORM:

By: _____
Natalie C. Karpeles, Deputy City Attorney

EXHIBIT A

Map No. 76041

All improvements marked are included:

(X) Public street improvements including grading, paving, curbs, gutter, sidewalks, ADA curb ramps, traffic control devices, street name signs, street lights, street landscaping, and appurtenances, as set forth in plans entitled "Grading and Drainage Plan," prepared by Techna Land Company, Inc., approved as PW 20-00297.

(X) Domestic water supply system, including service laterals, fire hydrants, and appurtenances.

(X) Lot grading including land clearing, earth moving compaction, import or export of soil, and appurtenances.

ATTACHMENT 3
Parcel Subdivision Map

2 PARCELS
23771 SQ. FT.

SHEET 1 OF 2 SHEETS

PARCEL MAP NO. 76041

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

BEING A SUBDIVISION OF LOT 4 OF TRACT NO. 28612, AS PER MAP RECORDED IN BOOK 877, PAGE 86 THROUGH 92, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR INTERESTED IN THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES AND I CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION AND WE HEREBY GRANT AND DEDICATE AN EASEMENT FOR SANITARY SEWER PURPOSES SO DESIGNATED ON SAID MAP

ORO-ASHI, LLC A CALIFORNIA LIMITED LIABILITY COMPANY, OWNER

BY JACK LAU MANAGER

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

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

ON October 2, 2018 BEFORE ME, Daniel Kirk Baker A NOTARY PUBLIC PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT

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

WITNESS MY HAND AND OFFICIAL SEAL
SIGNATURE: Daniel Kirk Baker
PRINTED NAME: Daniel Kirk Baker
MY PRINCIPAL PLACE OF BUSINESS Studio City COUNTY Los Angeles
MY COMMISSION EXPIRES Oct 25, 2018
MY COMMISSION NUMBER 2131683

DANIEL KIRK BAKER
Commission # 2131683
Notary Public - California
Los Angeles County
My Comm. Expires Oct 25, 2018

SIGNATURE OMISSION NOTE:

THE SIGNATURE OF SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITES RECORDED FEBRUARY 06, 1978 AS INSTRUMENT NO. 78-139089 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY MAY BE OMITTED UNDER PROVISIONS OF SECTION 6643(a) 3A (i-viii) OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY

THE SIGNATURE OF THE CITY OF MONTEREY PARK, HOLDER OF AN EASEMENT FOR STORM DRAIN ON TRACT NO. 28612 AS PER MAP RECORDED IN BOOK 877, PAGES 86 THROUGH 92, INCLUSIVE OF MISCELLANEOUS MAPS, MAY BE OMITTED UNDER PROVISIONS OF SECTION 6643(a) 3A (i-viii) OF THE SUBDIVISION MAP ACT AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

THE SIGNATURE OF MARTHA SCOTT SHAPIRO, HOLDER OF AN INTEREST IN, OR RIGHT TO, MINERALS, RECORDED APRIL 15, 1975 AS INSTRUMENT NO. 75-3800 O.R. WHICH MAY INCLUDE BUT WHICH MAY NOT BE LIMITED TO OIL, GAS, OR OTHER HYDROCARBON SUBSTANCES, MAY BE OMITTED UNDER PROVISIONS OF SECTION 65436(A) (3C) OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAIS SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY

I HEREBY CERTIFY THA1 ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT

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

BY_____ DATE_____
DEPUTY

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF $_____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON THE MAP OF PARCEL MAP NO. 76041 AS REQUIRED BY LAW

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

BY_____ DATE_____
DEPUTY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ORO-ASHI, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ON APRIL 26, 2018. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN 12 MONTHS FROM THE FILING DATE OF THIS MAP, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP

9/21/18
LAWRENCE J. SCHMAHL DATE
LS NO. 5748
EXPIRE 12-31-19

LICENSED LAND SURVEYOR
LAWRENCE J. SCHMAHL
L.S. 5748
STATE OF CALIFORNIA

BASIS OF BEARINGS:

THE BEARINGS SHOWN HERE ON ARE BASED ON THE BEARING S 01°54'27" E ON THE CENTERLINE OF CADIZ STREET, AS SHOWN ON TRACT NO. 28612 RECORDED IN BOOK 877 OF MAPS, PAGES 86 TO 92 OF MAPS, RECORDS OF LOS ANGELES COUNTY

CITY ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF THAT ALL PROVISIONS OF THE LOCAL SUBDIVISION ORDINANCES OF THE CITY OF MONTEREY PARK APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT WITH RESPECT TO CITY RECORDS

MARK A. MCAVOY, CITY ENGINEER
CITY OF MONTEREY PARK
RCE 68361 EXPIRES 9-30-2019

DATE

CONTRACT CITY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT IT COMPLIES WITH ALL PROVISIONS OF STATE LAW APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT CERTIFIED BY THE CITY ENGINEER

GEORGE G. BOGHOSSIAN & ASSOCIATES, INC

PAUL R. CHARLTON, R.C.E. NO. 27759
EXPIRES 3/31/2020
CONTRACT CITY SURVEYOR
CITY OF MONTEREY PARK

10-12-18
DATE

REGISTERED PROFESSIONAL ENGINEER
PAUL R. CHARLTON
C27759
EXP. 3-31-2020
CIVIL
STATE OF CALIFORNIA

CITY TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF MONTEREY PARK TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT AND WHICH MAY BE PAID IN FULL HAVE BEEN PAID IN FULL

DATE_____ 2018_____
CITY TREASURER OF THE CITY OF MONTEREY PARK

CITY CLERK'S CERTIFICATE:

I, _____, CITY CLERK OF THE CITY OF MONTEREY PARK DO HEREBY CERTIFY THAT THIS MAP PRESENTED FOR APPROVAL TO THE CITY COUNCIL AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____ 2018, AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVED SAID MAP, AND ACCEPTED THE DEDICATION AN EASEMENT FOR SANITARY SEWER PURPOSES SO DESIGNATED ON SAID MAP.

DATE_____ 2018_____
CITY CLERK, CITY OF MONTEREY PARK

PLANNING DIRECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED TENTATIVE MAP AS APPROVED BY THE CITY OF MONTEREY PARK PLANNING COMMISSION ON _____ 2016 AND ALL CONDITIONS OF APPROVAL HAVE BEEN MET

DATE_____ 2018_____
PLANNING DIRECTOR
CITY OF MONTEREY PARK

SCALE: 1"=30'

PARCEL MAP NO. 76041

SHEET 2 OF 2 SHEETS

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

LEGEND

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP

(1) FD. L & TAGE TAGGED LS 8230 IN 1 C ON P/L PROD NC REF

(2) NE. COR. LOT 4 OF R1 ACCEPTED AS THE SOUTH COR OF LOT 28 BLOCK 4 TRACT NO 9855 MB 162-48/50

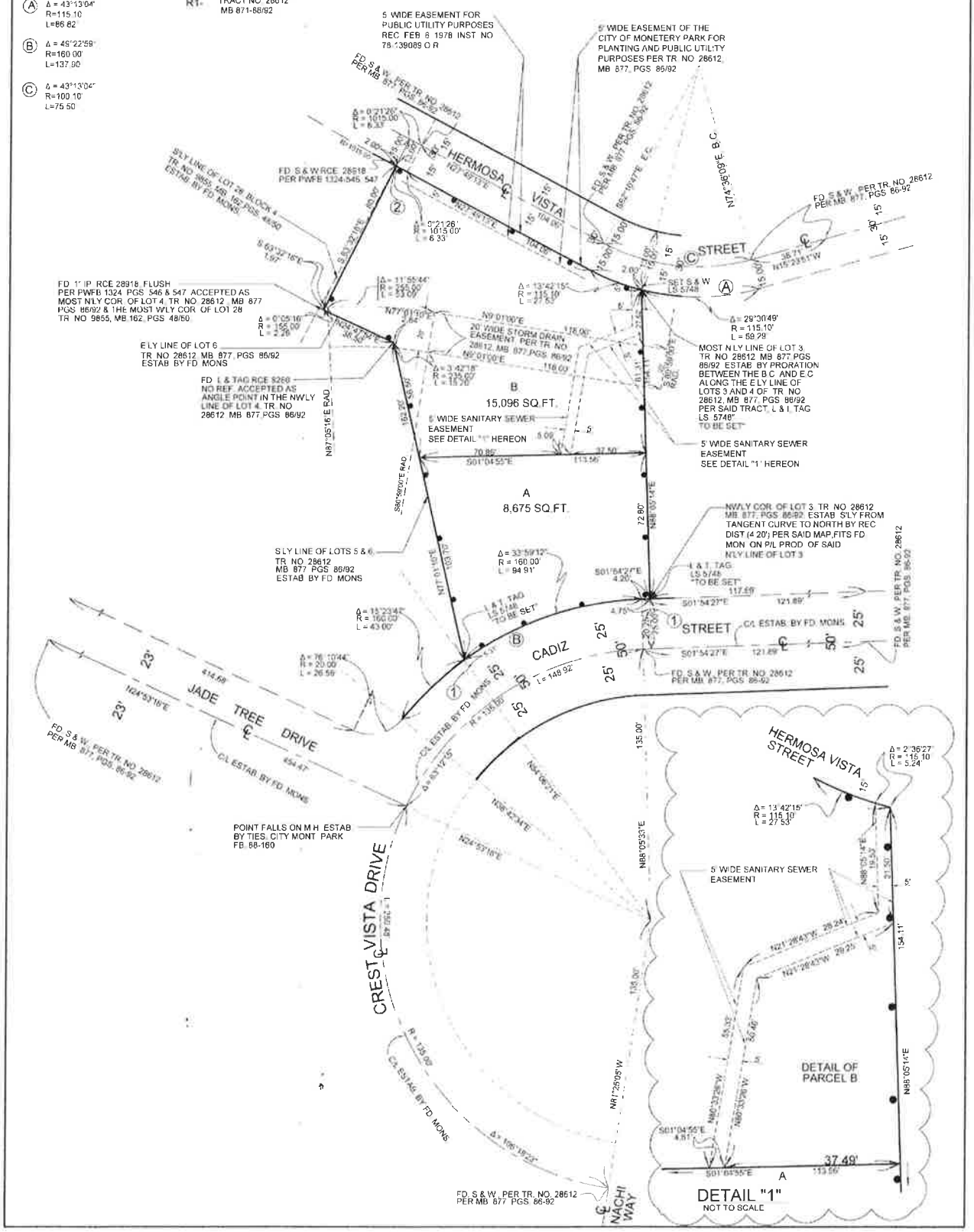
R1- TRACT NO 28612 MB 871-86/92

CURVE DATA

(A) Δ = 43°13'04" R=115.10 L=86.82

(B) Δ = 49°22'59" R=160.00' L=137.90

(C) Δ = 43°13'04" R=100.10' L=75.50



City Council Staff Report

DATE: August 5, 2020

AGENDA ITEM NO: **Consent Calendar Agenda Item 3-J.**

TO: The Honorable Mayor and City Council

FROM: Mark A. McAvoy, Director of Public Works/City Engineer

SUBJECT: Garvey Reservoir Areas 2, 3, & 4 Drainage Improvements – Authorization to Advertise

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt a resolution approving the design and plans for the Garvey Reservoir Areas 2, 3, & 4 Drainage Improvements and authorizing solicitation of bids; and
2. Take such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

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

EXECUTIVE SUMMARY:

On June 19, 2019, City Council authorized the City Manager to execute three Memoranda of Understanding between the City of Monterey Park and the Metropolitan Water District (MWD) of Southern California for El Niño Preparedness projects at three areas near Garvey Reservoir. On December 18, 2019, City Council authorized the City Manager to execute extensions to the three Memoranda of Understanding through December 31, 2020.

Staff prepared bid specifications for the Garvey Reservoir Areas 2, 3, & 4 Drainage Improvements project and is requesting the City Council's authorization to advertise the project for construction bids.

BACKGROUND:

While storms bring much needed water to Southern California, the inundation of storm water can result in conditions leading to potential damage to private and public property. In 2015 MWD and City representatives discussed actions that can be taken to protect public health, safety and property from strong winter storm events. The recommendation was for both public entities to cooperatively undertake immediate, actions to prepare for winter storms.

On November 18, 2015 the City Council adopted a resolution declaring an emergency and authorizing the City Manager to enter into an agreement with the Metropolitan Water District of Southern California (MWD) to cooperate and coordinate emergency preparedness efforts to help protect public health and property, located around the Garvey Reservoir slopes, from potential impacts of El Niño storm events.

In continuing those efforts and to complete additional projects identified through previous efforts, City staff and MWD staff recommended that the two parties enter into three additional Memoranda of Understanding (MOUs), which were approved by City Council on June 19, 2019 and extended by City Council on December 18, 2019.

Final plans and specifications are now ready for the three locations addressed by most recent MOUs. The project involves drainage improvements to three existing areas near Garvey Reservoir known as Areas 2, 3, and 4. These improvements will remediate possible storm water damage impacts from El Niño storm events. Staff is requesting authorization to advertise.

FISCAL IMPACT:

Funding for this project was budgeted in the 2018-19 Fiscal Year as the Garvey Reservoir Drainage Improvements in the amount of $280,000 from Sewer funding source (account number 0042-5001-91962).

Respectfully submitted by:

Mark A. McAvoy, FOR MAC
Public Works Director/City Engineer

Prepared by:

Frank A. Lopez,
Assistant City Engineer

Approved by:

Ron Bow, City Manager

Reviewed by:

Karl H. Berger, Assistant
City Attorney

ATTACHMENT:

1. Resolution

ATTACHMENT 1
Resolution

RESOLUTION NO. _____

A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE GARVEY RESERVOIR AREAS 2, 3 & 4 DRAINAGE IMPROVEMENTS PROJECT PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT

THE CITY COUNCIL RESOLVES AS FOLLOWS:

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

A. City staff has prepared bid specifications for the Garvey Reservoir Areas 2, 3, & 4 Drainage Improvements Project ("Project").

B. The City Engineer reviewed the completed design and plans for the Project and agrees with staff that the plans are complete and the Project may be constructed.

C. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project.

SECTION 2. *Environmental Assessment.* The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project.

SECTION 3. *Design Immunity; Authorization.*

A. The design and plans for the Project are determined to be consistent with the City's standards and are approved.

B. The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.

C. The approval granted by this Resolution conforms to the City's General Plan.

D. The City Engineer, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the design and plans approved by this Resolution.

E. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

F. The City Manager, or designee, may solicit bids for the Project in accordance with applicable law.

SECTION 4. *Project Payment Account*. For purposes of the Contract Documents administering the Project, the City Council directs the City Manager, or designee, to establish an account allocating Sewer Funds from the appropriate fiscal year budget to pay for the Project ("Project Payment Account"). The Project Payment Account is the sole source of funds available for the Contract Sum, as defined in the Contract Document administering the Project.

SECTION 5. The City Clerk is directed to certify the adoption of this Resolution.

SECTION 6. This Resolution takes effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 5th of August 2020.

Hans Liang, Mayor
City of Monterey Park

ATTEST:

Vincent D. Chang, City Clerk
City of Monterey Park

APPROVED AS TO FORM:

Karl H. Berger
Assistant City Attorney

City Council Staff Report

DATE: August 5, 2020

AGENDA ITEM NO: **Public Hearing Agenda Item 4-A**

TO: The Honorable Mayor and City Council

FROM: Martha Garcia, Director of Management Services

SUBJECT: A public hearing to consider the proposed Five-Year Consolidated Plan for Fiscal Years 2020-2024 and One-Year Action Plan for Community Development Block Grant, and HOME Investment Partnerships Programs for Fiscal Years Year 2020-2021.

RECOMMENDATION:

It is recommended that the City Council consider:

1) Opening the public hearing to receive testimonial and documentary evidence;
2) Approve the Five-year Consolidated Plan (Con Plan) for Fiscal Years 2020-24, One-year Action Plan (Action Plan) for Fiscal Years 2020-2021 for the Community Development Block Grant ("CDBG"), and HOME Investment Partnerships ("HOME") Programs;
3) Direct staff to prepare and transmit the final documents to the U.S. Department of Housing and Urban Development ("HUD");
4) Authorize the City Manager, or his designee, to take all actions necessary or desirable to implement the Five-year Consolidated Plan, Annual Action Plan, and Subrecipient Agreements; and
5) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City of Monterey Park is a federal entitlement grant recipient of CDBG and HOME funds from HUD. As part of the process to receive funding, the City must undertake development of a Consolidated Plan every five (5) years and an Annual Action Plan each year. The City's current Consolidated Plan expired on June 30, 2020. As required by federal requirements, the City will submit its Five-Year Con Plan and One-Year Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) by the statutory deadline of August 16, 2020.

On an annual basis, the City receives Community Development Block Grant (CDBG) and HOME Investment Partnership Program funds. To receive these grant funds, the City must adopt a Consolidated Plan. The Consolidated Plan serves as the City's 5-year planning document for the use of the funds. The Consolidated Plan is carried out each fiscal year (July 1 – June 30) through an Annual Action Plan. The Annual Action Plan provides a concise summary of the actions, activities, and the specific resources that

will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.

BACKGROUND:

Priscila Dávila & Associates, Inc. is assisting the City in the completion of these documents. Consultants met with City staff in January 2020 to develop a project schedule and public outreach strategy to gather information and public input. Two Community Workshops took place on February 27 and March 11, 2020. In addition, a Focus Group meeting took place on March 18, 2020. Public input was derived from personal interviews, and telephone conversations. Informational materials were distributed at public facilities, churches, senior housing facilities, local businesses, and the City's website.

The public notice was published on July 3, 2020 in the Monterey Park Progress newspaper to inform the public of the 30-day public review period and August 5, 2020 Public Hearing for discussions on the 2020-2024 Consolidated Plan, and 2020-2021 Annual Action Plan. The documents were available for public review on July 3, 2020. At the time of preparing this staff report, City staff has not received any written comments concerning the Consolidated Plan, or Annual Action Plan. HUD requires that cities prepare and adopt a Five-year Consolidated Plan and a One-year Action Plan, which provides for the expenditure of CDBG, HOME, and ESG funds.

FIVE-YEAR CONSOLIDATED PLAN: Provides a strategic plan to identify priorities for the utilization of CDBG and HOME funds. The top priorities are summarized below:

Housing Strategy

- Expand affordable rental housing opportunities, particularly for low-income persons.
- Preserve and rehabilitate existing rental and owner-occupied units.
- Increase affordable homeownership opportunities, particularly for low- and moderate-income persons.

Homeless Strategy

- Preserve and improve the supply of supportive housing and public services for the homeless.

Special Needs Strategy

- Provide supportive services for special needs populations.

Community Development Strategy

- Provide for needed infrastructure improvements in target lower- and moderate-income neighborhoods.
- Provide for new community facilities and improve the quality of existing community facilities to serve lower- and moderate- income neighborhoods.
- Provide needed community services to serve lower- and moderate- income residents.

- Expand the City's economic base and promote greater employment opportunities.

ACTION PLAN: The City of Monterey Park is an entitlement city under the federal Department of Housing and Urban Development CDBG and HOME Programs. As an entitlement city, Monterey Park is eligible to receive annual allocations of CDBG and HOME funds. Monterey Park anticipates receiving approximately $664,252 in CDBG funds and approximately $344,931 in HOME funds for the PY 2020-2021.

Each activity assisted with CDBG and HOME funds must be an eligible use and must meet one of the three national objectives of the CDBG and HOME program: 1) benefit low and moderate-income persons; 2) aid in the prevention or elimination of slums or blight; or 3) meet an urgent community need.

In accordance with CDBG and HOME Program regulations, the proposed PY 2020-2021 One Year Action Plan proposed activities and funding are as follows:

CDBG ACTIVITIES	
Administration	$132,850
Fair Housing	$25,000
Repayment of Section 108 loan	$489,868
Small Business Assistant Program	$16,534
Total 2019-2020 Allocation	**$664,252**

HOME ACTIVITIES	
Administration	$86,232
Homeowner/Rental Rehabilitation	$258,699
Total 2019-2020 Allocation	**$344,931**

FISCAL IMPACT:

There is no fiscal impact to the General Fund.

ATTACHMENTS:

Attachment 1 – Draft Five-Year Consolidated Plan and One-Year Action Plan

Respectfully submitted:

By:

Martha Garcia,
Director of Management Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENT 1
Five Year Consolidated Plan/Action Plan

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Introduction

The U.S. Department of Housing and Urban Development requires the City of Monterey Park to complete a Consolidated Plan to receive funds under Community Development Block Grant (CDBG), and HOME Investment Partnerships Program (HOME) programs. Consolidated Plans are required to be prepared every five years and include five Annual Action Plans to be produced for each year.

The Consolidated Plan serves four functions.

- It is a planning document, built upon public participation and input.
- It is the application for funds under HUD's formula grant programs: CDBG and HOME.
- It articulates local priorities.
- It is a five-year strategy the jurisdiction will follow in implementing HUD programs.

The City of Monterey Park ("City") has developed the Consolidated Plan through comprehensive consultation and citizen input. The Consolidated Plan identifies the City's needs in housing, community development, and economic development. It also presents the City's long-term strategies to address the identified needs. The One-Year Action Plans provide the activities that will be carried out for the specific year and funding amounts for each activity.

A completed Consolidated Plan describes the lead agency responsible for overseeing the development and implementation of the plan and agencies, groups, and organizations that participate in the process. It also includes a summary of the citizen participation process, public comments, and efforts made to broaden public participation in preparing the plan.

The Consolidated Plan includes the following sections:

- Executive Summary.
- The Process.
- Needs Assessment.
- Market Analysis.
- Strategic Plan; and
- First Year Annual Action Plan.

The first year's annual action plan is a part of the consolidated plan. The One-Year Action Plan identifies specific goals consistent with the Five-Year Strategy and lists projects, programs, and resources that will be used to implement the Strategy during Fiscal Year 2020-21. This plan covers the period from July 1, 2020 through June 30, 2021.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment

Overview

The strategies and projects outlined in the Con Plan are intended to benefit low- and moderate-income residents, improve distressed and blighted neighborhoods with high concentrations of low- and moderate-income residents, and positively impact the City as a whole. These Strategies will be coordinated with other federal and state grant programs and local initiatives to meet the objectives outlined in the plan. The Annual Action Plan will focus on goals established within the Five-Year 2020-2025 Con Plan-Strategic Plan.

The primary objective of the CDBG Program is the development of viable urban communities, which is achieved by providing the following General Objective Categories. The City of Monterey Park incorporated outcome measures for activities in accordance with the Federal Register Notice dated March 7, 2006, which require the following Performance Measure Objectives/Outcomes to be associated with each activity funded:

General Objective Categories - Activities will meet one of the following:

- Decent Housing (DH)
- A Suitable Living Environment (SL)
- Economic Opportunity (EO) General

Outcome Categories - Activities will meet one of the following:

- Availability/Accessibility (1)
- Affordability (2)
- Sustainability (3)

The City of Monterey Park has a range of housing and community development needs. CDBG funds alone are not adequate to address the myriad of needs identified during the public outreach process and summarized in the Needs Assessment of this Consolidated Plan. Recognizing the national objectives of the CDBG program and specific program regulations, the City intends to use CDBG funds to coordinate programs, services, and projects to create a decent and suitable living environment to benefit low- and moderate-income households and those with special needs. Needs which have been determined to be a High Priority level will receive funding during the Five-Year Consolidated Plan. The Low Priority Need may be funded based on the availability of funds. The priorities for the FY 2020-2024 Consolidated Plan established in consultation with residents and community groups will be prioritized in the following order.

High Priority

- Improve, Maintain, and Expand Affordable Housing
- Promote Equal Housing Opportunity
- Support Economic Development Opportunities
- Planning and Administration

3. Evaluation of past performance

The City has made progress meeting Con Plan goals and priority needs. Many of the activities performed have contributed to stabilizing the City's low--income neighborhoods and improved the living conditions of low- to moderate-income families and individuals. Overall, the strategies and goals outlined in the Con Plan are evaluated and reported out annually through the Consolidated Annual Performance Evaluation Report (CAPER) process. The CAPER covers a program year (July 1st-June 30th) and is prepared by the City's Housing Department.

The City has made progress meeting Con Plan goals and priority needs. Many of the activities performed have contributed to stabilizing the City's low--income neighborhoods and improved the living conditions of low- to moderate-income families and individuals.

- Major activities focused on preservation of the City's affordable housing stock through renovations performed on owner-occupied housing. The scope of the renovations varied depending on the program and household needs with improvements ranging from basic health and safety improvements to full scale renovation projects eliminating blighted conditions.

- Housing Choice Vouchers (Section 8) administered by the Los Angeles County Development Authority (LACDA) on behalf of the City of Monterey Park, offered tenant assistance for those qualifying low- to moderate-income residents.

- Housing, supportive services, and case management were provided to homeless persons through several of the City's County partners such as Los Angeles Homeless Service Authority.

- The City's subrecipient, Housing Rights Center, continued to assist the City in meeting its obligations to affirmatively further fair housing choice within Monterey Park.

The most recent past performance evaluation and reporting can be found in the FY 2018–2019 Comprehensive Annual Performance Evaluation Report (CAPER). This report provides both summary and details of resources, distribution, and accomplishments for CDBG and HOME funded programs.

4. Summary of citizen participation process and consultation process

The City launched a comprehensive outreach strategy to enhance and broaden citizen participation in the preparation of the Consolidated Plan. The City informed the public that it was in the process of creating the 2020-2024 Consolidated Plan and encouraged public participation by hosting community workshops, a focus group meeting, numerous one-on-one interviews, and a public hearing.

Subsequent to the enactment of the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, HUD revised the Consolidated Plan regulations at 24 CFR Part 91 to emphasize the importance of citizen participation and consultation in the development of the Consolidated Plan. HUD strengthened the consultation process with requirements for consultation with the CoC, Public Housing Authorities (PHA), business leaders, civic leaders and public or private agencies that address housing, health, social service, victim services, employment, or education needs of low-income individuals and families, homeless individuals and families, youth and/or other persons with special needs. Together with the analytic capabilities of the eCon Plan Suite, these requirements created the conditions necessary to implement a collaborative, data-driven and place-based planning process that includes a robust level of citizen participation and consultation.

In accordance with the City's Citizen Participation Plan, residents and stakeholders were able to participate in the development of the 2020-2024 Consolidated Plan through community workshops, focus group meeting, and public hearing. Efforts were made to encourage participation by low- and moderate-income persons, particularly those living in areas where HUD funds are proposed to be used, and by residents of predominantly low- and moderate-income neighborhoods. Efforts were made to encourage the participation of minorities and non-English speaking persons, as well as persons with disabilities.

5. Summary of public comments

A community workshop to discuss the housing and community development needs in Monterey Park was held on February 27, 2020 at the City Hall Community Room, and March 11, 2020 at the Langley Senior Center. In addition, a Focus Group meeting was held on March 18, 2020 in the City Hall Community Room.

A public hearing to receive comments on the draft 2020-2024 Consolidated Plan and the 2020-2021 Annual Action Plan will be held before the Monterey City Council on August 5, 2020.

6. Summary of comments or views not accepted and the reasons for not accepting them

The City of Monterey Park accepted all comments that were received.

7. Summary

Examination of 2011-2015 American Community Survey (ACS) 5-Year Estimates and the 2011-2015 Comprehensive Housing Affordability Strategy (CHAS) data, in addition to local data, as well as consultation with citizens and stakeholders revealed high priority needs to be addressed through the investment of an anticipated CDBG and HOME funds over the five-year period of the Consolidated Plan. The investment of CDBG and HOME funds in eligible activities shall be guided principally by the goals of the Strategic Plan. Activities submitted for consideration in response to any solicitation or Notice of Funds Availability (NOFA) process must conform with one of the Strategic Plan strategies and the associated action-oriented, measurable goals to receive consideration for CDBG and HOME funds.

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	MONTEREY PARK	Management Services Department
HOME Administrator	MONTEREY PARK	Management Services Department

Table 1 – Responsible Agencies

Narrative

The Management Services Department is the lead in the administration of CDBG, and HOME funds and development of the Consolidated Plan. The City is an entitlement community and receives CDBG, and HOME funds directly from HUD.

Consolidated Plan Public Contact Information

City of Monterey Park
Martha Garcia, Director
Management Services Department
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PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

Public participation plays a central role in the development of the Consolidated Plan. The City undertook an extensive outreach program to consult and coordinate community residents, local businesses, nonprofit agencies, affordable housing providers, and government agencies regarding the purpose and development of the Consolidated Plan. Due to the onset of coronavirus pandemic in mid-March 2020, much of the outreach was conducted by direct telephone contact. The outreach program has been summarized in the Executive Summary and Citizen Participation sections of this Consolidated Plan. Comments received and results of the survey are summarized in Appendix A to this Consolidated Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

Management Services staff members participate on a continual basis with several regional agencies, including non-profit agencies, affordable housing providers, the Housing Authority of the County of Los Angeles, and Los Angeles Homeless Services Authority. The coordination between the City and these agencies provide better service and resources to the public on programs and services available through a variety of agencies.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City consulted with the Los Angeles County Development Authority and nonprofit organizations i.e., Los Angeles Homeless Services Authority to determine funding needs for housing and services for homeless persons, low- and moderate-income persons, and low-income neighborhoods.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

Not Applicable. The City of Monterey Park does not receive ESG funds as part of its annual entitlement.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	MERCI
	Agency/Group/Organization Type	Housing Services-Persons with Disabilities Services-Health Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Jillian Van Leuven, MPA Executive Director: Agency was contacted on March 9 and March 16, 2020 and provided input on housing and supportive services for adults with special needs.
2	**Agency/Group/Organization**	Housing Rights Center
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Chancela Al-Monsour, Executive Director: Agency was contacted in February and March 2020 and provided input on housing affordability, fair housing issues, and landlord/tenant complaints. Nonprofit; regional fair housing agency serving the larger San Gabriel Valley area.
3	**Agency/Group/Organization**	Chinatown Service Center
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Health Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Anti-poverty Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Kerry Situ, Director of Programs: Agency was contacted on March 10, 2020 and helps immigrants adjusting to American life; input on housing, health, acculturation, language barriers, cultural differences, and economic and job security.
4	**Agency/Group/Organization**	EAST SAN GABRIEL VALLEY COALITION FOR THE HOMELESS
	Agency/Group/Organization Type	Services-homeless Services-Health Continuum of Care
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency was contacted on March 17 and 18, 2020. Provides shelter beds only during the Winter Program between Dec and March of each year. Year round, agency provides hygiene products, shower facilities, hot meals, bus tokens, gas vouchers and clothing between 8:30 am to 1:30 pm.
5	**Agency/Group/Organization**	Salvation Army - Bell Shelter
	Agency/Group/Organization Type	Services-homeless Continuum of Care
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency was contacted March 17 and 18, 2020. Bell Shelter provides 210 shelter beds for the homeless and 64 beds for the homeless drug and alcohol program; the length of stay depends on program; provides free pick-up at three locations during the Winter Shelter period between Dec and March of each year.

Identify any Agency Types not consulted and provide rationale for not consulting

All agency types required for consultation were included in the development of this Consolidated Plan.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Los Angeles Homeless Services Authority	The Continuum of Care works to alleviate the impact of homelessness in the community through the cooperation and collaboration of social service providers. This effort aligns with the Strategic Plan's goal to prevent and end homelessness.
City of Monterey Park General Plan Housing Element	City of Monterey Park	The Housing Element (2014-2022) serves as a policy guide to help the City plan for its existing and future housing needs. This effort aligns with the Strategic Plan's goal to assist in the creation and preservation of affordable housing for low income and special needs households.
LA Continuum of Care	Los Angeles Homeless Services Authority	The County is a Continuum of Care (CoC) applicant and conducts homeless counts, surveys of the homeless population, and strategic planning to end homelessness. Consistent with the goals of the CoC, the City's Strategic Plan in the Con Plan will provide support to nonprofits that meet the social services needs of LMI residents with a direct emphasis on assisting the homeless.
Los Angeles County	Department of Regional Planning (DRP)	DRP has developed a variety of planning studies and model ordinances that support: • Interim and Supportive Housing • Equity Indicators Tool • Second Dwelling Unit (Accessory Dwelling Unit) Pilot Program • Housing Initiatives that increase housing choice, affordability, and livability • Inclusionary housing ordinance.
Regional Housing Needs Assessment (RHNA)	Southern California Association of Governments (SCAG)	The RHNA is an assessment process performed periodically as part of housing element and General Plan updates at the local level. The RHNA quantities the need for housing by income group within each jurisdiction during specific planning periods. This effort aligns with the Strategic Plan's goal to assist in the creation and preservation of affordable housing for low income and special needs households

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Regional Transportation Plan	Southern California Association of Governments (SCAG)	Senate Bill (SB) 375, calls for this new Regional Transportation Plan (2012-2035) to include a Sustainable Communities Strategy that reduces greenhouse gas (GHG) emissions from passenger vehicles. SB 375 enhances the State's goals of Assembly Bill 32, the Global Warming Solutions Act of 2006. The RTP/SCS includes a strong commitment to reduce emissions from transportation sources, improve public health, increase use of public transportation, and enhance job opportunities and local economies. Its emphasis on transit and active transportation will allow our residents to lead a healthier, more active lifestyle. It will create jobs, ensure our region's economic competitiveness through strategic investments in our goods movement system, and improve the environment.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

City of Monterey Park departments and city commissions that may have an interest in the CDBG program were invited to participate in the Consolidated Plan process through meetings, interviews and/or Community Survey.

As a means of reducing the number of persons with incomes below the poverty line, the City also coordinated its efforts with those of other public and private organizations providing education, economic development and job training programs and social services in the Monterey Park area, including:

- Monterey Park Chamber of Commerce
- East Los Angeles Community College
- Public and private schools (elementary, middle, and high school)
- East San Gabriel Regional Occupational Program (ROP)
- Los Angeles County Workforce Investment Board (WIB)
- Los Angeles Economic Development Corporation
- Los Angeles Community Development Corporation
- Asian Youth Center
- Mexican American Opportunity Fund (MAOF)
- AltaMed
- San Gabriel Valley Council of Governments

Narrative (optional):

None.

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal setting

The Housing Division encourages and solicits the participation of its residents and other local agencies in the process of identifying housing and community development needs.

Summary of Citizen Participation

The Management Services Department developed the 2020-24 Consolidated Plan using substantial citizen participation and consultation. The process offered numerous opportunities for public input, comment, and review.

Community Meetings

The Housing Division conducted a community forum/public hearing to provide the public an overview of the process and components of a Consolidated Plan. A community workshop to discuss the housing and community development needs in Monterey Park was held on February 27, 2020 at the City Hall Community Room, and March 11, 2020 at the Langley Senior Center. In addition, a Focus Group meeting was held on March 18, 2020 in the City Hall Community Room.

A public hearing to receive comments on the draft 2020-2024 Consolidated Plan and the 2020-2021 Annual Action Plan will be held before the Monterey City Council on August 5, 2020.

Display advertisements and legal advertisements were published for the workshops, focus meeting, and public hearing.

Consolidated Plan Public Comment Period

The draft Five-Year Consolidated Plan (2020-2024) and draft Annual Action Plan (PY 2020-21), as required by HUD, will be available for public review from July 3, 2020 to August 4, 2020 (30-Day Public Review). During the public comment period, the draft documents are available for public inspection on the City's website.

In addition, public comment was encouraged at the public hearing. INSERT - No public comments were received.

A public notice was published in the local Monterey Park Progress on July 3, 2020 to notify the public of the public hearing as well as the 30-day public comment period from July 3, 2020 to August 4, 2020. Insert - No written comments were received.

Citizen Participation Outreach

Citizen Participation Outreach						
Sort Order	**Mode of Outreach**	**Target of Outreach**	**Summary of response/attendance**	**Summary of comments received**	**Summary of comments not accepted and reasons**	**URL (If applicable)**
1	Newspaper Ad	Citywide	Notices placed in local newspapers for Community Meetings held on February 26, 2020 and March 4, 2020. Focus Group meeting held March 11, 2020.	There were no comments	none	
2	Stakeholder Interviews	Citywide	Personal interviews with area social services, youth organizations, school district and community service agencies	Interview discussions were held.	See Stakeholder Summary	
4	Public Hearing	Citywide	To be held on August 5, 2020.	TBD	TBD	

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The purpose of this section is to determine the availability of various resources, such as affordable housing, homeless services, services for special needs populations (such as, people with disabilities and the elderly), and community development resources. Information regarding housing needs and an analysis of the housing market and housing problems, such as substandard housing, overcrowding, and housing cost burden will be reviewed in the Housing Needs Assessment section. In addition, the Disproportionately Greater Need section will analyze if there is a greater rate (10% or more) of housing problems for members of a racial or ethnic group at a given income level versus the rate of housing problems experienced by the income group as a whole. The Public Housing section will summarize the needs of public housing residents and has been prepared in cooperation with the Housing Authority of the County of Los Angeles. An examination of the nature and extent of unsheltered and sheltered homelessness within Monterey Park is provided in the Homeless Needs Assessment. Housing needs for persons who are not homeless, but require supportive housing, including the elderly and persons with disabilities will be described in the Non-Homeless Special Needs Assessment. Finally, the need for public facilities, infrastructure, public improvements, and other public services will be described in the Non-Housing Community Development Needs section.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

There is a need for affordable housing in Monterey Park. As defined by HUD, in the Comprehensive Housing Affordability Strategy (CHAS) housing problems include units with physical defects (lacking a complete kitchen or plumbing facilities); housing cost burden exceeding 30 percent of the household income (for renters, housing costs include rent paid by the tenant plus utilities and for owners, housing costs include mortgage payments, taxes, insurance, and utilities); severe housing cost burden (including utilities) of more than 50 percent of gross income; and overcrowding which is defined as more than one person per room, not including bathrooms, porches, foyers, halls, or half-rooms. According to the 2018 ACS Estimates Table S2502, there are 10,388 owner-occupied households and 9,504 renter households in the City of Monterey Park.

There are 61,085 people or 19,105 households in Monterey Park. Of these households, 7,375 households (or 38.6 percent) are considered "low- and very low-income" per HUD definitions. The most prevalent housing problem is housing affordability. 5,000 Renter Households (26.1 percent) and 2,180 Owner Households (11.4 percent) are paying more than 30 percent of Household Income to housing costs. Based on the data, when comparing housing affordability within the household subset of 10,555 LMI households, the cost burden affects a greater proportion of renter.

Table 8 below summarizes the number of households with more than one or more severe housing problems by income: severe overcrowding (1.51 persons or more per room); and housing cost burden greater than 50 percent of household income. This table illustrates the significance of income for the very extremely low-income households having "negative income" while conversely, the difference between Renter and Owner demographics, wherein the LMI Renter households account for 3,685 (19.2 percent) of having one or more of the four housing problems versus 1,604 (8.5 percent) of the LMI Owner households.

Tables 9 and 10 below, show households with housing cost burden greater than 30 percent (inclusive of those with cost burden of over 50 percent) by income and tenure and illustrate that 7,792 LMI Renter households (40.7 percent of all households) and 3,683 LMI Owner households (19.2 percent of all households) are experiencing housing affordability problems. A striking observation is found within the Elderly group where 65.6 percent of Elderly Renters versus 57 percent of Elderly Owner are in the 0-30 percent AMI category.

Based on Table 11, overcrowding is consistent across all LMI categories for Renter and Owner groups. When comparing overcrowding within each of the income groupings, overcrowding represented between 25-50 percent of renters and between 6-61 percent of owners within each income group and. However, Overcrowding is more prevalent within the Renter category: 1,497 Renter households (93.2 percent of all LMI households) and 217 Owner households (12.7 percent of all LMI). The extent of overcrowding in the City varies by income level and household type.

Demographics	Base Year: 2009	Most Recent Year: 2015	% Change
Population	60,269	61,085	1%
Households	19,825	19,105	-4%
Median Income	$52,209.00	$54,097.00	4%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2005-2009 ACS (Base Year), 2011-2015 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	4,355	3,020	3,180	1,690	6,860
Small Family Households	1,435	1,335	1,690	830	4,035
Large Family Households	390	465	464	359	785
Household contains at least one person 62-74 years of age	920	924	869	465	1,825
Household contains at least one person age 75 or older	1,334	700	600	280	1,050
Households with one or more children 6 years old or younger	598	388	425	243	484

Table 6 - Total Households Table

Data Source: 2011-2015 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	Jurisdiction as a whole	55	20	35	215	15	15	10	25	65
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	140	185	50	25	400	0	0	20	10	30
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	530	235	325	70	1,160	20	65	115	55	255
Housing cost burden greater than 50% of income (and none of the above problems)	1,455	530	45	15	2,045	670	340	370	69	1,449
Housing cost burden greater than 30% of income (and none of the above problems)	275	664	750	60	1,749	219	104	269	360	952
Zero/negative Income (and none of the above problems)	235	0	0	0	235	50	0	0	0	50

Table 7 – Housing Problems Table

Data Source: 2011-2015 CHAS

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen

or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	2,235	1,005	445	150	3,835	705	420	515	154	1,794
Having none of four housing problems	655	839	1,200	540	3,234	480	760	1,020	845	3,105
Household has negative income, but none of the other housing problems	235	0	0	0	235	50	0	0	0	50

Table 8 – Housing Problems 2

Data Source: 2011-2015 CHAS

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	964	904	575	2,443	270	183	400	853
Large Related	334	259	105	698	30	125	129	284
Elderly	850	285	160	1,295	518	200	190	908
Other	295	175	94	564	105	0	30	135
Total need by income	2,443	1,623	934	5,000	923	508	749	2,180

Table 9 – Cost Burden > 30%

Data Source: 2011-2015 CHAS

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	Year unit built	415	10	1,299	220	169	250	639
Large Related	330	19	0	349	30	115	45	190
Elderly	660	85	30	775	359	120	90	569
Other	285	80	4	369	95	0	10	105
Total need by income	2,149	599	44	2,792	704	404	395	1,503

Table 10 – Cost Burden > 50%

Data Source: 2011-2015 CHAS

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	615	300	285	100	1,300	4	15	99	55	173
Multiple, unrelated family households	75	109	90	8	282	10	54	35	10	109
Other, non-family households	0	8	15	0	23	0	0	0	0	0
Total need by income	690	417	390	108	1,605	14	69	134	65	282

Table 11 – Crowding Information – 1/2

Data Source: 2011-2015 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	615	300	285		4	15	99	

Table 12 – Crowding Information – 2/2

Data Source Comments:

The information gathered to create the above table was from a combination of Table 6 in this section which provided the total household number and the 2018 ACS Children Characteristics which provided the number of households with children under 18 years of age and also provided the housing tenure of households with children under 18 years of age.

Describe the number and type of single person households in need of housing assistance.

Single-parent households require special consideration and assistance because of their greater need for day care, health care, and other services. Female-head of households with children tend to have lower incomes, thus limiting housing availability for this group. According to Table S0901 2018 ACS 5-Year Estimates, 18.5 percent (or 1,861 households) of households in Monterey Park were female-head of households. Of these, 42.3 percent were female-head of family households with children.

Approximately 33.5 percent of female-head of households with children lived below the poverty level. Affordability needs of female-head of households can be addressed through rent subsidies, non-profit housing development, and shared equity/down payment assistance. Housing opportunities for female-head of households with children can be improved through policies that call for the provision of affordable childcare and for the location of family housing sites near recreational facilities and public transit.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

Disability is a physical or mental condition that affects the functioning of a person. Physical disabilities can hinder access to housing units of conventional design, as well as limit the ability to earn adequate income. The Census defines a disability as a long-lasting physical, mental, or emotional condition. This condition can make it difficult for a person to do activities such as walking, climbing stairs, dressing, bathing, learning, or remembering. This condition can also impede a person from being able to go outside the home alone or to work at a job or business.

Many Monterey Park residents have disabilities that prevent them from working, restrict their mobility, or make self-care difficult. According to the 2018 ACS 5-Year Estimates Table S1810, an estimated 6,290 Monterey Park residents had at least one type of disability, comprising about 10.4 percent of the City's population. This is close to the same proportion of disabled residents in Los Angeles County (9.9 percent). Among the disabled population, more than half have a vision, hearing, cognitive, ambulatory, self-care, and/or independent living difficulty. Although no current comparison of disability with income, household size, or race is available, a substantial portion of disabled persons can be expected to fall within the federal Section 8 income limits. Further, most of the lower-income disabled persons are likely to require housing assistance. Their housing need is further compounded by design and location requirements that are often costly to accommodate. Special needs of households with wheelchair-bound or semi-ambulatory individuals, for example, may require ramps, holding bars, special bathroom design, wider doorways, lower cabinets, and elevators.

Many developmentally disabled persons can live and work independently within a conventional housing environment. More severely disabled individuals require a group living environment where supervision is provided. The most severely affected individuals may require an institutional environment where medical attention and physical therapy are provided. Because developmental disabilities exist before adulthood, the first issue in supportive housing for the developmentally disabled is the transition from the person's living situation as a child to an appropriate level of independence as an adult.

The State Department of Developmental Services (DDS) currently provides community-based services to over 330,000 persons with developmental disabilities and their families through a statewide system of 21 regional centers, four developmental centers, and two community-based facilities. This is a 36% increase from the previous 5-year planning period. The San Gabriel/Pomona Regional Center is one of 21 regional centers in the State of California that provides point of entry to services for people with developmental disabilities. The center is a private, non-profit community agency that contracts with local businesses to offer a wide range of services to individuals with developmental disabilities and their families. In April 2020, the local Regional Center had a caseload of 11,433 active consumers of their services. In Monterey Park, 531 persons are reported as consumers of the services provided at the local Regional Center.

According to the ARC of United States (formerly known as the Association of Retarded Citizens), the nationally accepted percentage of the population that can be categorized as developmentally disabled is estimated to be 2.5 to 3 percent.

Most of the City's affordable housing units are reserved for seniors and disabled persons. Incorporating barrier-free design in all, new multifamily housing (as required by California and Federal Fair Housing laws) is especially important to provide the widest range of choices for disabled residents. Special consideration should also be given to the affordability of housing, as people with disabilities may be living on a fixed income.

What are the most common housing problems?

The most common housing problem in the City is Cost Burden. Numerically, a total of 7,180 households are experiencing financial difficulties with cost burdens greater than 30 percent of income. The housing cost burden was greater among renter-households (52.6 percent) than owner-households (21 percent).

The second most common housing problem is overcrowding. Numerically, a total of 1,887 households are experiencing overcrowding. Overcrowding was greater among renter-households (16.9 percent) than owner-households (2.7 percent).

The third most common housing problem is substandard housing lacking complete kitchen or bathroom facilities. Numerically, a total of 280 households are experiencing this problem. Substandard housing lacking complete kitchen or bathroom facilities was greater among renter-households (17.1 percent) than owner-households (2.9 percent).

Are any populations/household types more affected than others by these problems?

Overall, renters experienced housing problems to a greater extent than homeowners. Please refer to discussions above. This point is further illustrated in the table, which indicates that Small Households in Monterey Park were also more likely than other household types to experience a housing cost burden. Within the Small Households category, Renters (68.0 percent) were more than twice as likely to experience this issue than Owners (32.0 percent).

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

Household incomes in Monterey Park are a little lower than the median for Los Angeles County overall. Specifically, the 2018 ACS 5-year estimate Table S1901, the City's median household income was $57,265, compared to $64,251 for the County.

In 2020, HCD and HUD determined the AMI for Los Angeles County to be $77,300, which is significantly higher than the median household income in Monterey Park. The Comprehensive Housing Affordability Strategy (CHAS), special Census tabulations developed by HUD, provides a specific breakdown of household income adjusted for family size. According to the 2011-2015 CHAS (Table 6), nearly 22.8 percent of the City's total households were classified as extremely low-income (0-30 percent of the AMI), 15.8 percent were classified as low-income (31-50 percent of the AMI), and 16.6 percent were classified as moderate-income (51-80 percent of the AMI). Over half (55 percent) of the City's households had incomes below 80 percent of the median household income.

Single-parent households, particularly female-heads of families with children, often require special consideration and assistance because of their greater need for affordable housing and accessible day care, health care, and other supportive services. Female-heads of families with children are a particularly vulnerable group because they must balance the needs of their children with work responsibilities, often while earning limited incomes. As of 2018 ACS 5-year estimate Table DP02, single parents headed an estimated 24.6 percent of Monterey Park households; the large majority of which were headed by females (16.8 percent).

The City of Monterey Park was not a recipient of Homeless Prevention and Rapid Re-Housing (HPRP) funds.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

Extremely low-income households with a severe housing cost burden are more likely to lose their homes in the event of loss of employment or other unexpected expenses. With the recent economic recession and its slow recovery, unemployment and underemployment have been the primary reasons for families losing their homes.

Discussion

There is a need for more affordable housing in Monterey Park among all households (incomes up to 100 percent AMI). Housing problems in the City impact renter-households more significantly, affecting 3,835 renter-households (20.1 percent of all households) experiencing at least one housing problem (inadequate housing, overcrowding, cost burden of 50 percent, or cost burden of 30 percent), compared to 2,910 owner-households (9.4 percent of all households).

The quality of the City's housing stock, which includes age and the condition of the structure, could also present potential housing issues for low- and moderate-income households. Approximately 75 percent of housing in the City is over 30 years old (built before 1980) and potentially in need of rehabilitation. Many low- and moderate-income households in Monterey Park, particularly seniors and the disabled, may be unable to afford the needed repairs for their homes.

In addition to the housing needs discussed above, the City of Monterey Park also has several infrastructure needs. Several of the City's public facilities, streets and sidewalks need improvements, renovations, and accessibility related modifications. These projects are necessary to ensure that critical services and facilities within the City remain safe and accessible to all residents of the community and will be discussed later in the Consolidated Plan.

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

Per HUD definitions, a disproportionate need exists when any group has a housing need that is 10 percent or higher than the jurisdiction as a whole. This section presents the extent of housing problems and identifies populations that have a disproportionately greater need.

As defined by HUD, in the Comprehensive Housing Affordability Strategy (CHAS) housing problems include:

- Units with physical defects (lacking a complete kitchen or plumbing facilities);
- Housing cost burden exceeding 30 percent of the household income (for renters, housing costs include rent paid by the tenant plus utilities and for owners, housing costs include mortgage payments, taxes, insurance, and utilities);
- Severe housing cost burden (including utilities) of more than 50 percent of gross income; and
- Overcrowding which is defined as more than one person per room, not including bathrooms, porches, foyers, halls, or half-rooms.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,435	630	285
White	135	50	10
Black / African American	10	0	0
Asian	2,290	455	260
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	950	95	15

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,185	835	0
White	110	55	0
Black / African American	0	0	0
Asian	1,373	585	0
American Indian, Alaska Native	4	0	0
Pacific Islander	0	0	0
Hispanic	695	180	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,984	1,195	0
White	54	100	0
Black / African American	20	0	0
Asian	1,309	730	0
American Indian, Alaska Native	25	0	0
Pacific Islander	20	0	0
Hispanic	540	325	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	304	964	0
White	24	50	0
Black / African American	0	0	0
Asian	415	569	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	274	350	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Discussion

As depicted in the tables, there were a total of 10,549 low- and moderate-income households (up to 80 percent AMI) who experienced at least one or more housing problem (i.e. lacks complete kitchen, lacks complete plumbing, more than one person per room, and/or cost burden greater than 30 percent of income). Of this group, Asian households represented 66.4 percent of all the cases, Hispanic households at 26.5 percent followed by White households at 4.9 percent.

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

Per HUD definitions, a disproportionate need exists when any group has a housing need that is 10 percent or higher than the jurisdiction as a whole. A household is considered severely overcrowded when there are more than 1.5 persons per room and is severely cost burdened when paying more than 50 percent of its income toward housing costs, including utilities. This section analyses the extent of severe housing problems and identifies populations that have a disproportionately greater need.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,940	1,135	285
White	90	95	10
Black / African American	10	0	0
Asian	1,920	830	260
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	874	170	15

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,425	1,599	0
White	40	125	0
Black / African American	0	0	0
Asian	858	1,100	0
American Indian, Alaska Native	4	0	0
Pacific Islander	0	0	0
Hispanic	520	354	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	960	2,220	0
White	20	139	0
Black / African American	0	20	0
Asian	585	1,455	0
American Indian, Alaska Native	0	25	0
Pacific Islander	20	0	0
Hispanic	315	540	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	304	1,385	0
White	0	75	0
Black / African American	0	0	0
Asian	205	775	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	99	520	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

As depicted in the tables, there were a total of 10,549 low- and moderate-income households (up to 80 percent AMI) who experienced at least one or more severe housing problem. Of this group, Asian households represented 66.46 percent of all the cases, Hispanic households at 12.3 percent followed by White households at 2.6 percent.

However, when analyzing within each racial/ethnic group among all households (incomes up to 100 percent AMI), the CHAS data indicates that Asian and Hispanic were the most likely to experience severe housing problems, at 46.6 percent and 41.5 percent, respectively. The proportion of White households experiencing severe housing problems is 34.0 percent.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

Homeowner and renters in the City are more likely to be severely cost burdened paying more than 50 percent of their household income on housing costs. Hispanic and Asian families are the two largest ethnic groups having both housing cost burden and disproportionate need issues.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	10,339	4,014	4,424	320
White	800	194	140	10
Black / African American	45	20	10	0
Asian	6,675	2,675	2,840	295
American Indian, Alaska Native	74	25	4	0
Pacific Islander	45	20	0	0
Hispanic	2,475	1,064	1,375	15

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2011-2015 CHAS

Discussion:

Overall, 61.6 percent of Monterey Park households had a housing cost burden (spent more than 30 percent of gross household income on housing). About 26.8 percent experienced some housing cost burden (30-50 percent AMI) and 34.8 percent of households experienced a severe housing cost burden (spent more than 50 percent of gross household income on housing).

Asian households were the most likely to experience a housing cost burden (44.1 percent); Hispanic and White households were the other most prevalent racial/ethnic groups at 18.6 percent and 4.1 percent, respectively.

Many residents—due to high housing costs, economic hardships, or physical limitations— live on the brink of homelessness. Experts estimate that two to three families are on the verge of homelessness for every family in a shelter. The "at-risk" population is comprised of families and individuals living in poverty who, upon loss of employment or other emergency requiring financial reserves, would lose their housing and become homeless. These families are generally experiencing a housing cost burden, paying more than 30 percent of their income for housing. According to the 2005- 2009 CHAS data, about 76 percent of the City's extremely low- income households and 70 percent of the City's very low-income

households were paying more than 30 percent of their income on housing. These households are considered most vulnerable and at risk of becoming homeless.

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

As shown in the previous tables, although not disproportionate by HUD's standards, higher percentages of Asian and Hispanic households tend to experience severe housing cost burden due to their lower than average incomes.

If they have needs not identified above, what are those needs?

All races and ethnicities in the City experience cost burden or other housing problems, particularly Asian and Hispanic ethnicities. Other housing problems include difficulty affording or obtaining a mortgage, racial discrimination when searching for scarce rental housing, and a continued presence or existence of high concentrations of both minorities and low-income households and individuals which could translate into future discriminatory practices. Community engagement initiatives detailed several solutions for housing problems that could include create additional opportunities for short-term living spaces and or transitional housing for those at-risk of homelessness, provide land use policies that support short-term and or transitional housing, and create a heightened awareness of homeless issues and housing needs with the City's landlords.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

Monterey Park is comprised of approximately 66.9 percent Asian, 26.9 percent Hispanic, 19.4 percent White and less than 0.5 percent Black and 0.5 percent Pacific Islander. As shown on Map 2, Asian households are concentrated in the northern two-thirds of the City, while Hispanic populations are found in greater percentages typically within the southern third of the City. Maps 1 through 6, attached, illustrate minority population concentrations in the City.

NA-35 Public Housing – 91.205(b)

Introduction

There are no public housing units in the City. The Los Angeles County Development Authority (LACDA) provides rental unit assistance to City residents through the Federal Section 8 Voucher program. The primary objective of this program is to assist low-income (0-50 percent of Median Income) individuals and households in making rents affordable. The following tables are based on the number of public housing and Section 8 Housing Choice Vouchers (HCV) offered by LACDA in their unincorporated areas and the cities in Los Angeles County that do not have their own Housing Authority. There is a total of 21,087 Vouchers provided to County residents of which 1,138 are assigned to the elderly, 184 to homeless individuals, and 534 to disabled individuals. Specifically, Monterey Park annually receives approximately 432 housing vouchers. The largest percentage of Voucher recipients, outside of Whites, is African American individuals.

Totals in Use

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	253	2,883	21,087	47	20,550	268	163	59

Table 22 - Public Housing by Program Type

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Data Source: PIC (PIH Information Center)

Characteristics of Residents

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	14,341	13,522	14,839	15,746	14,816	14,829	17,842
Average length of stay	0	6	8	8	0	8	0	6
Average Household size	0	3	2	2	2	2	1	4
# Homeless at admission	0	0	0	184	0	42	142	0
# of Elderly Program Participants (>62)	0	48	1,138	6,753	15	6,670	38	2
# of Disabled Families	0	40	534	4,416	17	4,269	83	16
# of Families requesting accessibility features	0	253	2,883	21,087	47	20,550	268	163
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	148	1,710	10,344	33	10,071	80	120	40
Black/African American	0	60	1,035	8,432	12	8,188	179	38	15
Asian	0	8	120	2,181	1	2,173	3	1	3
American Indian/Alaska Native	0	0	11	76	1	67	6	2	0
Pacific Islander	0	37	7	54	0	51	0	2	1
Other	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	124	1,121	7,293	11	7,122	40	105	15
Not Hispanic	0	129	1,762	13,794	36	13,428	228	58	44
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

The City does not have a Housing Authority. LACDA serves the City and provides Section 8 assistance to the residents.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

According to HUD data, the LACDA and service providers should place higher priority on increasing earning capacity and greater housing affordability for African American and Hispanic populations. However, program participants continue to lack adequate access to employment opportunities that will enable them to achieve higher incomes and affordable childcare. Enhancing economic opportunities within the area is a critical need of public housing and Section 8 HCV program participants.

How do these needs compare to the housing needs of the population at large

The City is almost completely built out, and opportunities for larger-scale housing developments are limited. Considering these conditions and trends, the City is focused on providing a diversity of housing options by:

- Encouraging infill development and recycling of underutilized land.
- Encouraging housing production through mixed-use development.
- Expanding homeownership.
- Maintaining and upgrading the existing housing stock.

Monthly rental rates in the City are steadily increasing for one, two, and three-bedroom apartments however rates for four-bedroom units have dramatically increased 25 percent over the last two years. For a family of four in the City who make less than 30 percent of the median household income, an affordable rent is $782 per month. The median gross rent in the City is currently $1,233 per month. The gap of affordability is roughly $450 for extremely low-income households.

Discussion

Over the next five years, LACDA will continue to provide rental assistance to City residents through the Federal Section 8 Housing Choice Voucher program.

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

Homelessness can be defined as the absence of a safe, decent, and stable place to live. A person who has no such place to live stays wherever he or she can find space—an emergency shelter, an abandoned building, a car, an alley, or other place not meant for human habitation. As with most communities, the extent of homelessness in the City of Monterey Park is not always readily apparent. The long term "chronically" homeless that are seen every day on the streets are only a small portion of a much larger population of homeless. The rest are families and individuals who find themselves without a place to live for a period of time. According to LAHSA, the homeless population is a diverse mix of young and old, families with children, couples, and single people. The City is committed to assisting all homeless persons. Because there are no shelters in the City, the homeless population live in unsheltered places, according to LAHSA.

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	0	0	0	0	0	0
Persons in Households with Only Children	0	0	0	0	0	0
Persons in Households with Only Adults	0	0	0	0	0	0
Chronically Homeless Individuals	0	0	0	0	0	0
Chronically Homeless Families	0	0	0	0	0	0
Veterans	0	0	0	0	0	0
Unaccompanied Child	0	0	0	0	0	0
Persons with HIV	0	0	0	0	0	0

Table 26 - Homeless Needs Assessment

Data Source Comments:

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

Due to the lack of information from the Census, the information concerning the nature and extent of homelessness in the City comes from an analysis of secondary research sources (such as Federal, State, and local agencies; national non-profit organizations; etc.).

While it is difficult to pinpoint the exact number of homeless persons, Point-In-Time surveys (PIT survey) place the number at 80. Within the City, factors such as increasing housing costs, rising unemployment rates, and low wages conspire to keep homelessness a problem in the San Gabriel Valley. Putting an end to homelessness depends on the circumstances faced by an individual or family. Some individuals have long-term needs that require a permanent housing subsidy and supportive services, while others are homeless for a short period due to an emergency circumstance and may only require shorter-term interventions.

For persons who are chronically homeless, ending their homelessness requires the development of more permanent supportive housing units. This type of care ensures that people are not cycling in and out of costly emergency services such as shelters, jails, and emergency rooms that produce little or poor results in ending homelessness. For persons who are homeless for short periods of time, housing stability is best achieved through a combination of activities including rental subsidies, transitional housing, the production of more affordable housing units for persons earning 0-30 percent HUD Area Median Family Income (HAMFI), and programs that offer continuing education and career development for advancement.

This Con Plan calls for continued examination of data and characteristics to more fully understand the extent of homelessness in the City. Based on available funds, number of inquiries for services, and number of homeless people in need of service, the City partners with social service agencies for needed homeless services. These services are provided to help families avoid becoming homeless, assist agencies in reaching out to homeless persons and assess the individual needs of the homeless person. In addition, the agencies address housing needs of homeless persons, and assist homeless persons to make the transition to permanent housing and independent living.

Nature and Extent of Homelessness: (Optional)

The PIT survey of homeless individuals in the City indicates that the homeless population is primarily male adults (25–54 years old) of Hispanic ethnicity, followed by White individuals. While the population of males is the highest, a significant number (35.2 percent) of those counted are female. The PIT survey also indicated that none of the homeless persons accounted for were sheltered.

City of Monterey Park 2019 PIT Count Survey			
		Number	Percent
Gender			
	Male	51	63.9%
	Female	28	35.2%
	Transgender	1	0.7%
	Gender Non-conforming	0	0.0%
Race/Ethnicity			
	Hispanic/Latino	37	45.9%
	Black/African American	17	21.5%
	White	22	27.6%
	American Indian/Alaskan Native	2	2.3%
	Asian	1	0.9%
	Native Hawaiian/Other Pacific Islander	0	0.3%
	Multi-Racial/Other	1	1.5%
Age			
	Under 18	6	8.1%
	18-24	3	4.1%
	25-54	51	63.7%
	55-61	14	17.3%
	62+	5	6.7%

Table 27— Point in Time Count

Source: LAHSA Continuum of Care 2019 Greater Los Angeles Homeless Count

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

PIT surveys conducted by LAHSA indicate that of the total homeless populations, 8.1% percent of those are children under 18 years old. There is no data regarding the number of veterans and their families. Unfortunately, the US Census Bureau does not produce counts of the population experiencing homelessness.

Though the exact number of homeless at any given time is not clear, the City has prepared its staff to refer inquiries to the Management Services Department, Housing Services Division, who will respond to the homeless in a positive way to ensure that their needs are met. The City's Housing Services Division staff will refer those experiencing homelessness to an agency or provider to meet their immediate needs.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Due to the lack of information from the Census, the information concerning the nature and extent of homelessness in the City comes from an analysis of secondary research sources (such as Federal, State, and local agencies; national non-profit organizations; etc.) and data collected at one Point-In-Time (PIT) count. The PIT reveals that the largest ethnic group experiencing homelessness is Hispanic (45.9%) followed by White (27.6%) and Black/African American (21.5%) individuals.

Homelessness in the City is largely driven by the extremely low incomes of adults, combined with disconnectedness to appropriate systems of support (e.g. ranging from family and friend support to professional support that promote physical and behavioral health). On a per capita basis, the rate of homelessness in the City is low compared to other cities of the same size. This is attributed to the willingness of family to double up or provide temporary residence to those who fall on hard times.

While homelessness exists in the City, it is most often visible along the highways and under freeways. Operation Healthy Hearts, a nonprofit organization dedicated to helping homeless residents of the San Gabriel Valley, partnered with the Los Angeles Sheriff's Homeless Outreach Services Team to clean up the homeless encampment near River Avenue in the City and the nearby stretches of the riverbed. The Los Angeles County Department of Public Health provides volunteers free Hepatitis A vaccinations in light of the outbreak reported across Southern California in September 2017. The City's Management Services Department, Housing Services Division responds to calls and concerns over homeless in a positive way to ensure that their needs are met.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

The PIT (Point-In-Time) survey revealed that none of the homeless individuals were sheltered. Currently, the City of Monterey Park does not provide supportive services to the homeless through formal programs. However, the City does refer homeless individuals and families to the following shelters for temporary transitional housing and or support services:

- Catholic Rainbow Outreach—drug recovery program (Men)
- Operation Healthy Hearts—provides hot meals, take-out food, clothing, rides to mobile showers, hygiene kits and more to homeless people in the City and in South El Monte area.
- Family Promise of San Gabriel Valley—emergency shelter (Families)
- Anne Douglas Center for Women, Los Angeles Women Mission—transitional housing
- Salvation Army/Bell Shelter—drug recovery programs and halfway house (Men & Women)
- Salvation Army Hospitality House—emergency shelter (Homeless Victims)
- Salvation Army Transitional Living Center—transitional & full services (Women & Children of Domestic Violence)
- The San Gabriel Pomona Valley Chapter of the American Red Cross—emergency shelter Homeless Victims of Disaster)
- YWCA (Wings)—transitional & full services (Women & Children of Domestic Violence)

In addition, the following support services are available to City residents through the following agencies and service providers:

- 211 LA County—referral service
- Down Payment Assistance Program—purchase of first home
- Fair Housing Services—landlord/tenant information and assistance
- Los Angeles Homeless Service Authority (LAHSA)—referral service
- People for People—food and clothing
- Senior Nutrition Program—nutritious meals
- Southern California Housing Rights Center—fair housing and tenant services

If an individual or family is unable to be assisted immediately by one of the previously mentioned organizations, they are referred to the Information Line organization (211 LA County) in order to be able to access either the Los Angeles County Voucher Program or other non-local shelters.

Discussion:

The PIT survey, conducted on January 22, 2019, counted 80 unsheltered homeless individuals, significantly higher than in 2016 where the number of unsheltered homeless was 9 individuals.

Based on all the counts conducted within the City, unsheltered homelessness within the City has remained low relative to the overall population but has increased nearly threefold with all the individuals found in unsheltered situations.

In response to homelessness, the City refers inquiries to the Management Services Department, Housing Services Division, who responds to homeless calls in a positive way to ensure that their needs are met. The City's Housing Services Division has provided its staff with instructions to direct the needy and homeless to appropriate agencies or providers. On average, there are five or less requests for assistance per year.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

Note: Monterey Park does not receive HOPWA funds.

Describe the characteristics of special needs populations in your community:

Persons age 65 and over account for 16.1 percent of the total population and represents an increase in the total percent (+ 2.4 percent) of persons in this age group since the 2010 Census. Rising concerns about the cost of Social Security, Medicaid, Medicare, and other federal entitlement programs threaten housing stability and appropriate in-home health care for the elderly and frail elderly. The need to forge public private partnerships to deliver services and housing to the elderly has become increasingly important. This is due to a few issues including the growth in the elderly population, the shrinking supply of affordable housing, and the continued departure from institutionalization and toward community-based care.

Persons with Disabilities

According to the 2013–2017 American Community Survey five-year estimates, a total of 10,171 of community residents in the City reported being limited in some activity due to a physical impairment or health problem. The most common problems reported were limited activity due to ambulatory issues, followed by difficulty living alone. Persons with mobility limitations and those with self-care needs represent the largest percentage of disabled persons in need of supportive and accessible housing in the City. Persons with a mobility limitation require housing units with special features such as wider doorways, ramps, elevators for multiple story units, modified cabinets, plumbing, and lighting as well as close proximity to public transportation. Persons with a self-care limitation require supportive housing services to assist with bathing, food preparation, and household maintenance.

Large Families

Large families (that is, those having five or more members) also represent a special housing need because they require larger units than the market normally provides and because larger units generally cost more. The number of large family households has decreased slightly between 2000 and 2010 but is still relatively high with 30 percent of the total in the City. Thus, large families can be caught in a bind because the units they can afford are too small to provide adequate space.

Elderly		
Age	**2010**	**2017**
65–74	6.90%	8.40%
75–84	4.70%	4.80%

85 and older	2.10%	2.90%
Total %	**13.70%**	**16.10%**

Table 28- Percentage of Elderly

Source: 2010; 2013-2017 ACS 5-Year Estimate

Disability by Type				
	City of Monterey Park (CDBG, HOME)		(Los Angeles-Long Beach Anaheim, CA) Region	
Disability Type	**#**	**%**	**#**	**%**
Hearing difficulty	1,197	2.34%	303,390	2.52%
Vision difficulty	905	1.77%	227,927	1.90%
Cognitive difficulty	1,675	3.27%	445,175	3.70%
Ambulatory difficulty	2,548	4.98%	641,347	5.34%
Self-care difficulty	1,535	3.00%	312,961	2.60%
Independent living difficulty	2,312	4.52%	496,105	4.13%
Totals	**10,172**		**2,426,105**	

Table 29 – Disability by Type

Source: 2013-2017 ACS 5-Year Estimate www.hudexchange.info/resource/4848/affh-data-documentation
Note: All % represent a share of the total population within a jurisdiction or region

Large Households in 2000 and 2010				
	2000		2010	
	Number	**%**	**Number**	**%**
5 persons households	1,923	13.8%	1,869	13.1%
6 persons households	1,234	8.9%	1,122	7.9%
7 or more persons households	1,365	9.8%	1,322	9.3%
Total %		**32.5%**		**30.3%**

Table 30—Large Households
Source: 2000 and 2010 Census

What are the housing and supportive service needs of these populations and how are these needs determined?

The County manages a total of 44,504 shelter, permanent supportive and/or rapid rehousing beds. Service Planning Area (SPA) 3 operates, through different agencies, 4,691 beds most of which are within permanent supporting housing units. Permanent Supportive Housing and Other Permanent Housing includes Tenant-Based Projects, in which the Housing Authority (LACDA) provides vouchers to individuals or families directly.

Within Monterey Park, there are seven group homes offering services to 42 residents with disabilities. They are:

- CLIMB, Inc. ARF3, 315 S. Russell Avenue, providing services up to four adult residents
- VRAM Adult Family Home, 2327 Hillview Avenue, providing services for up to four adult residents
- Pacific Bridge Adult Residential Facility, 500 S. McPherrin Avenue providing services up to six adult residents
- Monterey Park Home, 1539 Feliz Street, providing services for up to six adult residents
- Midomar Homes II, 940 Brightwood Street, providing services for up to six adult residents
- Midomar Homes III, 2032 Graylock Avenue, providing services for up to four adult residents
- John and Mary Duce Center, 523 N. Chandler Avenue, providing services for up to six adult residents
- Eddie's Place, 630 N. Nicholson Avenue, providing services for up to six adult residents

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

Information on City residents diagnosed with HIV/AIDS is difficult to identify. Most agencies do not break the information down by cities, but by Service Planning Areas.

Discussion:

See discussion in this section.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

The City of Monterey Park has a range of public facility needs. The Community Needs Assessment collaborated the staff's realization for the need to improve public parks and community facilities. The public facilities are aged and in need of repair and maintenance. For example, Langley Senior Center was built in 1980 and is heavily used by the senior population seven days a week. The City is currently researching options to expand the physical size of the center to accommodate additional senior services.

The City's public facility priorities are to construct, expand or rehabilitate public facilities for the primary benefit of low-income persons. CDBG public facility projects that meet CDBG eligibility requirements align with the goals of the Consolidated Plan and address a CDBG National Objective will be considered for funding in the Annual Action Plans.

In consultation with stakeholders, there is a need to improve public facilities used by low- and moderate-income residents and residents with special needs. Such projects may include the construction of new facilities, rehabilitation of existing facilities or expansion of existing facilities to better meet the needs of Monterey Park residents. Such facilities include, but are not limited to senior centers, childcare centers, youth centers, parks, community centers, and further health care facilities in response to COVID-19.

How were these needs determined?

Feedback was gathered from the community needs meetings, and community forums, where residents and stakeholders were given opportunities to provide input on community needs as well as from staff assessments. Please see Appendix A: Community Outreach List for more detail.

Describe the jurisdiction's need for Public Improvements:

The City of Monterey Park has a range of public improvement or infrastructure needs. The following highlight key projects that the City may consider over the next five years. Due to the limited CDBG budget that is available for potential uses other than that needed for prior debt repayment, administration and fair housing and the relatively high cost of public infrastructure construction, Monterey Park will consider funding sources from a diversity of areas for the future development of Public Improvements. Monterey Park diligently monitors the condition of public improvements and has a proactive property maintenance program to extend the useful life of community investments. There is high need for additional public improvement maintenance such as drainage, water/sewer, sidewalks, curb ramps, streetlights, and alley improvements.

How were these needs determined?

The needs identified for public infrastructure improvements in the City were determined in consultation with the City of Monterey Park staff as well as interviews with service providers.

Describe the jurisdiction's need for Public Services:

Public service activities are consistently ranked as a high priority by residents. Pursuant to CDBG regulations, only 15 percent of the City's annual grant allocation (plus 15 percent of prior year program income) can be used for public service-type activities. The City proposes to focus funds on lower-income households to establish, improve, and expand existing public services, such as: senior activities, youth activities, childcare activities, and economic development programs.

The City partners with local non-profit agencies and the regional Continuum of Care to provide homeless services to the area. The City is cognizant of the importance of the provision of homeless services and will support programs that contribute to the regional Continuum of Care's framework of service.

How were these needs determined?

Public service needs are based on the City's desire to ensure that high quality services are provided to residents to maintain a high quality of life and to promote the well-being of all Monterey Park residents—particularly low- and moderate-income residents. As a result of the citizen participation and consultation process and in consideration of the local nonprofits and City Departments offering services, the City considers public services benefitting low- and moderate-income residents a high priority in the Consolidated Plan.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The City's housing market is very strong and high cost, both for rental housing and for ownership housing. Home sales prices have largely recovered from the 2009 Great Recession. The median home sales price has increased to $635,000. Rents have reached a median rent of $1,597, however current online research for housing sales and rent values indicate a three percent increase from those figures. While this is a positive for homeowners and the housing industry, this is potentially negative for low-income renters and prospective homebuyers.

The tables in the next few pages provide additional data mostly provided by HUD from the American Community Survey on the cost and other characteristics of the City's housing stock.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

Monterey Park is a built-out city and as expected, has seen only a very modest growth in its housing stock in the past two decades. In fact, the 2000 Census reported 20,209 housing units in Monterey Park, representing a decrease of approximately 0.4 percent since 1990 (20,298 housing units). The decrease in housing units in Monterey Park between 1990 and 2000 does not correlate with Los Angeles County's change in total housing units, which increased approximately 4.8 percent between 1990 and 2000. However, in 2010 Census figures show a total of 20,850 housing units in Monterey Park, which indicates a 3.2 percent increase since 2000 in contrast to Los Angeles County housing stock, which increased by 5.3 percent over the same time period. According to the Census, both population and housing declined between 1990 and 2000 but in the following decade of 2000-2010, both population and housing units increased, with housing unit growth increasing more than population growth. This may contribute to a lower average household size, as well as loosening market for rental and ownership homes.

Monterey Park is on the verge of a significant building boom, starting with the North Atlantic Times Square mixed-use project, which opened in 2010. This urban infill project added 210 for-sale residential condominium units. The City has since approved two other residential projects that will add another 189 residential for-sale units- Olson Company's 80 detached residential units on at 2015 Potrero Grande Drive and Monterey Park Towne Centre, a mixed-use urban infill project, providing 109 condominium units and 97,567 square feet of retail.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	11,790	57%
1-unit, attached structure	2,475	12%
2-4 units	1,510	7%
5-19 units	2,635	13%
20 or more units	2,270	11%
Mobile Home, boat, RV, van, etc	20	0%
Total	***20,700***	***100%***

Table 27 – Residential Properties by Unit Number

Data Source: 2011-2015 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	60	1%	235	3%
1 bedroom	270	3%	2,185	24%
2 bedrooms	1,525	15%	4,280	47%
3 or more bedrooms	8,080	81%	2,459	27%
Total	***9,935***	***100%***	***9,159***	***101%***

Table 28 – Unit Size by Tenure

Data Source: 2011-2015 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

The City of Monterey Park has assisted financially several residential projects. The City works with LACDA to provide rental assistance to City residents through the Federal Section 8 Voucher program. The primary objective of this program is to assist low-income (0 to 50 percent of MFI) persons and households in making rents affordable. Currently, there is a lengthy waiting list for the Section 8 Program with an average 7 to 10 years wait, if not longer. Each applicant is selected from the waiting list in sequence, based upon date of preliminary application and voucher availability.

The City has also provided housing rehabilitation and homebuyer assistance to low- to moderate-income homeowners since the inception of the CDBG and HOME programs.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

Although there are no public housing projects in Monterey Park, several multiple-family housing projects participate in various government assistance programs. Within the next eight years (2020-2028), two assisted projects - Golden Age Village and Lions Manor- providing a total of 245 affordable units, have expiring affordability covenants and could be at risk of converting to market rate.

With most rental rates in Monterey Park being lower than the fair market rents as determined by HUD, the risk of converting is lower because there is less incentive for owners to convert the units to market rate to increase profits. Both Golden Age Village and Lions Manor are owned and operated by non-profit companies; as such, the likelihood of conversion is even further lessened. The City will continue to monitor the status of these at-risk units. Should a Notice of Intent to opt out of the Section 8 program be filed, the City will ensure that tenants are properly notified of their rights under California law.

Despite the unlikelihood of conversion to market rate, the affordable housing units at Lions Manor and Golden Age Village are potentially at risk of converting to market-rate and were analyzed in the recent Monterey Park Housing Element (2014-2021). There are alternatives to preserving at-risk units such as those at Lions Manor and Golden Age Village, with adequate funding availability. Options include:

- Transfer of ownership to another nonprofit developer or housing organization
- Provide rental assistance to renters through other funding sources
- Purchase affordability covenants
- Refinance with mortgage revenue bonds

Alternatively, units that are converted to market rate may be replaced with new assisted multi-family units with specified affordability covenants.

If the current nonprofit organizations managing the units at-risk are no longer able to maintain the project, transferring ownership of the affordable units to another nonprofit housing organization is a viable way to preserve affordable housing for the long term. The feasibility of this option depends on the willingness of the owner to sell, availability of funding sources to buy the property, and the existence of a nonprofit organization with sufficient administrative capacity to manage the property.

The City will track the at-risk status of Lions Manor and Golden Age Village annually. If either of the properties indicates plans to convert to market rate, the City will contact qualified organizations to explore transfer of ownership options. Most assisted rental housing units in Monterey Park are already operated by nonprofit organizations; as such, no changes in ownership in the near future are anticipated.

Does the availability of housing units meet the needs of the population?

Despite the data available from the American Community Survey and other sources, the ever-changing needs, wants, and circumstances of individuals constituting the family unit makes it impractical to prescribe a formula to determine the exact number of households in need of assistance. Some may need a rental subsidy while others need a larger unit. Unmet needs for the purpose of this assessment were estimated by calculating the number of households that spend more than 30 percent of their gross monthly income on housing expenses. These households are termed cost burdened. It is important to note that the City does not intend to help only households experiencing a cost burden.

Describe the need for specific types of housing:

INSERT

Discussion

The population in Monterey Park continues to grow. There is additional growth expected over the next five years. The City continues to seek out any available funding to provide affordable housing to all populations and a variety of income levels.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

Housing affordability is an important factor for evaluating the housing market, as well as quality of life, as many housing problems are related to the cost of housing. HUD standards measure affordability by the number of households paying no more than 30 percent of their gross income toward housing costs, including expenses for utilities.

The cost of housing in a community is quite often correlated to several other housing problems. High housing costs can price low-income families out of the market, cause extreme cost burdens, or force household into overcrowded or substandard conditions.

The following tables in MA-15 show the cost of housing including rent, home value, and income as it relates to housing affordability. There is a shortage of housing at all income levels in the City. Fair Market Rents are high for the area and current HUD HOME rental limits do not meet the fair market value. As the number of bedrooms in a unit increases, affordability becomes harder to achieve for larger households. The median home cost provided by HUD seems to be lower than today's actual median home price.

Cost of Housing

	Base Year: 2009	Most Recent Year: 2015	% Change
Median Home Value	488,300	501,300	3%
Median Contract Rent	978	1,153	18%

Table 29 – Cost of Housing

Data Source: 2005-2009 ACS (Base Year), 2011-2015 ACS (Most Recent Year)

Rent Paid	Number	%
Less than $500	1,042	11.4%
$500-999	2,234	24.4%
$1,000-1,499	4,220	46.0%
$1,500-1,999	1,340	14.6%
$2,000 or more	315	3.4%
Total	***9,151***	***99.8%***

Table 30 - Rent Paid

Data Source: 2011-2015 ACS

Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% HAMFI	795	No Data
50% HAMFI	1,644	99
80% HAMFI	6,014	286
100% HAMFI	No Data	694

% Units affordable to Households earning	Renter	Owner
Total	***8,453***	***1,079***

Table 31 – Housing Affordability

Data Source: 2011-2015 CHAS

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	1,158	1,384	1,791	2,401	2,641
High HOME Rent	1,158	1,253	1,506	1,730	1,911
Low HOME Rent	913	979	1,175	1,357	1,515

Table 32 – Monthly Rent

Data Source: HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

There is a shortage of housing at all income levels in the City. The current tight homeownership market has put further pressure on the rental market. Despite historically low mortgage interest rates, many households who would normally be seeking to buy are unable to do so due to the low number of available homes and strict lending standards. Because most renters cannot afford housing costs, they remain in the rental market, despite experiencing increasing local rent costs. The homeless population is also in need of permanent affordable housing.

How is affordability of housing likely to change considering changes to home values and/or rents?

Given the City's growing population and desirability as a place to live, the high cost of new construction and the drastic reduction in the amount of funding available for subsidized housing development, it is expected that housing affordability will remain a concern over the next five years.

Neighborhood revitalization through rehabilitation or replacement of existing, lower value housing stock is a significant political and administrative priority in the City and an emphasis in this Con Plan. This is resulting in a focused effort in terms of funding, human resources, and working with market-rate development proposals. In the mid- to long-term and within the next five years, this will result in an increase in home values and a decrease in the availability of affordable rental housing. Home costs provided in Table 33 show a median home price of $501,300 (2015 ACS data), however, the median home price listed on BestPlaces.com is $635,000. This is verified by looking at HdL Data.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

Fair Market Rents are fairly high for the area and HOME rent limits do not meet the fair market value as the number of bedrooms increase, making affordability harder to achieve for larger households. Overall, this mismatch shows that affordability will continue to be a priority for the area.

Discussion

See above.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

Substandard housing is defined as structurally unsound, violates the City's building codes, overcrowded, has incomplete plumbing, or does not meet the Section 8 Existing Housing Quality Standards.

Substandard housing which is suitable for rehabilitation is defined as housing which, in its current condition, has deficiencies ranging from minor violations of the City building codes to major health and/or safety violations. Nevertheless, substandard housing, can be economically remedied where the necessary hard cost of the rehabilitation work does not exceed 75 percent of the replacement value of the property. Where rehabilitation exceeds 75 percent of the replacement costs, demolition would be considered. All potential rehabilitation projects are reviewed on a case by case basis and assess both the condition of the property and the owner's own ability to finance the repairs. The City does not fund the rehabilitation of investment rental properties.

Condition of Housing

The data on condition of units is limited to four housing conditions: 1) lacks complete kitchen facilities, 2) lacks complete plumbing facilities, 3) more than one person per room, and 4) cost burden greater than 30 percent.

Age of Housing and Lead-Based Paint Hazards

Many of the City's housing units are likely to contain lead paint and/or need other repairs due to the age of the structure. About eighty percent of the City's housing stock was built before 1980, which means they are at potential risk for lead-based paint hazards (lead-based paint was banned in 1978). Furthermore, 8 percent of the pre-1980 owner-occupied housing and 3 percent of the pre-1980 renter-occupied housing units have children present.

Vacant and Abandoned Housing

The overall vacancy rate for the City's housing units has decreased since 2010 from 4.9 percent to 3.1 percent. The vacancy rate for rental properties is even lower (2.0 percent). Stakeholders in the community and area agencies stated there is a shortage of available housing units affordable to LMI households.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	3,405	34%	4,505	49%
With two selected Conditions	250	3%	1,265	14%
With three selected Conditions	0	0%	50	1%
With four selected Conditions	10	0%	0	0%
No selected Conditions	6,270	63%	3,345	37%
Total	***9,935***	***100%***	***9,165***	***101%***

Table 33 - Condition of Units

Data Source: 2011-2015 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	385	4%	410	4%
1980-1999	1,309	13%	1,814	20%
1950-1979	6,069	61%	5,165	56%
Before 1950	2,185	22%	1,764	19%
Total	***9,948***	***100%***	***9,153***	***99%***

Table 34 – Year Unit Built

Data Source: 2011-2015 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	8,254	83%	6,929	76%
Housing Units build before 1980 with children present	536	5%	267	3%

Table 35 – Risk of Lead-Based Paint

Data Source: 2011-2015 ACS (Total Units) 2011-2015 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units			
Abandoned Vacant Units			
REO Properties			
Abandoned REO Properties			

Table 36 - Vacant Units

Data Source: 2005-2009 CHAS

Need for Owner and Rental Rehabilitation

Roughly 76 percent of the City's housing stock was built before 1980 (11,795 units) and many of these units are now in need of significant repairs or updating. Many of the City's owner-occupied housing units are occupied by lower income or retired seniors who cannot afford to make needed repairs or who need to make accessibility improvements to enable them to stay in their homes. With rents increasing, owners of most investor-owned rental housing can obtain private financing to make the needed repairs without financial assistance. For older investor-owned rental housing in lower rent neighborhoods, additional financial assistance may be needed.

Homes built prior to 1950 - 33 percent are owner-occupied units and 31 percent are renter–occupied.

Homes built between 1950 and 1979 - 46 percent are owner-occupied units and 50 percent are renter-occupied.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

The use of lead-based paint in housing was banned in 1978. For the purposes of this Consolidated Plan, the number of units built before 1980 occupied by children serves as a default baseline of units that contain lead-based paint hazards.

Monterey Park has a total of 15,597 residential units built before 1980. Of these units, approximately 645 residential units are occupied by households with children: 305 renter-occupied units and 340 owner-occupied units. Children six years of age and younger have the highest risk of lead poisoning as they are more likely to place their hands and other objects into their mouth. The effects of lead poisoning include damage to the nervous system, decreased brain development, and learning disabilities.

Discussion

Vacancy rates often influence the cost of housing. In general, vacancy rates of five to six percent for rental housing and two to three percent for ownership housing are considered healthy and suggest a balance between housing supply and demand. With a housing stock of 55 percent owner-occupied and 45 percent renter-occupied, the weighted optimum vacancy rate should be between three and four percent. In 2000, the vacancy rate in Monterey Park was 3.2 percent (Census 2000); the California Department of Finance estimates that in 2012, the vacancy rate increased to 4.3 percent. The City has experienced what would be considered a "healthy" vacancy rate that indicates a balanced supply and demand for housing.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

The City has access to limited funding sources for affordable housing development and preservation of affordable units at-risk of converting to market rate housing. With the dissolution of redevelopment agencies (RDAs) in California, a significant funding source has been lost. The remaining key resources currently utilized are summarized below.

Community Development Block Grant (CDBG)

The CDBG program provides funds for a range of community development activities. Flexible program funds can be used for programs including, without limitation, acquisition and/or disposal of real estate, public facilities and improvements, relocation assistance, rehabilitation, and construction (under certain limitations) other Housing, homeownership assistance, and clearance activities. The primary objective of the CDBG program is to improve housing and community conditions for very low-, low-, and moderate-income households. For PY 2020-2021, Monterey Park received $664,252 CDBG and $344,931 HOME funds for housing and community development activities and 390,757 in CDBG-CV CARES Act funding to address the impacts of the coronavirus pandemic. The monies may be used to fund programs such as the fair housing assistance program, existing debt repayment, and staff administration costs.

HOME Investment Partnership (HOME)

The HOME program provides federal funds for the development and rehabilitation of affordable rental and ownership housing for households with incomes not exceeding 80 percent of the area median income. The program gives local governments the flexibility to fund a wide range of affordable housing activities with private industry and nonprofit CHDO organizations. HOME funds can be used for activities that promote affordable rental housing and homeownership by low-income households.

The City has established the Residential Rehabilitation Program, funded with HOME funds, to provide grants and loans for rehabilitation to make homes safer and more efficient. Eligible activities include but are not limited to the following:

- Roof repairs
- Plumbing and electrical repairs
- Painting and Lead Based Paint remediation
- Replacement of broken windows and screens
- Handicapped accessibility
- Other activities necessary to ensure the health, safety, or welfare of the occupants

Presently, the City is considering updating the program guidelines, such as increasing the amount and composition of financial assistance.

Section 8 Rental Assistance

The federal Section 8 program provides rental assistance to very low-income persons in need of affordable housing. The Section 8 program pays the difference between the fair market rate and what the tenant could afford to pay, for example, 30 percent of their income. As of May 2012, the Los Angeles County Housing Authority provided Section 8 rental assistance to approximately 432 households in Monterey Park. Of the 432 recipients, 225 are elderly families. Of the 225 elderly family recipients, 100 are disabled. An additional 831 Monterey Park residents are on the waiting list for Section 8 assistance, and the average waiting time is several years. The waitlist as of May 2012 was closed.

Totals Number of Units

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	261	2,962	21,798	1	21,797	1,264	1,357	558
# of accessible units									
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 37 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

Although there are no public housing units, there are several affordable housing developments.

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

Not applicable. There are no public housing developments located in the jurisdiction. However, there are residential projects that were assisted financially by the City and contain units that are income restricted.

Public Housing Condition

Public Housing Development	Average Inspection Score

Table 38 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

Not applicable.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

Not applicable.

Discussion:

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

There are organizations within Los Angeles County that provide housing facilities and services for the homeless. Housing opportunities for homeless individuals and families include emergency shelters, transitional housing, permanent supportive housing, rapid rehousing, and safe havens. Housing opportunities are provided at facilities or through scattered housing sites. Housing services include outreach and engagement, housing location assistance, medical services, employment assistance, substance abuse recovery, legal aid, mental health care, veterans services, public assistance benefits advocacy and referrals, family crisis shelters and child care, domestic violence support, personal good storage, and personal care/hygiene services. The City consulted with the Los Angeles Homeless Services Authority (LAHSA) to obtain the data.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	174	744	178	253	0
Households with Only Adults	26	737	61	119	0
Chronically Homeless Households	0	0	0	0	0
Veterans	0	0	0	0	0
Unaccompanied Youth	23	0	72	53	52

Table 39 - Facilities and Housing Targeted to Homeless Households

Data Source Comments: Los Angeles Homeless Services Authority (LAHSA); The above numbers reflect the number of beds available within the SPA 3 region with the exception of the Los Angeles County Department of Public Social Services (DPSS) facility, which provides voucher beds to families and individuals countywide. There was no data available on the number of beds provided for the chronically homeless households population.

Describe mainstream services, such as health, mental health, and employment services to the extent those services are use to complement services targeted to homeless persons

Continuum of Care: The City of Monterey Park participates in the County of Los Angeles Continuum of Care (CoC) system that provides services and facilities for the homeless and is comprised of local government jurisdictions, federal agencies, non-profit service and housing providers, technical assistance organizations, and organizations from the faith community. LAHSA is the lead agency for Los Angeles CoC. To ensure local control and planning, LAHSA has divided the County into eight geographic areas designated as Service Planning Areas (SPA's) and Monterey Park is located within SPA 3. LAHSA helps coordinate efforts among agencies, businesses, community leaders, government agencies and elected officials to determine priority needs and services from a local, regional, and countywide basis.

Health Services: The Los Angeles County Department of Health Services (DHS) aims to ensure access to high- quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners. The DHS provides a range of family, emergency, and specialty health services. The Los Angeles County Department of Public Social Services (DPSS) is another County resource that offers various programs to promote health among low-income County residents.

Mental Health Services: Services offered by the Los Angeles County Department of Mental Health (DMH) include assessments, case management, crisis intervention, medication support, peer support and other rehabilitative services.

Employment Services: Employment plays a key role in ending homelessness. It also supports recovery for those suffering from mental and substance use disorders. Unfortunately, homeless people face many barriers to finding and sustaining employment. People who are chronically homeless often suffer the impacts of mental illness, substance abuse and co-occurring disorders. Homeless people also confront serious personal challenges, such as a lack of interviewing skills, job credentials, a fixed address and phone number, identification cards, and interview clothes. They may also have issues adapting to a regular work schedule or work environment and problems with their personal appearance or hygiene. Homeless youth face additional obstacles, including a lack of education or vocational preparation. Moreover, many homeless individuals are on the wrong side of the "digital divide," meaning they are unfamiliar or uncomfortable with increasingly prevalent modern technology such as computers. In addition, many mainstream employment programs do not effectively serve this population.

Nearby WorkSource Centers, such as the West San Gabriel Valley WorkSource, East San Gabriel Valley Regional Occupational Program, and the local Management Career Solutions, provide services to employers and job seekers at no cost through the Federal Workforce Investment Act. WorkSource California is a network of workforce experts that leverage funding and resources across the Los Angeles region to provide job seekers and businesses with no-cost, high value employment and training services. Individuals looking for a new or better career will find skilled employment specialists, hundreds of local

job listings, training resources, and full-service technical centers with phones, fax machines, copiers, and computers with Internet access and resume building tools.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

The City of Monterey Park does not have a homeless shelter located within its borders. However, there are several homeless shelters that serves homeless population within the region. While some of these shelters provide beds year-round, others provide beds only during the Winter Program period, between December and March of each year. The East San Gabriel Valley Coalition for the Homeless participates in the Winter Program and provides emergency services, showers, hot meals, bus tokens, clothing, and hygiene items throughout the year. The Salvation Army Bell Shelter, in East Los Angeles, is one of the largest year-round shelters providing 210 beds for homeless individuals and 64 beds for drug and alcohol program. The length of stay depends on the program; in general emergency shelter is free for up to 90 days. Longer stays are permitted under other programs. In addition to hot meals, clothing and hygiene supplies, Bell Shelter also provides transportation services at three different pick-up locations: Huntington Park, South Central and East Los Angeles.

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

Monterey Park does not receive HOPWA funds and does not intend to use HOME funds or other tenant-based rental assistance to assist the HIV/AIDS population. However, Monterey Park offers several resources for seniors, persons with disabilities, and other special needs. There are eight group homes, providing 42 beds for persons with disabilities. The City supports the Langley Senior Center, which provides various social and recreational activities, special events, travel programs, transportation discounts, consultation, medical and social services.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Elderly/Frail Elderly

As discussed in the Needs Assessment, elderly and frail elderly residents generally face a unique set of housing needs, largely due to physical limitations, lower household incomes, and the rising cost of healthcare. They have a range of housing needs, including retrofits to facilitate aging in place, downsizing to more convenient, urban, amenities rich communities, and more intensive care facilities. Aging in place supports older adults remaining in their homes if possible and is an important and cost-effective strategy for growing older adult population.

Persons with Disabilities

Persons with a disability may have lower incomes and often face barriers to finding employment or adequate housing due to physical or structural obstacles. This segment of the population often needs affordable housing that is located near public transportation, services, and shopping. Persons with disabilities may require units equipped with wheelchair accessibility or other special features that accommodate physical or sensory limitations. Depending on the severity of the disability, people may live independently with some assistance in their own homes or may require an assisted living and supportive services in special care facilities.

HIV/AIDS

This fatality rate due to HIV/AIDS has significant declined since 1995. Many people with HIV/AIDS are living longer lives, and therefore require assistance for a longer period. These individuals are increasingly lower income and homeless, have more mental health and substance abuse issues, and require basic services such as housing and food to ensure they adhere to medications plans necessary to prolong their lives.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

Monterey Park is part of the County of Los Angeles Continuum of Care, wherein LAHSA is the lead agency.

- Group Homes: Group Homes are facilities of any capacity and provide 24-hour non-medical care and supervision to children in a structured environment. Group homes provide social, psychological, and behavioral programs for troubled youth. Monterey Park has eight group homes, providing 42 beds.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

In PY 2020-2021, the City will consider potential programs and allocate funds based upon budgetary considerations and on-going obligations. The City will annually evaluate potential programs and projects, based upon community assessment survey to determine proposed funding. However, given the limited CDBG funding, the City proposes to focus CDBG funds on paying prior indebtedness and fair housing related services. The City will coordinate and communicate with organizations, such as LAHSA, Bell Shelter, and MERCI Housing, to maintain open dialogue and communication to explore potential areas of future assistance.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

See section MA-35.

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

Constraints to the provision of adequate and affordable housing can be posed by market, governmental, infrastructure and environmental factors. These constraints may result in housing that is not affordable to low- and moderate- income households or may render residential construction economically infeasible for developers. Constraints to housing production significantly impact households with lower incomes and special needs.

Lack of Affordable Housing Funds: The availability of funding for affordable housing has been severely affected by the dissolution of redevelopment in California. Although there are other funding sources for affordable housing such as four percent and nine percent Low Income Housing Tax Credits, HOME, CalHOME, and the Multifamily Housing Program, it is unclear if additional affordable housing projects can be financed since affordable housing projects typically require multiple funding sources. The City is proactive in considering and seeking additional funding sources that will facilitate the construction of affordable housing, development of jobs, and improvement of the quality of life.

Environmental Protection: State law (California Environmental Quality Act, California Endangered Species Act) and federal law (National Environmental Protection Act, Federal Endangered Species Act) regulations require environmental review of proposed discretionary projects (e.g., subdivision maps, use permits, etc.). Costs resulting from the environmental review process may also add to the cost of housing.

Local Residential Development Policies and Regulations: Some portions of the City are subject to development constraints due to the presence of hillsides, seismic hazards, or other special circumstance. These constraints affect the development of all housing, not just affordable housing. The City has revised the General Plan and updated the zoning ordinance to facilitate the provision of affordable housing and sustainable development.

Planning and Development Fees: Development fees and taxes charged by local governments also contribute to the cost of housing. Application processing fees in the City of Monterey Park have not been increased since 2010 and are currently being updated.

Permit and Processing Procedures: The processing time required to obtain approval of development permits is often cited as a contributing factor to the high cost of housing. Unnecessary delays add to the cost of construction by increasing land holding costs and interest payments.

State Prevailing Wage Requirements: The State Department of Industrial Relations (DIR) expanded the kinds of projects that require the payment of prevailing wages. Prevailing wage adds to the overall cost of development.

Davis-Bacon Prevailing Wages: A prevailing wage must be paid to laborers when federal funds are used to pay labor costs for any project over $2,000 or on any multi-family project over eight units. The prevailing wage is usually higher than competitive wages, raising the cost of housing production and rehabilitation activities. Davis-Bacon also adds to housing costs by requiring documentation of the prevailing wage compliance.

In general, residential developers interviewed for the 2014-21 Housing Element update and the preparation of this Consolidated Plan reported that the City's public policies are not a constraint to new housing production.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

This section provides basic data on the City's workforce, its economy and education. Roughly 4–5 percent of working age residents are unemployed. Approximately 6,000 workers did not finish high school and do not have a GED.

The Median Household Income (MHI) in the City is $46,706 and is 23 percent lower than the county, 30 percent lower than the state, and 18 percent lower than the national median in 2017. The MHI for the City has slightly decreased from $46,781 to $46,706 according to the 2010 and 2013–2017 ACS. There are just over 9,750 people in the City living below the poverty level out of 54,615 people or 18 percent. The percent of people living below the poverty level in the City is higher than LA County at 17 percent, state level at 12.8 percent, as well as the national level of 13.5 percent. The largest demographic living in poverty is females aged 45–54 followed by females aged 18–24 and then males aged 18–24. In the City, full-time male employees made 20 times more than female employees.

In the City, the top industries where the local workforce is employed are education and health care services, arts and entertainment, retail trade, and manufacturing.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	168	24	1	0	-1
Arts, Entertainment, Accommodations	3,263	3,086	15	13	-2
Construction	534	398	2	2	-1
Education and Health Care Services	4,931	6,845	22	29	7
Finance, Insurance, and Real Estate	1,460	3,417	7	15	8
Information	565	283	3	1	-1
Manufacturing	2,063	769	9	3	-6
Other Services	837	553	4	2	-1
Professional, Scientific, Management Services	1,890	1,552	9	7	-2
Public Administration	0	0	0	0	0
Retail Trade	2,439	2,144	11	9	-2
Transportation and Warehousing	720	394	3	2	-2
Wholesale Trade	1,899	946	9	4	-5
Total	20,769	20,411	--	--	--

Table 40 - Business Activity

Data Source: 2011-2015 ACS (Workers), 2015 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	29,664
Civilian Employed Population 16 years and over	26,985
Unemployment Rate	9.01
Unemployment Rate for Ages 16-24	15.52
Unemployment Rate for Ages 25-65	6.84

Table 41 - Labor Force

Data Source: 2011-2015 ACS

Occupations by Sector	Number of People
Management, business and financial	7,225
Farming, fisheries and forestry occupations	1,455
Service	3,165
Sales and office	6,935
Construction, extraction, maintenance and repair	1,434
Production, transportation and material moving	1,569

Table 42 – Occupations by Sector

Data Source: 2011-2015 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	11,465	46%
30-59 Minutes	11,269	45%
60 or More Minutes	2,145	9%
Total	***24,879***	***100%***

Table 43 - Travel Time

Data Source: 2011-2015 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	2,965	520	1,825
High school graduate (includes equivalency)	5,520	615	1,910
Some college or Associate's degree	6,145	729	1,985
Bachelor's degree or higher	9,010	430	1,754

Table 44 - Educational Attainment by Employment Status

Data Source: 2011-2015 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	75	110	469	2,510	2,880
9th to 12th grade, no diploma	390	270	465	1,479	1,469
High school graduate, GED, or alternative	1,223	1,635	1,850	4,560	3,030
Some college, no degree	2,090	1,545	1,550	2,785	1,229
Associate's degree	475	760	849	1,383	715
Bachelor's degree	695	2,580	1,975	3,320	1,765
Graduate or professional degree	0	1,010	909	1,400	855

Table 45 - Educational Attainment by Age

Data Source: 2011-2015 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	48,225
High school graduate (includes equivalency)	29,867
Some college or Associate's degree	77,119
Bachelor's degree	96,284
Graduate or professional degree	114,597

Table 46 – Median Earnings in the Past 12 Months

Data Source: 2011-2015 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Monterey Park's local economy is primarily a service-based economy. Within Monterey Park, the major service employment sectors are Sales and Office (34.5 percent) and Management, Business, and Financial services (32.0 percent), and Service (13.8 percent). These three sectors represent nearly 80 percent of the employment.

Describe the workforce and infrastructure needs of the business community:

Almost half of the active workforce living in the Monterey Park has completed a college education.

A little over half of the City's residents are traveling to neighboring cities for work, with an average commute time just under 30 minutes. To this end, the City of Monterey Park is focused on creating a quality jobs-housing balance, attracting companies in targeted industry sectors to ensure the needs of the community and its residents are met. This means working with businesses and companies already based in the area to expand and bring new jobs to the City, relocation of companies to the City, and support of business start-ups looking to launch a new company in the area. The City of Monterey Park

should also continue to work with local educational institutions, employers, real estate developers and others to review changes in City's workforce needs and anticipate changes occurring in employment demands. Together with these groups the City can promote job training, skill enhancement, and education meeting the needs of jobs and careers available within the local economy and wider San Gabriel Valley.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

There are six major real estate developments that have been entitled or near entitlement that will bring much needed jobs and services to the City and surrounding region:

- Atlantic Gateway Marriott Courtyard (521-633 N. Atlantic Blvd.): 303 room hotels; 6 stories - 2 level subterranean and on-grade parking; 358 parking spaces provided; 2.15-acre site; project square footage is 223,900 square feet
- Atlantic Garvey Hotel (808 W. Garvey Avenue): Mixed-Use Development 148 room hotel; 98 apartment units; 7 stories – one subterranean level and 3 on and above grade parking, 444 parking spaces provided; 1.96-acre site; Project square footage 192,385 square feet
- Double Tree Hotel (220 N. Atlantic Blvd.): 187 room hotels; 6 stories – three subterranean parking levels, 263 parking spaces provided; 1.12-acre site; Project square footage 97,567 square feet
- Monterey Park Town Centre (100 S. Garfield Ave.): Mixed-Use Development 109 residential units; Retail/Restaurant 71,366 square feet; 5-stories – three subterranean parking levels, 638 parking spaces provided; 2.10-acre site; Project square footage: 186,254 square feet
- Monterey Park Market Place (2550 Greenwood Ave.): Commercial Development Retail; 600,000 square feet; 1,924 parking spaces
- Olson Company (2015 Potrero Grande Drive): 80 detached residential dwelling units; 9.15 acre site

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The City of Monterey Park will continue to work with local educational institutions, employers, real estate developers and local Workforce Investment Board to identify and address sectors of opportunity. The data suggest that there are employment opportunity sectors where under-employed and unemployment individuals can be retrained. The professional sectors of Education and Health Care; Finance, Insurance, and Real Estate; and Professional, Scientific, and Management are three sectors in which there are more jobs available than individuals working within that sector.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

A few workforce training initiatives and programs are available to Monterey Park residents. The following discussion provides details on the available programs:

- East Los Angeles Community College and Cal State University Los Angeles: Both educational institutions offer superior educational opportunities. They offer a variety of courses and degrees that would assist individuals to gain employment or higher education in specialized fields of study.
- Los Angeles County Economic Development Corporation: In 2009, the LAEDC engaged and solicited input from more than 1,080 stakeholders in more than two dozen public forums that brought together leaders from the public, private, business, government, labor, education, environmental, and community-based organizations to develop the first-ever comprehensive, collaborative, consensus Strategic Plan for Economic Development in Los Angeles County 2010-2014. Among the plan's five core aspirational goals are to: prepare an educated workforce; create a business-friendly environment; enhance our quality of life; implement smart land use; and build 21st century infrastructure.
- East San Gabriel Valley Regional Occupational Program: East San Gabriel Valley ROP provides hands-on career preparation for high school students and adults ready to make themselves skillful and employable. Adult career training courses are available to those seeking a career change or wanting to build the practical skill sets for a specific career. Advising services are also offered to students to help build their academic course schedule to reflect their professional pursuits.
- Manage Career Solutions: Since 2005, MCS has operated vocational education schools in Los Angeles, offering programs in the foreign trade, international business, and allied health sectors. Students from throughout Los Angeles County and surrounding counties have received specific training for import/export administrative occupations in the international trade sector, and specific to healthcare occupations, training for State Board of Nursing certified nurse assistant and home health aide occupations.
- West San Gabriel Valley WorkSource: They serve the cities of Monterey Park, Alhambra, Bell, Montebello, San Gabriel, Temple City, and Rosemead, offering an array of services that include employment assistance, training, counseling, on-site case management assistance.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The City of Monterey Park is a participating city with the County of Los Angles Comprehensive Economic Development Strategy.

The City of Monterey Park will coordinate with the County of Los Angeles Community Development Commission in areas such as grant applications to the federal Department of Commerce for Economic Development Administration grants. These grants would be targeted to public improvement and infrastructure projects that will encourage and result in job growth, educational attainment and skills development and training. Benefits would include the following:

- Prepare and educated workforce
- Create a business-friendly environment
- Enhance quality of life
- Build 21st Century infrastructure

Discussion

See above.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

Due to the makeup of the City's minority and low-income populations, these groups seem to be spread throughout the community with no large concentration in just one area of the City. For this question, we are defining concentration as an area where more than 30 percent of the population is low-income households with a severe housing cost burden.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

The census classifies "minority" as Black or African American, American Indian, and Alaska Native, Asian, Native Hawaiian and other Pacific Islander, Two or More Races, and Hispanic or Latino. Areas of "minority concentration" are defined as census tracts where the total percentage of a certain population is 20 percent higher than the jurisdiction overall. According to the US Census, 85 percent of Monterey Park residents identify themselves as being a minority. This is due to the high predominance of Asians and Hispanics. Census data shows that 56 percent of the population are foreign born persons.

HUD defines an "area of low-income concentration" as any census tract where most households (51 percent or more) qualify as low income. HUD defines a low- to moderate-income household as any household whose income does not exceed 80 percent of the median family income (MFI) for the area.

HUD determines income limits for the Census and adjusts the data annually. The HUD moderate-income limit for a household of four persons in the City was reported at $83,500 (80 percent of the MFI).

There is a total of 16 census tracts consisting of 34 block groups in the City. Of which, portions of 13 census tracts consisting of 16 block groups qualify as having low-income concentrations according to HUD.

What are the characteristics of the market in these areas/neighborhoods?

These areas generally have lower home prices and rents than other neighborhoods in the City. Nationally, it is found that census tracts with low-income concentrations have significantly less lending activity than other areas.

Are there any community assets in these areas/neighborhoods?

These areas have significant community assets including bus service, community centers/parks, commercial centers, professional office buildings, and other services.

Are there other strategic opportunities in any of these areas?

The City is committed to addressing the negative effects of public policies over which it has control. To promote integration and prevent low-income concentrations, the City has designed its affordable housing programs to be available citywide.

This priority also serves to make sure that the City does not have any policies, rules, or regulations that would lead to minority or racial concentrations.

The City currently provides Fair Housing services, and a successful Owner-Occupied Home Improvement Program. These programs target LMI populations to preserve existing housing stock.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

Datasets provided by the Federal Communications Commission (FCC) show that the City is well-connected for all households and neighborhoods. This means the lack of broadband connections or wiring options are not concentrated for LMI households or neighborhoods.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

The City does not appear to have a need to increase competition since the area is served by multiple providers.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

Climate change has increased the prevalence and severity of natural hazard risks such as droughts, flash floods, extreme heat events, landslides, and wildfires. Climate change intensifies dry seasons that create greater susceptibility to wildfires. This can have further indirect effects on potential future flooding and landslides due to decreased vegetation that was lost to wildfires. More dense vegetation has mitigating effects on the intensity and likelihood of flooding and landslides due to its roots and connecting the soil to decrease susceptibility to dangerous floods and landslides. Extreme heat events due to climate change can disparately affect low- and moderate-income residents who cannot afford utility bills to cool down enough to prevent heat stroke especially in people with vulnerable pre-existing medical conditions.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Low- and moderate-income residents and special needs populations are especially vulnerable to the risks of climate-related hazard risks. The residences of low- and moderate-income households are more often in worse condition and thus are more susceptible to external weather conditions such as extreme heat. Likewise, elderly residents are at a greater risk to weather conditions such as extreme heat. Lower income residents are more likely to lack funds to prepare food, water, and emergency supplies that are necessary immediately natural disasters such as wildfires or flooding.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The Strategic Plan is a guide for the City of Monterey Park to establish its housing and community development priorities, objectives and strategies for the investment of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds from the U.S. Department of Housing and Urban Development (HUD) over the next five years, beginning July 1, 2020 and ending June 30, 2025. The priority needs and goals established in this Strategic Plan (Plan) are based on analysis of information including the results of the City's 2020-2024 Consolidated Plan Needs Assessment workshops and forums, housing and community development data elements required by HUD in the online Consolidated Plan system (the eCon Planning Suite) from the 2011-2015 American Community Survey (ACS) 5-Year Estimates and the Comprehensive Housing Affordability Strategy (CHAS) covering the same time period. Additional sources of information used to identify needs and establish priorities were obtained through consultation with local nonprofit agencies involved in the development of affordable housing and the delivery of public services to children, families, elderly persons and persons with special needs throughout the community.

The Strategic Plan section of the Consolidated Plan summarizes Monterey Park's five-year strategies and objectives to address the needs described earlier in the Consolidated Plan. To carry out each objective, the City has developed measurable actions that it will undertake each year. The City of Monterey Park's 2020-2024 Consolidated Plan includes five Annual Action Plans. Each of these plans will describe the activities planned for the coming program year to carry out the five-year strategies. Additionally, each Consolidated Annual Performance and Evaluation Report (CAPER) will report the City's progress in carrying out the strategies, objectives, and actions.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

The City does not have any locally identified local target areas, Neighborhood Revitalization Strategy Areas (NRSA), Community Development Financial Institution (CDFI) defined service area, or Strategy Areas.

Geographic Area

Table 52 - Geographic Priority Areas

	Target Area	Descriptions
1	Citywide	Monterey Park will allocate resources across the City based on need and eligibility.
2	Qualified Census Tract (51% or greater LMI areas)	Census tracts within the City in which the percentage of low- and moderate-income residents is higher than 51 percent.

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

Unless otherwise specified, all the City's HUD-funded housing and community development programs are generally available to eligible low- and moderate-income persons citywide. To prevent the concentration of low-income persons, City housing programs are marketed and available throughout the City. The programs are not directed to any one geographical area but rather the extremely low- to moderate-income (0 to 80 percent of the MFI) persons and families. The City wants to promote a balanced and integrated community and is committed to helping throughout the City.

An area benefit is an activity that meets the identified needs of low- and moderate-income persons residing in an area where at least 51 percent of the residents are low- and moderate-income persons. The benefits of this type of activity are available to all persons in the area regardless of income. The City seeks to disburse federal entitlement dollars strategically within low-and moderate-income (LMI) census tracts; however, no specific neighborhoods are targeted for expenditure of funds. Investments in public facilities and services serving special needs populations and primarily low- and moderate-income persons will be made throughout the City. The City will evaluate each eligible project and program based on urgency of needs, availability of other funding sources and financial feasibility. Residential rehabilitation assistance will be available to income-qualified households citywide.

HUD provides estimates of the number of persons that can be considered Low-, Low- to Moderate-, and Low-, Moderate-, and Medium-income persons based on special tabulations of data from the 2011–2015 ACS five-year estimates. LMI percentages are calculated at various principal geographies provided by the Census Bureau. Because timely use of this data is required by regulation, any changes to the City's existing service area boundaries would need to be approved by the City Council. Each year, through the adoption of the City's Annual Action Plan, the City Council approves the service area boundaries as the City's official low- and moderate-income "Target Areas" and "Deteriorating Areas".

The City has traditionally used 100 percent of its CDBG resources to benefit these special areas and/or to operate programs available exclusively to low- and moderate-income people (whereas HUD regulations only require a minimum 70 percent low/mod benefit level for CDBG activities). To continue to achieve this high ratio of low/mod benefit for its CDBG resources, and because of the compelling need to assist these special areas, the City will continue to direct CDBG resources to these special geographic areas.

INSERT MAP

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

The Con Plan regulations require a description of each relative priority and the need level assigned by family and income category for housing, homeless, and special needs populations. The priority needs level definitions have been established by HUD and are as follows:

- L (Low Priority): The City will not fund activities to address this need during the five-year period. The City will consider Certifications of Consistency for other entities' applications for federal assistance.
- M (Medium Priority): If funds are available, activities to address this need may be funded by the City during the five-year period. Also, the City will take other actions to help this group locate other sources of funds.
- H (High Priority): Activities to address this need will be funded by the City during the five-year period as funding allows.
- N (No Such Need): The City finds that there is no such need, or this need is already substantially addressed. No Certifications of Consistency will be considered.

To meet the designated priorities over the next five years, the City will perform a broad range of activities. The priority needs listed provide a further description of each priority, the population(s) targeted, the types of activities to be conducted, and the estimated types of federal, state, and local resources available. While the summary does not attest to be an absolute accounting of all resources available, it does provide information on the types of resources most frequently accessed to meet housing and community objectives in the City.

1	Priority Need Name	Ensure equal access to housing opportunities
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Veterans Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities

	Geographic Areas Affected	Citywide
	Associated Goals	Fair Housing Services
	Description	HUD mandates that all recipients of federal housing and community development assistance such as CDBG take actions to affirmatively further fair housing choice within their communities. The City of Monterey Park will certify its compliance with HUD's requirement to affirmatively further fair housing choice in each Annual Action requesting an annual allocation of CDBG funds.
	Basis for Relative Priority	Affirmatively furthering fair housing choice by ensuring equal access to housing opportunities is a high priority for HUD and the City of Monterey Park. In accordance with HUD requirements, this priority will be addressed using CDBG funds as payment assistance or subsidies alone cannot overcome discrimination or unfair access to fair housing.
2	Priority Need Name	Provide public services for low- and moderate-income residents
	Priority Level	High
	Population	Extremely Low Low Moderate Elderly Families with Children Persons with Physical Disabilities
	Geographic Areas Affected	Citywide
	Associated Goals	Public Services
	Description	Consultation with organizations that provide a range of public services targeted to low- and moderate-income residents revealed the need for public services addressing a variety of needs including those associated with affordable childcare, affordable housing, education, arts and recreation for children, youth, and families living in Monterey Park.

	Basis for Relative Priority	Consistent with the results of the 2020-2024 Consolidated Plan Needs Assessment, the provision of a wide range of public services for low- and moderate-income residents is a high priority.
3	Priority Need Name	Improve public facilities and infrastructure
	Priority Level	Medium
	Population	Extremely Low Low Moderate Families with Children Elderly Persons with Physical Disabilities Non-housing Community Development
	Geographic Areas Affected	Citywide
	Associated Goals	Public Facilities and Infrastructure Improvements
	Description	Implement highly needed public facilities and infrastructure utilizing feedback from the 2020-2024 Consolidated Plan Needs Assessment.
	Basis for Relative Priority	The improvement of public facilities and infrastructure owned and operated by the City of Monterey Park is rated as a medium priority need for CDBG funds.
4	Priority Need Name	Address material barriers to accessibility
	Priority Level	Medium
	Population	Extremely Low Low Moderate Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities

	Geographic Areas Affected	Citywide
	Associated Goals	Public Facilities and Infrastructure Improvements
	Description	This is a medium priority. Barrier to accessibility include, but are not limited to, building entrances that are not wheelchair accessible, service counters that are not wheelchair accessible, lack of ADA compliant door hardware, restrooms lacking wheelchair accessible lavatories, fixtures and ADA compliant water closets, ramps and steps lacking ADA compliant handrails, drinking fountains that are not wheelchair accessible and non ADA compliant signage.
	Basis for Relative Priority	Based on need and available resources and results of the 2020-2024 Consolidated Plan Needs Assessment, the improvement for further accessibility in the City of Monterey Park is rated as a high priority need for CDBG funds.
5	Priority Need Name	Economic Development
	Priority Level	High
	Population	Extremely Low Low Moderate Families with Children Elderly Non-housing Community Development
	Geographic Areas Affected	Citywide
	Associated Goals	Economic Development Assistance
	Description	Stimulating economic development and strengthening business services in the City of Monterey Park to further increase quality of life for residents of Monterey Park.
	Basis for Relative Priority	Further economic development is crucial to increase the quality of life for residents of the City of Monterey Park and in response to COVID-19. Activities may include Small Business Assistance and Commercial Façade Improvements.

6	Priority Need Name	Affordable Housing
	Priority Level	Medium
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly
	Geographic Areas Affected	Citywide
	Associated Goals	Expand affordable housing opportunities
	Description	Build new affordable housing units, acquire lands for affordable housing projects, affordable housing programs; homebuyer and rental assistance programs.
	Basis for Relative Priority	Further development is crucial to increase the quality of life for residents of the City of Monterey Park.
7	Priority Need Name	Housing Rehabilitation
	Priority Level	High
	Population	Low-, Moderate- and Middle-Income Households Large Families Families with Children Elderly
	Geographic Areas Affected	Citywide
	Associated Goals	Maintain decent and energy efficient housing

	Description	Fund housing property rehabilitation initiatives including the City's Housing improvement program, residential façade improvement programs, housing acquisition and rehab; and lead-based paint testing and abatement.
	Basis for Relative Priority	
8	Priority Need Name	Prevent and eliminate homelessness
	Priority Level	Medium
	Population	Chronic Homelessness Extremely Low Low Moderate Families with Children Elderly
	Geographic Areas Affected	Citywide
	Associated Goals	Homeless Services
	Description	The prevalence of homelessness in Los Angeles County and Monterey Park correlates with the rising cost of housing, which has created more housing instability and the likelihood that a household disruption such as an unanticipated medical cost, job loss or change or other event can cause homelessness. As such, the need for comprehensive homeless services, programming and facilities is a critical need within the City. This need includes early intervention homeless prevention, increasing the supply of emergency and transitional shelter options, permanent housing solutions, and the provision of critical services to those who are at-risk of becoming homeless, currently homeless, or recently homeless.
	Basis for Relative Priority	In community meetings, and stakeholder meetings, the need for comprehensive homeless programs was consistently ranked as one of the City's greatest needs. This need was supported by data provided in the County's 2019 Point in Time Count, as well as data maintained by the City.

Narrative (Optional)

The Con Plan regulations require a description of each relative priority and the need level assigned by family and income category for housing, homeless, and special needs populations. The priority needs level definitions have been established by HUD and are as follows:

- H (High Priority): Activities to address this need will be funded by the City during the five-year period as funding allows.
- M (Medium Priority): If funds are available, activities to address this need may be funded by the City during the five-year period. Also, the City will take other actions to help this group locate other sources of funds.
- L (Low Priority): The City will not fund activities to address this need during the five-year period. The City will consider Certifications of Consistency for other entities' applications for federal assistance.
- N (No Such Need): The City finds that there is no such need, or this need is already substantially addressed. No Certifications of Consistency will be considered.

To meet the designated priorities over the next five years, the City of Monterey Park will perform a broad range of activities. The priority needs listed provide a further description of each priority, the population(s) targeted, the types of activities to be conducted, and the estimated types of federal, state, and local resources available. While the summary does not attest to be an absolute accounting of all resources available, it does provide information on the types of resources most frequently accessed to meet housing and community objectives in the City of Monterey Park.

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	While there is a need for Tenant Based Rental Assistance to make rents more affordable, the City does not anticipate using its funds for this purpose. The City will continue to work with LACDA—Housing Assistance Program with its rental voucher program.
TBRA for Non-Homeless Special Needs	The City does not anticipate prioritizing any programs which are TBRA for NonHomeless Special Needs.
New Unit Production	Based on land and development costs, it is equally effective to subsidize the development of affordable multifamily rental units as it is to subsidize home purchase loans. The City will look at using non-CDBG local, state, and federal funding sources to develop new housing units.
Rehabilitation	The City will continue to support a housing rehabilitation program. The market continues to be healthy whereby, if the City lends to a homebuyer, generally those funds are paid back.
Acquisition, including preservation	Median sales prices continue to rise. Projected housing growth that will occur through in-fill, available property acquisition, demolition, and home replacement.

Table 47 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

The City has been notified by HUD that it will be receiving an estimated $664,252 in CDBG funds for FY 2020–2021, and $344,931 in HOME funds. When combined with anticipated program income, the City anticipates having a total of $0 of CDBG funds available and $0 in HOME funds available for the 2020–2021 year.

Anticipated Resources

The table on the following page identifies funds expected to be received and available for programming during FY 2020-21 and an estimate of funds to be received over the remaining four years of this Consolidated Plan.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	664,931	0	0	664,931	2,659,736	The Year 1 amount used is the 2020 amount. The expected amount for the remainder of the Con Plan is simply the Year 1 amount multiplied by 4. Also, the Program Income figure is zero, but changes in programming could potentially create Program Income. Prior Year resources listed are an estimate only based on existing resources and an approximation of expenditures to be made between the writing of the Con Plan and the end of the 2019 Program Year.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	344,931	0	0	344,931	1,339,724	The Year 1 amount used is the 2020 amount. The expected amount for the remainder of the Con Plan is simply the Year 1 amount multiplied by 4. Also, the Program Income figure is zero, but changes in programming could potentially create Program Income. Prior Year resources listed are an estimate only based on existing resources and an approximation of expenditures to be made between the writing of the Con Plan and the end of the 2019 Program Year.

Table 48 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Monterey Park and HUD share a mutual interest in leveraging HUD resources to the maximum extent possible to deliver high-quality affordable housing, neighborhood improvement programs, supportive services, and economic development.

Entitlement Funds

Leverage, in the context of CDBG funding, means bringing other local, state, and federal financial resources to maximize the reach and impact of the City's U.S. Department of Housing and Urban Development (HUD) funded programs. HUD, like many other federal agencies, encourages the recipients of federal monies to demonstrate that efforts are being made to strategically leverage additional funds to achieve greater results. Leverage is also a way to increase project efficiencies and benefit from economies of scale that often come with combining sources of funding for similar or expanded scopes. Funds will be leveraged if financial commitments toward the costs of a project from a source other than the originating HUD program are documented.

Other Federal Grant Programs

In addition to the entitlement dollars listed above, the federal government has several other funding programs for community development and affordable housing activities. These include: The Section 8 Housing Choice Voucher Program, Section 202, the Affordable Housing Program (AHP) through the Federal Home Loan Bank, and others.

It should be noted that in most cases the City would not be the applicant for these funding sources as many of these programs help affordable housing developers rather than local jurisdictions.

State Housing and Community Development Sources

In California, the Department of Housing and Community Development (HCD) and the California Housing Finance Agency (CalHFA) administer a variety of statewide public affordable housing programs that help nonprofit affordable housing developers. Examples of HCD's programs include the Multifamily Housing Program (MHP), Affordable Housing Innovation Fund (AHIF), Building Equity and Growth in Neighborhoods Program (BEGIN), and CalHOME. Many HCD programs have historically been funded by one-time State bond issuances and, as such, are subject to limited availability of funding. CalHFA offers multiple mortgage loan programs, down payment assistance programs, and funding for the construction, acquisition, and rehabilitation of affordable ownership units. The State also administers the federal Low-Income Housing Tax Credit (LIHTC) program, a widely used financing source for affordable housing projects. As with the other federal and state grant programs discussed above, the

City would either must competitively apply or affordable housing developers could apply for funding through these programs for particular developments in the City.

County and Local Housing and Community Development Sources

There are a variety of countywide and local resources that support housing and community development programs. Some of these programs help local affordable housing developers and community organizations while others help directly to individuals. The Mortgage Credit Certificates (MCC) Program helps first-time homebuyers by allowing an eligible purchaser to take 20 percent of their annual mortgage interest payment as a tax credit against federal income taxes. The County administers the MCC Program on behalf of the jurisdictions, including Monterey Park.

The City will use its excess match carried over from prior years to fulfill its HOME match obligation. HOME regulations allow the excess match to be carried over and applied to future HOME project match liability.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City does not own land or property located within the jurisdiction that may be used to address the needs identified in the plan.

Discussion

Not Applicable.

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
MONTEREY PARK	Government	Economic Development Homelessness Non-homeless special needs Ownership Rental	Jurisdiction
HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES	PHA	Ownership Public Housing Rental	Region
LOS ANGELES HOMELESS SERVICES AUTHORITY	Continuum of care	Homelessness	Region
HOUSING RIGHTS CENTER	Subrecipient	Homelessness Non-homeless special needs Home Ownership Public Housing Rental Assistance	Jurisdiction

Table 49 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The City does not anticipate any gaps in the delivery of service based on the institutional structure of the City government, departments, or agencies. The Management Services Department participates in a few coalitions and collaborations to enhance coordination between the public and private housing and social service agencies providing services to Monterey Park residents.

The gaps in the institutional delivery system is increasingly limiting resources for cities and communities. There are often not enough staff to meet increased administrative burdens of federal funds. Also, coordination between multiple agencies should be increased to avoid duplication of services.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X		
Legal Assistance	X		
Mortgage Assistance	X		
Rental Assistance	X		
Utilities Assistance	X		
Street Outreach Services			
Law Enforcement	X	X	X
Mobile Clinics	X	X	
Other Street Outreach Services	X		
Supportive Services			
Alcohol & Drug Abuse			
Child Care	X		
Education	X	X	
Employment and Employment Training	X		
Healthcare	X	X	
HIV/AIDS	X	X	X
Life Skills	X		
Mental Health Counseling	X	X	X
Transportation	X		
Other			

Table 50 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The City has an active homeless network, resources, and support from the LAHSA as well as other service providers, including San Gabriel Valley Coalition for the Homeless and Family Promise of San Gabriel Valley. LAHSA Emergency Response Teams (ERTs) are available to assist residents 24 hours a day, seven days a week through the 211 LA County line. LAHSA ERTs offer outreach services to homeless encampment dwellers, emergency services and shelter referrals to homeless families and unaccompanied adults and youth, direct emergency services and transportation, and emergency assistance and referrals to social service agencies for people in the County of Los Angeles who are homeless or at risk of experiencing homelessness.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The City also works in partnership with several agencies, including non-profit service providers, housing providers, and other governmental entities to provide services for special needs populations, including persons experiencing homelessness. These populations include the elderly, frail elderly, mentally ill, and those with physical or developmental disabilities. There are a range of services available to these populations in the community, including mental health counseling, landlord/tenant mediation for reasonable accommodations, supportive services targeted to senior citizens, and healthcare services.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The City is striving to improve intergovernmental and non-governmental agencies to synergize efforts and resources and develop new revenues for community service needs and the production of affordable housing. The City of Monterey Park is dedicated to the development and implementation of quality, value-based programs, and funding to address the needs of the community. Collaborative efforts include:

- Researching funding sources to leverage CDBG/HOME funds
- Pursuing state and federal grants and foundation grants to leverage CDBG/HOME funds
- Attending informational meetings with collaborative stakeholders concerning programs and projects benefiting low- and moderate-income persons
- Building staff capacity for the City and sub-recipients to better serve the community
- Establishing closer working relationship with agencies dealing with homelessness and special needs housing

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Table 57 - Goals Summary

Goal	Category	Geographic Area*	Needs Addressed	Funding
Housing Strategy Goal #1	Affordable Housing	N/A	Affordable Housing – Rental Assistance Affordable Housing – Production of new units Affordable Housing - Acquisition of existing units	
	Start Year: 2020 End Year: 2024		Outcome: Affordability	Objective: Provide decent affordable housing
	Description: Expand affordable rental housing opportunities, particularly for low-income persons.			
	Goal Outcome Indicator Tenant-based rental assistance/Rapid Rehousing		Quantity 0	Unit Households assisted
Housing Strategy Goal #2	Affordable Housing	N/A	Affordable Housing - Rehabilitation of Existing Units Affordable Housing - Acquisition of existing units	
	Start Year: 2020 End Year: 2024		Outcome: Affordability	Objective: Provide decent affordable housing
	Description: Preserve existing rental and owner-occupied housing resources.			
	Goal Outcome Indicator Homeowner housing rehabilitated		Quantity 15	Unit Household housing unit
Housing Strategy Goal #3	Affordable Housing	N/A	Affordable Housing – Production of new units	
	Start Year: 2020 End Year: 2024		Outcome: Affordability	Objective: Provide decent affordable housing
	Description: Increase affordable homeownership opportunities, particularly for low and moderate income persons.			
	Goal Outcome Indicator		Quantity 0	Unit Households assisted

Goal	Category	Geographic Area*	Needs Addressed	Funding
Homeless Strategy	Homeless	N/A	Homelessness - Outreach Homelessness - Emergency/Transitional Shelter Homelessness - Rapid Re-Housing Homelessness - Prevention	
	Start Year: 2020 End Year: 2024		Outcome: Availability/Accessibility	Objective: Create suitable living environments
	Description: Preserve and improve the supply of supportive housing and public services for the homeless and homelessness prevention services.			
	Goal Outcome Indicator		Quantity	Unit
	Public service activities other than Low/Moderate Income Housing Benefit		0	Persons assisted
	Homeless Person Overnight Shelter		0	Persons assisted
	Homelessness Prevention		0	Persons assisted
Special Needs Strategy	Non-Homeless Special Needs	N/A	Community Development - Public Services	
	Start Year: 2020 End Year: 2024		Outcome: Availability/Accessibility	Objective: Create suitable living environments
	Description: Provide supportive services for special needs populations.			
	Goal Outcome Indicator		Quantity	Unit
	Public service activities other than low/moderate income housing benefit		0	Persons assisted
Fair Housing Strategy	Non-Housing Community Development	N/A	Community Development - Public Services	
	Start Year: 2020 End Year: 2024		Outcome: Availability/Accessibility	Objective: Create suitable living environments
	Description: Continue to implement the Fair Housing laws by providing funding for further fair housing.			
	Goal Outcome Indicator		Quantity	Unit
	Public service activities other than low/moderate income housing benefit		2,500	Persons assisted

Goal	Category	Geographic Area*	Needs Addressed		Funding
Public Housing Strategy	Public Housing	N/A	Affordable Housing - Rental Assistance		
	Start Year: 2020 End Year: 2024		Outcome: Affordability	Objective: Provide decent affordable housing	
	Description: Continue to support the on-going efforts of the Housing Authority of the County of Los Angeles to maximize the use of rental assistance subsidies and other resources in the City.				
	Goal Outcome Indicator		Quantity 0	Unit	
Lead Hazard Strategy	Affordable Housing	N/A	Affordable Housing - Rehabilitation of Existing Units		
	Start Year: 2020 End Year: 2024		Outcome: Affordability	Objective: Provide decent affordable housing	
	Description: Reduce the number of housing units with lead paint hazards through education, inspection, and rehabilitation.				
	Goal Outcome Indicator Homeowner housing rehabilitated		Quantity 15	Unit Household housing units	
Community Development Strategy Goal #1	Non-Housing Community Development	N/A	Community Development - Public Infrastructure		
	Start Year: 2020 End Year: 2024		Outcome: Availability/accessibility	Objective: Create suitable living environments	
	Description: Provide needed public infrastructure improvements in target lower- and moderate-income neighborhoods.				
	Goal Outcome Indicator Public facilities or Infrastructure Activities other than Low/Moderate Income Housing Benefit		Quantity 0	Unit Persons Assisted	
	Other		0	Public Facilities	

Goal	Category	Geographic Area*	Needs Addressed		Funding
Community Development Strategy Goal #2	Non-Housing Community Development	N/A	Community Development - Public Facilities		
	Start Year: 2020 End Year: 2024		Outcome: Availability/accessibility	Objective: Create suitable living environments	
	Description: Provide for new community facilities and improve the quality of existing community facilities to serve lower- and moderate-income neighborhoods.				
	Goal Outcome Indicator Other		Quantity 0	Unit Public facilities	
Community Development Strategy Goal #3	Non-Housing Community Development	N/A	Community Development - Public Services		
	Start Year: 2020 End Year: 2024		Outcome: Availability/accessibility	Objective: Create suitable living environments	
	Description: Provide needed community services to serve lower and moderate income residents.				
	Goal Outcome Indicator Public service activities other than low/moderate income housing benefit		Quantity 0	Unit Persons assisted	
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development – Economic Development		
	Start Year: 2020 End Year: 2024		Outcome: Availability/accessibility	Objective: Create suitable living environments	
	Description: Expand the City's economic base and promote greater employment opportunities.				
	Goal Outcome Indicator Businesses assisted		Quantity 6	Unit Businesses assisted	

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The following are estimated number of families per income category to whom the City will assist in providing affordable housing in the next five years.

1. Extremely low-income families: 0

2. Low-income families: 0

3. Moderate-income families: 15

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

Not applicable. The City does not own any public housing units or any other types of housing units.

Activities to Increase Resident Involvements

LACDA serves the City and provides Section 8 housing assistance to the residents. The City will continue to provide support services as requested by LACDA.

Housing Authority of County of Los Angeles (HACoLA) promotes resident's involvement through the Resident Councils. The role of a Resident Council (RC) is to improve the quality of life and resident satisfaction in self-help initiatives to enable residents to create a positive living environment for individuals and families living public housing. Resident Councils serve as the voice of the housing communities that elect them. They have their individual priority programs and goals depending upon the demographics, needs, and aspirations of their communities. Role of Resident Councils include:

Advisory Role: Act as an advisory board on matters such as neighbor conflict, community safety, sounding board for public housing policy issues, and to provide feedback on legislative issues.

Partnership Role: Act as partners with HACoLA both in intention and action to develop mutual trust and respect to address issues and work together collaboratively and effectively to: (1) resolve issues (2) problem solve (3) empower communities to take action for themselves.

Social Role: Encourage community solidarity through celebrations and parties, develop networking systems both in and outside the housing communities, and provide valuable service to the community through volunteerism.

Safe Environments Role: Play a significant role in creating safe environments in their communities, while encouraging resident participation in programs such as neighborhood watch and safety programs.

Is the public housing agency designated as troubled under 24 CFR part 902?

No.

Plan to remove the 'troubled' designation

This does not apply.

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

As defined by the Consolidated Plan regulations, a *barrier to affordable housing* is a public policy, such as land use controls, property taxes, zoning ordinances, building codes, fees and charges, growth limits, and other policies. To distinguish a barrier to affordable housing from an impediment to fair housing choice, is to think of a barrier as not unlawful necessarily (i.e., the lack of affordable housing stock, in and of itself, is a barrier to affordable housing).

Various factors may constrain or limit the City's ability to address its housing production needs, such as governmental regulations or environmental considerations. Market factors, including a change in interest rates or construction costs, may affect the feasibility of building housing or the affordability of housing to the community. Moreover, housing goals may at times conflict with the need to promote other important City goals, including open space or economic development.

This section will analyze three potential constraints to the production, maintenance, and improvement of housing in Monterey Park:

- Market factors – including the demand for housing, development costs, availability of financing, the price of land, and other factors affecting supply, cost, and affordability of housing;
- Governmental factors – including land use regulations, residential development standards, building codes, local fees and taxes, permit procedures, and other local policies; and
- Environmental factors – including the adequacy of infrastructure, public services, and water supply to support new development within the older and newer portions of the community.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

Although the City does not have control over several factors that present barriers to affordable housing, the City does implement many programs to help facilitate the construction of affordable housing and assist renters and homeowners.

The City implements various housing programs to reduce or modify development standards that add costs to constructing affordable housing. These may include modification of parking, open space, and other standards through administrative exceptions. Moreover, considerable fee reductions are offered in return for affordability agreements. Finally, developers of affordable housing are also able to secure density bonuses that work to increase the cash flow of a project and indirectly mitigate the cost of construction, land costs, Continue to encourage the development of adequate housing to meet the needs of extremely low-income households and persons with special needs (such as the elderly, victims of domestic violence, and the disabled).Support the County's efforts to maintain, and possibly to increase, the current level of Section 8 Housing Choice Voucher rental assistance through participation in lobbying efforts and support of County policies.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City's role and responsibility for homeless services and support as noted in the Strategic Plan Goals are collaborative in nature, as this is largely covered by outside agencies (i. e. Los Angeles Homeless Service Authority and the San Gabriel Valley Consortium on Homeless). The City relies on coordinated efforts with LAHSA to provide shelter opportunities; the East San Gabriel Valley Coalition for the Homeless to provide information, counseling, and referral services to homeless persons that reside in the City, Family Promise of San Gabriel Valley to provide emergency shelter services and social services for families with children, as well as other local agencies in providing services for homeless persons.

The Los Angeles Homeless Service Authority (LAHSA), a Joint Powers Authority (JPA), is the lead agency in the Los Angeles Continuum of Care and coordinates funds for programs providing shelter, housing, and services to homeless persons in Los Angeles County. LAHSA partners with the County of Los Angeles to integrate services and housing opportunities to ensure a wide distribution of service and housing options throughout the Los Angeles Continuum of Care. The City of Monterey Park is in SPA 3 and will continue to collaborate with LAHSA and other local agencies in providing services for homeless persons.

LAHSA conducts the Greater Los Angeles Homeless Count every year, as part of its mission "to support, create and sustain solutions to homelessness in the City and County of Los Angeles by providing leadership, advocacy, planning and management of program funding." Volunteers throughout Los Angeles County mobilize to conduct a count of both sheltered and unsheltered homeless people. Due to Los Angeles County's size and population, the Greater Los Angeles Homeless Count is the largest in the nation. Homeless counts are "Point-In-Time" counts over a designated period. Data from the count is critical to addressing the complexities of homelessness and planning how to best invest public resources, raise public awareness, identify the needs of homeless people and improve service delivery opportunities to prevent and eliminate homelessness in the region.

Addressing the emergency and transitional housing needs of homeless persons

Due to extremely limited CDBG funds, the City does not currently provide financial assistance to agencies assisting homeless individuals. However, the City will consider the accumulation of surplus or unexpended funds for future financial assistance to such agencies that provide emergency shelter and transitional housing programs for the homeless. In addition, the City has made it a priority to work closely with neighboring shelters throughout the year and during the Winter Shelter Program from December to March of each year. The Winter Shelter program is operated by both two nearest shelters: Bell Shelter and East San Gabriel Valley Coalition for the Homeless. The Bell Shelter also operates year-round, providing 210 shelter beds for the homeless and 64 beds for the homeless drug and alcohol program.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The City has collaborated with LAHSA, shelter providers, and the group home operators, such as MERCI Housing, in the past to provide services for homeless persons in the jurisdiction. For example, the Salvation Army Bell Shelter is one of the region's largest homeless shelters. The agency provides a homeless case management and life-skills program, which targets the chronically homeless population, serving as a point-of-entry into services for homeless persons. Program participants are identified and/or referred for services by the shelter, community partners, local churches, and schools. Participants complete an intake and assessment process that will be used to create individualized case plans and drive weekly case management. Participants will also receive life skills training offered on a variety of topics and assistance/tools needed to overcome barriers to employment. Housing and employment are generally the most critical but health and mental health issues are also addressed. Bell Shelter partners with other local programs as appropriate and works with emergency housing, transitional housing, and low-income permanent housing sources to help provide the most appropriate housing for individual clients.

Help low income individuals and families avoid becoming homeless, especially extremely low income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

As previously stated, the City is relying on coordinated efforts with LAHSA, the East San Gabriel Valley Coalition for the Homeless, Bell Shelter, and Family Promise of San Gabriel Valley to make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being

discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

In addition to the agencies previously mentioned, the City will continue to seek and work with local nonprofit agencies who provide emergency food, clothing, and referral services to low-income City residents; many of which are homeless or at-risk of homelessness.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The City undertakes a range of activities to address the problem of lead-based paint in housing, including outreach, assessment, and abatement. The City conducts housing inspection to determine if various types of housing are safe, sanitary, and fit for habitation.

When the City uses federal funds to perform rehabilitation work on a property, an assessment for lead-based paint hazards will be conducted. Appropriate action is taken to address the lead-based paint hazards based upon the level of investment.

The City will increase lead-based paint (LBP) awareness and abatement in its assisted housing programs. LBP awareness and abatement are key initiatives within the City's Housing Element and CDBG/HOME programs. The City's goal is to make certain that each tenant, landlord, and property owner is fully aware of the dangers, symptoms, and methods of testing, treatment, and prevention of LBP poisoning. The City will address the problem of LBP hazard by implementing the residential rehabilitation program for evaluating and reducing lead hazards during repair and renovation of older housing stock. All applicants eligible for services through the residential rehabilitation program receive the most updated version of the Environmental Protection Agency's (EPA) Protect Your Family from Lead in Your Home. When a property built before 1978 is approved for grant-funded repairs that may disturb lead-based paint, an inspection test is ordered. When containment and/or abatement are necessary, the homeowner is required to use a contractor certified in lead-safe work practices by the state of California. The City distributes information warning people about the need to maintain buildings, which may contain LBP, as well as other programs to encourage home maintenance, will further aid in mitigating LBP hazards in the City of Monterey Park. The City will adhere to Federal guidelines for reduction activities with LBP.

How are the actions listed above related to the extent of lead poisoning and hazards?

Through the Owner-Occupied Rehabilitation program, residents receive information and resources to address potential lead hazards. The City has taken a further step in acquiring the services of a Certified Lead Consultant to inspect for lead-based paint and soil, assess individual lead based paint risk, oversee and monitor lead-based paint hazard reduction and conduct a post-hazard reduction clearance test to ensure elimination of contamination.

How are the actions listed above integrated into housing policies and procedures?

Through both the Owner-Occupied Rehabilitation Program, described above, amelioration of lead hazard risks is an integral part of the program, including information, inspections, technical advice, and financial assistance for eligible participants.

The City uses the table below to ensure compliance with HUD's Consolidated Lead-Based Paint Regulations.

Requirements	< $5,000	$5,000 - $25,000	> $25,000

Requirements	< $5,000	$5,000 - $25,000	> $25,000
Approach to Lead Hazard Evaluation and Reduction	Do no harm	Identify and control lead hazards	Identify and abate lead hazards
Application to Program	Application reviewed and approved; agreement determines commitment	Application reviewed and approved; agreement determines commitment	Application reviewed and approved; agreement determines commitment
Scope of Work	Scope of work to determine if painted surfaces will be disturbed; begin to identify lead hazards	Scope of work to determine if painted surfaces will be disturbed; begin to identify lead hazards	Scope of work to determine if painted surfaces will be disturbed; begin to identify lead hazards
Notification	Lead hazard pamphlet; notification to buyers; notify of evaluation; notify of reduction	Lead hazard pamphlet; notification to buyers; notify of evaluation; notify of reduction	Lead hazard pamphlet; notification to buyers; notify of evaluation; notify of reduction
Lead Hazard Evaluation	Paint testing required by certified paint inspectors* or risk assessors* for surfaces disturbed during rehabilitation	Paint testing required by certified paint inspectors* for surfaces disturbed during rehabilitation; risk assessment on entire dwelling and soil	Paint testing required by certified paint inspectors* for surfaces disturbed during rehabilitation; risk assessment on entire dwelling and soil
Relocation Requirements	Relocation from work area	Relocation from unit may be required when extensive rehabilitation occurs in kitchens, bathrooms, etc.	Relocation from unit may be required when extensive rehabilitation. occurs in kitchens, bathrooms, etc.
IF LEAD IS PRESENT OR PRESUMED: Lead Hazard Reduction	Repair lead-based paint disturbed during rehabilitation and apply a new coat of paint; Safe Work Practices (SWP) that restrict types of paint removal methods, provide for occupant protection, and require cleaning after lead hazard reduction activities.	Interim Controls on lead-based paint include addressing friction and impact surfaces, creating smooth and cleanable surfaces, encapsulation, removing or covering lead-based paint and paint stabilization throughout unit; SWP	Abatement to lead-based paint involves permanently removing lead-based paint hazards, often through paint and component removal, and enclosure and interim controls on exterior surfaces not disturbed by rehabilitation; SWP
Clearance	Clearance testing on repaired surfaces by certified professional*	Clearance testing performed unit-wide and on soil	Clearance testing performed unit-wide and on soil
Options	Presume lead-based paint; SWP	Presume lead-based paint; use standard treatments	Presume lead-based paint; abate all applicable surfaces

Requirements	< $5,000	$5,000 - $25,000	> $25,000
Contractor Qualifications	SEP-contractors familiar with Safe Treatment Methods and Prohibited Treatment Methods	Interim Controls or Standard Treatments - accredited lead-based paint worker course or lead-based paint abatement supervisors course	Abatement contractors - trained and state-certified abatement supervisors and accredited lead abatement worker training
*Certified Paint Inspectors must successfully complete an Environmental Protection Agency (EPA) or state-accredited training program and receive state certification; Certified Risk Assessors must successfully complete an Environmental Protection Agency (EPA) or state-accredited training program, receive state certification, and have related experience.			

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

While the City has no control over many of the factors affecting poverty, it may be able to assist those living below the poverty line. The City supports other governmental, private, and non-profit agencies involved in providing services to low- and moderate-income residents and coordinates efforts with these groups where possible to allow for more efficient delivery of services.

During the Consolidated Plan period, the City will continue to implement its strategy to help impoverished families achieve economic independence and self-sufficiency. The City's anti- poverty strategy utilizes existing County job training and social service programs to increase employment marketability, household income, and housing options. As funds become available, the City will consider allocating CDBG funds to public service agencies that offer supportive services in the fight against poverty.

Improved employment opportunities are important in reducing the number of people living in poverty. The City addresses this issue by increasing resident's employability through training and increasing the number of higher paying local jobs. The City will coordinate with Mexican American Opportunity Foundation, Management Career Solutions, West San Gabriel WorkSource, and Asian Youth Center, and Chinatown Service Center in conjunction with the Employment Development Department, East Los Angeles Community College, and the County of Los Angeles Community Development Commission. These agencies provide job search services such as workshops, computer classes, phones, fax, computers with internet access, job leads, newspapers, and a resource library for job seekers aged 18 and above. Similarly, employers use some of these agencies to recruit and advertise job openings as well as for job fairs, bringing together top local companies and job seekers.

During the Consolidated Plan period, the City's Economic and Community Development Department will foster economic growth by encouraging economic development opportunities that result in:

1. A jobs/housing balance established through quality employment opportunities for residents;
2. An invigorated economic base through increased sales tax generation; and
3. Economic wealth by attracting external monies to the local economy.

As funding availability permits, the City will consider assistance to public agencies and nonprofit organizations providing neighborhood housing services, supportive services to the homeless, older adults with physical or mental impairment, the mentally ill, victims of domestic violence, and households with abused children, in addition to other services The City will also continue coordinating with public agencies providing job training, life skills training, lead poisoning prevention and remediation, and other community education programs.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

Due to limited CDBG and HOME funds, Monterey Park will seek additional grant funds to leverage the CDBG/HOME program and to coordinate with other public service agencies that offer supportive services in the fight against poverty. Many of these agencies also help with securing affordable housing.

The City will comply with Section 3 of the Housing and Community Development Act. Section 3 helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. This set of regulations require that to the greatest extent feasible, the City will provide job training, employment, and contracting opportunities for low- and very low-income residents in connection with housing and public construction projects.

Firms that accept City contracts for public services that are implemented using federal funds are encouraged to adopt affirmative hiring policy that gives local area hiring preferences.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

As the lead agency for the CDBG, and HOME programs, the Management Services Department ("Department") is continuously refining monitoring procedures to ensure that all projects have measurable outcomes. This refinement also allows assessment of progress toward the specified goals and objectives of the projects, as well as ensuring long-term compliance with all applicable program regulations and statutes. The Department understands that monitoring the Consolidated Plan and the annual activities must be carried out regularly to ensure that statutory and regulatory requirements are met and that, where appropriate, information submitted to HUD is correct and complete.

To ensure that the City's CDBG, and HOME programs further Consolidated Plan goals, the Department incorporates the Consolidated Plan's strategies, objectives, and activities into its work plan. The Agency will measure its achievement of Consolidated Plan goals by the same standards used to evaluate all programs and activities. The Department will continue to analyze operations and controls to determine whether risks are being identified and reduced, acceptable policies and procedures are being followed, established standards are being met, resources are used efficiently and economically, and that objects are achieved.

The Agency prepares documentation and reports as required by HUD, including the Consolidated Annual Performance and Evaluation Report (CAPER). Using a substantial citizen participation and consultation process, the CAPER describes each year's performance regarding Consolidated Plan strategies, objectives, actions, and projects.

As a condition of receiving HOME funds, recipients agree to maintain all HOME-assisted units as affordable housing and in compliance with local housing standards. A site visit is made to each development and multifamily rehabilitation project to conduct mandatory tenant file reviews and physical inspections.

Monitoring standards for HOME-assisted projects will be as follows:

- For projects where funds were committed prior to the publication of the 2013 HOME Final Rule on July 24, 2013, inspections and tenant file reviews will be conducted for the greater of 10 units or 10 percent of the total development units.
- For projects where funds were committed after the publication of the 2013 HOME Final Rule on July 24, 2013:projects with more than four HOME-assisted units, inspections and tenant file reviews will be conducted for at least 20 percent of the HOME-assisted units and at least one unit in every building; and projects with four or fewer HOME-assisted units, all the HOME-assisted units will be inspected and all tenant files will be reviewed.

All sampling is performed randomly. Tenant file reviews consist of evaluating documentation for eligibility and conformance to the affordability agreement.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Monterey Park's 2020-2021 Annual Action Plan is based on priorities established by the City's Five-Year Consolidated Plan. The 2020-2021 Annual Action Plan is the first year of the five-year strategy for 2020 through 2024. The Five-Year Consolidated Plan combines two Federal Department of Housing and Urban Development (HUD) Programs: Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME).

The City's Management Services Department, coordinates, manages plans, submits, and implements the process. The Department continues to be involved in activities which enhance the coordination between public and non-profit, private housing providers, and health and service agencies.

The 2020-2021 Annual Action Plan serves as the City's blueprint for providing decent affordable housing to lower-income households, providing suitable living environments, expanding economic opportunities, and expanding the capacity of nonprofit housing providers to the citizens of Monterey Park. This strategic plan sets forth goals, objectives, and performance benchmarks for measuring and establishing a framework for progress. This program year the City anticipates receiving a CDBG allocation of approximately $664,252 and approximately $344,931 in HOME funds.

The proposed plan includes the following initiatives under CDBG funding: General Administration, Section 108 Repayment, Small Business Assistance, and Fair Housing. The funds serve extremely low to moderate-income residents.

HOME funded activities include: General Administration, and Homeowner/Renter occupied Rehabilitation Program. The populations served are low to moderate-income residents.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	664,931	0	0	664,931	2,659,736	The Year 1 amount used is the 2020 amount. The expected amount for the remainder of the Con Plan is simply the Year 1 amount multiplied by 4. Also, the Program Income figure is zero, but changes in programming could potentially create Program Income. Prior Year resources listed are an estimate only based on existing resources and an approximation of expenditures to be made between the writing of the Con Plan and the end of the 2019 Program Year.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	344,931	0	0	344,931	1,339,724	The Year 1 amount used is the 2020 amount. The expected amount for the remainder of the Con Plan is simply the Year 1 amount multiplied by 4. Also, the Program Income figure is zero, but changes in programming could potentially create Program Income. Prior Year resources listed are an estimate only based on existing resources and an approximation of expenditures to be made between the writing of the Con Plan and the end of the 2019 Program Year.

Table 51 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Monterey Park and HUD share a mutual interest in leveraging HUD resources to the maximum extent possible to deliver high-quality affordable housing, neighborhood improvement programs, supportive services, and economic development.

Entitlement Funds

Leverage, in the context of CDBG funding, means bringing other local, state, and federal financial resources to maximize the reach and impact of the City's U.S. Department of Housing and Urban Development (HUD) funded programs. HUD, like many other federal agencies, encourages the recipients of federal monies to demonstrate that efforts are being made to strategically leverage additional funds to achieve greater results. Leverage is also a way to increase project efficiencies and benefit from economies of scale that often come with combining sources of funding for similar or expanded scopes. Funds will be leveraged if financial commitments toward the costs of a project from a source other than the originating HUD program are documented.

Other Federal Grant Programs

In addition to the entitlement dollars listed above, the federal government has several other funding programs for community development and affordable housing activities. These include: The Section 8 Housing Choice Voucher Program, Section 202, the Affordable Housing Program (AHP) through the Federal Home Loan Bank, and others.

It should be noted that in most cases the City would not be the applicant for these funding sources as many of these programs offer assistance to affordable housing developers rather than local jurisdictions.

State Housing and Community Development Sources

In California, the Department of Housing and Community Development (HCD) and the California Housing Finance Agency (CalHFA) administer a variety of statewide public affordable housing programs that help nonprofit affordable housing developers. Examples of HCD's programs include the Multifamily Housing Program (MHP), Affordable Housing Innovation Fund (AHIF), Building Equity and Growth in Neighborhoods Program (BEGIN), and CalHOME. Many HCD programs have historically been funded by one-time State bond issuances and, as such, are subject to limited availability of funding. CalHFA offers multiple mortgage loan programs, down payment assistance programs, and funding for the construction, acquisition, and rehabilitation of affordable ownership units. The State also administers the federal Low-Income Housing Tax Credit (LIHTC) program, a widely used financing source for affordable housing projects. As with the other federal and state grant programs discussed above, the

City would either must competitively apply or affordable housing developers could apply for funding through these programs for particular developments in the City.

County and Local Housing and Community Development Sources

There are a variety of countywide and local resources that support housing and community development programs. Some of these programs help local affordable housing developers and community organizations while others help directly to individuals. The Mortgage Credit Certificates (MCC) Program helps first-time homebuyers by allowing an eligible purchaser to take 20 percent of their annual mortgage interest payment as a tax credit against federal income taxes. The County administers the MCC Program on behalf of the jurisdictions, including Monterey Park.

The City will use its excess match carried over from prior years to fulfill its HOME match obligation. HOME regulations allow the excess match to be carried over and applied to future HOME project match liability.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City does not own land or property located within the jurisdiction that may be used to address the needs identified in the plan.

Discussion

Not Applicable.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Goals Summary Information

Goal	Category	Geographic Area	Needs Addressed		Funding
Housing Strategy Goal #1	Affordable Housing	N/A	Affordable Housing – Rental Assistance		CDBG $ 0 HOME $ 0
	Start Year: 2020 End Year: 2021		Outcome: Affordability	Objective: Provide decent affordable housing	
	Description: Expand affordable rental housing opportunities, particularly for low-income persons.				
	Goal Outcome Indicator Tenant-based rental assistance/Rapid Rehousing		Quantity Unit 0 Households assisted		
Housing Strategy Goal #2	Affordable Housing	N/A	Affordable Housing - Rehabilitation of Existing Units Affordable Housing – Production of New Units		CDBG $ HOME $ 258,699
	Start Year: 2020 End Year: 2021		Outcome: Affordability	Objective: Provide decent affordable housing	
	Description: Preserve existing rental and owner-occupied housing resources.				
	Goal Outcome Indicator Residential Rehabilitation		Quantity Unit 3 Household housing units		

Goal	Category	Geographic Area	Needs Addressed	Funding
Housing Strategy Goal #3	Affordable Housing	N/A	Affordable Housing – Production of new units	CDBG $ 0 HOME $ 0
	Start Year: 2020 End Year: 2021		Outcome: Affordability	Objective: Provide decent affordable housing
	Description: Increase affordable homeownership opportunities, particularly for low- and moderate-income persons.			
	Goal Outcome Indicator		Quantity Unit	
			0 Household Housing Units	
Homeless Strategy	Homeless	N/A	Homelessness - Outreach Homelessness - Emergency/Transitional Shelter Homelessness - Rapid Re-Housing Homelessness - Prevention	CDBG $ 0 HOME $ 0
	Start Year: 2020 End Year: 2021		Outcome: Availability/Accessibility	Objective: Create suitable living environments
	Description: Preserve and improve the supply of supportive housing and public services for the homeless and homelessness prevention services.			
	Goal Outcome Indicator		Quantity Unit	
	Public service activities other than Low/Moderate Income Housing Benefit		0 Persons assisted	
	Homeless Person Overnight Shelter		0 Persons assisted	
	Homelessness Prevention		0 Persons assisted	
Special Needs Strategy	Non-Homeless Special Needs	N/A	Community Development - Public Services	CDBG $ 0 HOME $ 0 0
	Start Year: 2020 End Year: 2021		Outcome: Availability/Accessibility	Objective: Create suitable living environments
	Description: Provide supportive services for special needs populations.			
	Goal Outcome Indicator		Quantity Unit	
	Public service activities other than low/moderate income housing benefit		0 Persons assisted	
Fair Housing Strategy	Non-Housing Community Development	N/A	Community Development - Public Services	CDBG $ 25,000 HOME $ 0
	Start Year: 2020 End Year: 2021		Outcome: Availability/Accessibility	Objective: Create suitable living environments

Goal	Category	Geographic Area	Needs Addressed	Funding
	Description: Continue to implement the Fair Housing laws by providing funding for further fair housing.			
	Goal Outcome Indicator Public service activities other than low/moderate income housing benefit		Quantity Unit 500 Persons assisted	
Community Development Strategy Goal #1	Non-Housing Community Development	N/A	Community Development - Public Infrastructure	CDBG $ 0 HOME $ 0
	Start Year: 2020 End Year: 2021		Outcome: Availability/accessibility	Objective: Create suitable living environments
	Description: Provide needed public infrastructure improvements in target lower- and moderate-income neighborhoods.			
	Goal Outcome Indicator Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit Other		Quantity Unit 0 Persons assisted 0 Public facilities	
Community Development Strategy Goal #2	Non-Housing Community Development	N/A	Community Development - Public Facilities	CDBG $ 0 HOME $ 0
	Start Year: 2020 End Year: 2021		Outcome: Availability/accessibility	Objective: Create suitable living environments
	Description: Provide for new community facilities and improve the quality of existing community facilities to serve lower- and moderate-income neighborhoods.			
	Goal Outcome Indicator Other		Quantity Unit 0 Public facilities	
Community Development Strategy Goal #3	Non-Housing Community Development	N/A	Community Development - Public Services	CDBG $ 0 HOME $ 0
	Start Year: 2020 End Year: 2021		Outcome: Availability/accessibility	Objective: Create suitable living environments
	Description: Provide needed community services to serve lower and moderate-income residents.			
	Goal Outcome Indicator		Quantity Unit	

Goal	Category	Geographic Area	Needs Addressed	Funding
	Public service activities other than low/moderate income housing benefit		0 Persons assisted	
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development	CDBG $ 506,402 HOME $ 0
	Start Year: 2020 End Year: 2021		Outcome: Availability/accessibility	Objective: Create suitable living environments
	Description: Expand the City's economic base and promote greater employment opportunities.			
	Goal Outcome Indicator Businesses Assisted Repayment of Section 108 loan		Quantity Unit 2 Businesses Assisted	

Table 54 – Goals Summary

Projects

AP-35 Projects – 91.220(d)

Introduction

The Action Plan focuses on activities to be funded with the two federal entitlement grants CDBG and administered by the Department of Housing and Urban Development (HUD). Housing and community development needs in the City are extensive and require the effective and efficient use of limited funds. HUD allocates CDBG and HOME funding to eligible jurisdictions on a formula basis, using factors such as population, income distribution, and poverty rate.

CDBG Program - CDBG is an annual grant to cities to assist in the development of viable communities by providing decent housing, a suitable living environment, and expanded economic opportunities, principally to persons of low-and moderate-income. There is a wide range of activities that are eligible under CDBG Programs. CDBG grantees are responsible for ensuring that each eligible activity meets one of three national objectives:

1. Benefiting low and moderate income persons;
2. Aid in the prevention or elimination of slums or blight; and
3. Meet an urgent need that the grantee is unable to finance on its own.

The City is anticipating receiving approximately $664,252 in PY 2020-2021 CDBG funds. The City will be using approximately $0 carryover from prior years.

HOME Program - HOME funds are awarded annually as formula grants to participating jurisdictions (PJs) The program's flexibility allows local governments to use HOME funds for grants, direct loans, loan guarantees or other forms of credit enhancement, rental assistance or security deposits. HOME is designed to create affordable housing to low-income households. The program was designed to reinforce several important values and principles of community development.

The City is anticipating receiving approximately $344,931 in PY 2020-2021 HOME funds. The City will be using approximately $0 in carryover funds from prior years.

Projects

#	Project Name
1	Repayment of Section 108 Loan
2	Fair Housing
3	CDBG Administration
4	Small Business Assistance Program
5	HOME Administration
6	Residential Rehabilitation

Table 52 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Based on the Strategic Plan, the City is allocating a majority of its non-administrative CDBG and HOME funds for program year 2020-2021 to projects and activities that benefit low- and moderate-income people throughout the City.

The primary obstacles to meeting the underserved needs of low- and moderate-income people include lack of funding from federal, state, and other local sources and the high cost of housing that is not affordable to low-income residents. The projects selected for funding represent programs designed to meet needs identified as high within the consolidated plan. Funding is limited, so not all projects requesting funding were able to be funded. The City strives to have a broad spectrum of programs to meet the needs of as many populations throughout Monterey Park as possible.

Project Summary Information

Table 9 – Project Summary

1	**Project Name**	Homeowner/Renter Rehabilitation Program
	Target Area	Citywide
	Goals Supported	Housing Strategy Goal #2
	Needs Addressed	Affordable Housing - Rehab of Existing Units
	Funding	HOME: $258,699
	Description	Homeowner/Renter Rehabilitation Program.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	3
	Location Description	Citywide
	Planned Activities	This program provides deferred loans/grants to qualified homeowners/renters for rehab on their properties. The loan is due and payable when title is transferred, or property is refinanced or sold. The property must be brought up to certain housing standards as part of the rehab assistance. Qualified households must have an annual income at or less that 80% of the area median income.
2	**Project Name**	Fair Housing
	Target Area	Citywide
	Goals Supported	Fair Housing Strategy

	Needs Addressed	Community Development – Public Services
	Funding	CDBG: $25,000
	Description	HRC will assist the City in taking actions to affirmatively further fair housing. HRC will handle housing discrimination complaints or tenant/landlord counseling.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	500
	Location Description	Citywide
	Planned Activities	HRC will assist the City in taking actions to affirmatively further fair housing. HRC will handle housing discrimination complaints or tenant/landlord counseling.
3	**Project Name**	CDBG Administration
	Target Area	Citywide
	Goals Supported	Planning and Administration
	Needs Addressed	N/A
	Funding	CDBG: $132,850
	Description	CDBG Administration.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide
	Planned Activities	The project is a priority because it is necessary for the proper administration of the CDBG

		program including oversight of the subrecipients and implementation of the citizen participation process.
4	**Project Name**	HOME Administration
	Target Area	Citywide
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	HOME: $86,232
	Description	HOME Administration.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide
	Planned Activities	This project is a priority because it is necessary for the proper administration of the HOME program including oversight of the CHDO projects and implementation of the citizen participation process.

5	**Project Name**	Repayment of Section 108 Loan
	Target Area	Citywide
	Goals Supported	Economic Development
	Needs Addressed	Community Development – Economic Development
	Funding	CDBG: $489,868
	Description	Repayment of Section 108 Loan. The project involves the repayment of a Section 108 Loan Guarantee for the Monterey Park Market

		Place Shopping Center and acquisition.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	
	Planned Activities	This project is a priority because there is a need to pay the debt obligation for the Section 108 loan in connection with the Monterey Park Market Place Shopping Center and Acquisition.

6	**Project Name**	Economic Development
	Target Area	Citywide
	Goals Supported	Economic Development
	Needs Addressed	Community Development – Economic Development
	Funding	CDBG: $16,534
	Description	Small Business Assistance Program and/or Commercial Façade Program
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	
	Planned Activities	This project is a priority because of Covid-19.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Not applicable. The City has not established specific target areas to focus the investment of CDBG funds.

Geographic Distribution

Target Area	Percentage of Funds

Table 53 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City seeks to disburse federal entitlement dollars strategically within low-and moderate-income (LMI) census tracts; however, no specific neighborhoods are targeted for expenditure of funds. Investments in public facilities and services serving special needs populations and primarily low- and moderate-income persons will be made throughout the City. The City will evaluate each eligible project and program based on urgency of needs, availability of other funding sources and financial feasibility. Residential rehabilitation assistance will be available to income-qualified households citywide.

Discussion

Unless otherwise specified, all the City's HUD-funded housing and community development programs are generally available to eligible low- and moderate-income persons citywide. To prevent the concentration of low-income persons, City housing programs are marketed and available throughout the City. The programs are not directed to any one geographical area but rather the extremely low- to moderate-income (0 to 80 percent of the MFI) persons and families. The City wants to promote a balanced and integrated community and is committed to helping throughout the City.

An area benefit is an activity that meets the identified needs of low- and moderate-income persons residing in an area where at least 51 percent of the residents are low- and moderate-income persons. The benefits of this type of activity are available to all persons in the area regardless of income. The City seeks to disburse federal entitlement dollars strategically within low-and moderate-income (LMI) census tracts; however, no specific neighborhoods are targeted for expenditure of funds. Investments in public facilities and services serving special needs populations and primarily low- and moderate-income persons will be made throughout the City. The City will evaluate each eligible project and program based on urgency of needs, availability of other funding sources and financial feasibility. Residential rehabilitation assistance will be available to income-qualified households citywide.

HUD provides estimates of the number of persons that can be considered Low-, Low- to Moderate-, and Low-, Moderate-, and Medium-income persons based on special tabulations of data from the 2011–

2015 ACS five-year estimates. LMI percentages are calculated at various principal geographies provided by the Census Bureau. Because timely use of this data is required by regulation, any changes to the City's existing service area boundaries would need to be approved by the City Council. Each year, through the adoption of the City's Annual Action Plan, the City Council approves the service area boundaries as the City's official low- and moderate-income "Target Areas" and "Deteriorating Areas".

The City has traditionally used 100 percent of its CDBG resources to benefit these special areas and/or to operate programs available exclusively to low- and moderate-income people (whereas HUD regulations only require a minimum 70 percent low/mod benefit level for CDBG activities). To continue to achieve this high ratio of low/mod benefit for its CDBG resources, and because of the compelling need to assist these special areas, the City will continue to direct CDBG resources to these special geographic areas.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The tables below delineate the affordable housing goals by population type and program type for FY 2020-21. The City will utilize several programs to achieve these goals.

One Year Goals for the Number of Households to be Supported	
Non-Homeless	500
Total	500

Table 54 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	3
Acquisition of Existing Units	0
Total	3

Table 55 - One Year Goals for Affordable Housing by Support Type

Discussion

Based on the Strategic Plan, the City is allocating 100 percent of its non-administrative CDBG funds for program year 2020-2021 to projects and activities that benefit low- and moderate-income people.

AP-60 Public Housing – 91.220(h)

Introduction

There are no public housing units in the City. The Los Angeles County Development Authority (LACDA) provides rental unit assistance to City residents through the Federal Section 8 Voucher program. The primary objective of this program is to assist low-income (0-50 percent of Median Income) individuals and households in making rents affordable. The following tables are based on the number of public housing and Section 8 Housing Choice Vouchers (HCV) offered by LACDA in their unincorporated areas and the cities in Los Angeles County that do not have their own Housing Authority. There is a total of 21,087 Vouchers provided to County residents of which 1,138 are assigned to the elderly, 184 to homeless individuals, and 534 to disabled individuals. Specifically, Monterey Park annually receives approximately 432 housing vouchers. The largest percentage of Voucher recipients, outside of Whites, is African American individuals.

Actions planned during the next year to address the needs to public housing

There are no public housing units in the City of Monterey Park; therefore, this section does not apply.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

LACDA manages a resident engagement process with their public housing. However, there is no public housing in the City.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

There is no public housing authority in the City of Monterey Park. The City relies on the County of Los Angeles Housing Authority, to address public housing needs and OCHA is not designated as troubled.

Discussion

See discussion above.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City is located within the Los Angeles Homeless Services Authority (LAHSA) Continuum. The continuum provides oversight of federal homeless assistance dollars and collaborates with local communities to provide the best service to our residents who are homeless. The Los Angeles Continuum conducts quarterly community meetings and the public is invited. However, for the 2020-21 program year, and for the foreseeable future, the City of Monterey Park will not receive enough funds from HUD to address the needs of the homeless. The City of Monterey Park will continue to participate in LAHSA's annual homeless count to identify the needs in the community. The Community Service Bureau of the Monterey Park Police Department has dedicated employees who reach out to the homeless individuals in the community guiding them to the regional services provided by LAHSA.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City will continue its efforts in the prevention and reduction of homelessness by supporting the LAHSA and its outreach programs and providing referrals to public assistance programs offered by the County. If additional CDBG funds become available, the City will reconsider funding public service agencies that assist in the prevention and reduction of homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City will continue its efforts in addressing the by collaborating with agencies that provide shelter for the homeless. If additional CDBG funds become available, the City will reconsider funding public service agencies that assist in the emergency shelter and transitional housing needs of homeless persons.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City will continue its efforts in helping homeless persons make the transition to permanent housing and independent living by collaborating with agencies that provide shelter for the homeless. The City will also provide referrals to public assistance programs offered by other agencies to aid in preventing the recently homeless from becoming homeless again.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City will continue its efforts in helping low-income individuals and families avoid becoming homeless. The City will also provide referrals to public assistance programs offered by other agencies in the County.

Discussion

Please see above.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Constraints to the provision of adequate and affordable housing can be posed by market, governmental, infrastructure and environmental factors. These constraints may result in housing that is not affordable to low- and moderate- income households or may render residential construction economically infeasible for developers. Constraints to housing production significantly impact households with lower incomes and special needs.

Lack of Affordable Housing Funds: The availability of funding for affordable housing has been severely affected by the dissolution of redevelopment in California. Although there are other funding sources for affordable housing such as four percent and nine percent Low Income Housing Tax Credits, HOME, CalHOME, and the Multifamily Housing Program, it is unclear if additional affordable housing projects can be financed since affordable housing projects typically require multiple funding sources. The City is proactive in considering and seeking additional funding sources that will facilitate the construction of affordable housing, development of jobs, and improvement of the quality of life.

Environmental Protection: State law (California Environmental Quality Act, California Endangered Species Act) and federal law (National Environmental Protection Act, Federal Endangered Species Act) regulations require environmental review of proposed discretionary projects (e.g., subdivision maps, use permits, etc.). Costs resulting from the environmental review process may also add to the cost of housing.

Local Residential Development Policies and Regulations: Some portions of the City are subject to development constraints due to the presence of hillsides, seismic hazards, or other special circumstance. These constraints affect the development of all housing, not just affordable housing. The City has revised the General Plan and updated the zoning ordinance to facilitate the provision of affordable housing and sustainable development.

Planning and Development Fees: Development fees and taxes charged by local governments also contribute to the cost of housing. Application processing fees in the City of Monterey Park have not been increased since 2010 and are currently being updated.

Permit and Processing Procedures: The processing time required to obtain approval of development permits is often cited as a contributing factor to the high cost of housing. Unnecessary delays add to the cost of construction by increasing land holding costs and interest payments.

State Prevailing Wage Requirements: The State Department of Industrial Relations (DIR) expanded the kinds of projects that require the payment of prevailing wages. Prevailing wage adds to the overall cost of development.

Davis-Bacon Prevailing Wages: A prevailing wage must be paid to laborers when federal funds are used to pay labor costs for any project over $2,000 or on any multi-family project over eight units. The prevailing wage is usually higher than competitive wages, raising the cost of housing production and rehabilitation activities. Davis-Bacon also adds to housing costs by requiring documentation of the prevailing wage compliance.

In general, residential developers interviewed for the 2014-21 Housing Element update and the preparation of this Consolidated Plan reported that the City's public policies are not a constraint to new housing production.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Affordable Housing Development Incentives

The City addresses the regional need for more affordable housing through support for the development of new housing units, to increase the supply of affordable housing in the City. For-profit and non-profit housing developers play an important role in providing affordable housing. The City provides financial assistance through participation in the HOME and CDBG programs and offers a variety of development incentives to encourage affordable housing development, such as:

- Continue to implement land use policy that encourages new housing development and affordable housing through density bonuses.
- Assist in the development of new affordable housing units during the 2014-2021 Housing Element through the provision of technical assistance.
- Explore ways to expedite affordable housing developments through the Design Review Board process.
- Investigate and develop list of available incentives/concessions for affordable development within 3 years of adoption of the Housing Element.
- Explore funding available through County of Los Angeles CDC, HCD, and HUD at the request of interested developers. Potential funding programs may include single- and multi-family housing rehabilitation programs and homeownership programs administered by HCD.
- Evaluate and assess residual property taxes distribution under the Redevelopment Dissolution Laws and consider setting aside a portion into an Affordable Housing Fund to assist in development of new units affordable to lower-income households.
- Continue to encourage the development of adequate housing to meet the needs of extremely low-income households and persons with special needs (such as the elderly, victims of domestic violence, and the disabled).
- Continue to facilitate housing opportunities for special needs persons by allowing emergency

shelters as a permitted use in the Industrial Zone.

The responsible agency is the City's Community and Economic Development Department, and the funding source will be the departmental budget.

Section 8 Rental Assistance

Renter overpayment is a significant issue in Monterey Park, as in all Southern California. The City addresses this need through support for efforts to increase Section 8 Housing Choice Voucher funding.

There are no public housing units in the City. The Los Angeles County Development Authority (LACDA) provides rental unit assistance to City residents through the Federal Section 8 Voucher program. The primary objective of this program is to assist low-income (0-50 percent of Median Income) individuals and households in making rents affordable. The following tables are based on the number of public housing and Section 8 Housing Choice Vouchers (HCV) offered by LACDA in their unincorporated areas and the cities in Los Angeles County that do not have their own Housing Authority. There is a total of 21,087 Vouchers provided to County residents of which 1,138 are assigned to the elderly, 184 to homeless individuals, and 534 to disabled individuals. Specifically, Monterey Park annually receives approximately 432 housing vouchers. The largest percentage of Voucher recipients, outside of Whites, is African American individuals.

The Housing Choice Voucher Rental Assistance program extends rental subsidies to very low-income households, as well as elderly and disabled persons. The subsidy represents the difference between 30 percent of the monthly income and the allowable rent determined by the Housing Choice voucher program. The HACoLA coordinates Housing Choice Voucher rental assistance on behalf of the City.

AP-85 Other Actions – 91.220(k)

Introduction:

The City of Monterey Park will provide for a variety of actions that will take place during the next year to address obstacles to meeting underserved needs, foster and maintain affordable housing, evaluate and reduce the number of housing units containing lead-based paint hazards, reduce the number of poverty-level families develop institutional structure, enhance coordination between public and private agencies. This section discusses the City's underserved needs and institutional structure for delivering housing and community development activities.

Actions planned to address obstacles to meeting underserved needs

Efforts to address obstacles to meeting underserved needs will include:

- The City will obtain data from the Housing Authority of the County of Los Angeles on the number of Section 8 households assisted by race, ethnicity, age, and disability status. The City will compare who is being served to the demographic characteristics of the community. In this way, the City will be able to estimate more precisely underserved populations.
- The City will encourage and support the efforts of the Housing Authority of the County of Los Angeles to seek additional Section 8 Housing Choice Vouchers.
- The City will encourage and support the efforts of non-profit housing development corporations to seek funding from federal, state, and local sources for special needs housing.

Actions planned to foster and maintain affordable housing

Monterey Park's annual CDBG and HOME entitlement allocations are limited. The City's HOME rehabilitation program assists with fostering and maintaining affordable housing to low- and moderate-income individuals and families with their housing needs. Another important element in the City's approach to decent housing is the use of Section 8 Rental Vouchers administered through the County of Los Angeles Housing Authority.

Actions planned to reduce lead-based paint hazards

The City will increase lead-based paint (LBP) awareness and abatement in its assisted housing programs. LBP awareness and abatement are key initiatives within the City's Housing Element and CDBG/HOME programs. The City's goal is to make certain that each tenant, landlord, and property owner is fully aware of the dangers, symptoms, and methods of testing, treatment, and prevention of LBP poisoning. The City will address the problem of LBP hazard by implementing the residential rehabilitation program for evaluating and reducing lead hazards during repair and renovation of older housing stock. All applicants eligible for services through the residential rehabilitation program receive the most updated version of the Environmental Protection Agency's (EPA) Protect Your Family from Lead in Your Home. When a property built before 1978 is approved for grant-funded repairs that may disturb lead-based

paint, an inspection test is ordered. When containment and/or abatement are necessary, the homeowner is required to use a contractor certified in lead-safe work practices by the state of California. The City distributes information warning people about the need to maintain buildings, which may contain LBP, as well as other programs to encourage home maintenance, will further aid in mitigating LBP hazards in the City of Monterey Park. The City will adhere to Federal guidelines for reduction activities with LBP.

Actions planned to reduce the number of poverty-level families

While the City has no control over many of the factors affecting poverty, it may be able to assist those living below the poverty line. The City supports other governmental, private, and non-profit agencies involved in providing services to low- and moderate-income residents and coordinates efforts with these groups where possible to allow for more efficient delivery of services.

During the Consolidated Plan period, the City will continue to implement its strategy to help impoverished families achieve economic independence and self-sufficiency. The City's anti- poverty strategy utilizes existing County job training and social service programs to increase employment marketability, household income, and housing options. As funds become available, the City will consider allocating CDBG funds to public service agencies that offer supportive services in the fight against poverty.

Improved employment opportunities are important in reducing the number of people living in poverty. The City addresses this issue by increasing resident's employability through training and increasing the number of higher paying local jobs. The City will coordinate with Mexican American Opportunity Foundation, Management Career Solutions, West San Gabriel WorkSource, and Asian Youth Center, and Chinatown Service Center in conjunction with the Employment Development Department, East Los Angeles Community College, and the County of Los Angeles Community Development Commission. These agencies provide job search services such as workshops, computer classes, phones, fax, computers with internet access, job leads, newspapers, and a resource library for job seekers aged 18 and above. Similarly, employers use some of these agencies to recruit and advertise job openings as well as for job fairs, bringing together top local companies and job seekers.

During the Consolidated Plan period, the City's Economic and Community Development Department will foster economic growth by encouraging economic development opportunities that result in:

4. A jobs/housing balance established through quality employment opportunities for residents;
5. A jobs/housing balance established through quality employment opportunities for residents;
6. Economic wealth by attracting external monies to the local economy.

As funding availability permits, the City will consider assistance to public agencies and nonprofit organizations providing neighborhood housing services, supportive services to the homeless, older adults with physical or mental impairment, the mentally ill, victims of domestic violence, and

households with abused children, in addition to other services The City will also continue coordinating with public agencies providing job training, life skills training, lead poisoning prevention and remediation, and other community education programs.

Actions planned to develop institutional structure

The City's Management Services Department is the key department involved in the 5-year Consolidated Plan and Annual Action Plan process. The Management Services Department is responsible for administration of the CDBG and HOME programs, including the Annual Action Plan, CAPER, and program monitoring.

Additionally, the City will focus on:

- Strengthening the working relationship with the Housing Authority of the County of Los Angeles by providing input to and coordinating with that organization. Efforts to strengthen the institutional structure will involve review of the five-year and annual plans of the Housing Authority of the County of Los Angeles, encouraging the Authority to conduct outreach to local landlords, providing information to the Authority on the location of housing suitable for disabled persons, and other similar considerations.
- Developing a working alliance with private institutions such as local lenders and associations of Realtors. Local lenders may be a source of referrals for applicants to the Residential Rehabilitation Program. Local associations of Realtors may help the City to develop ways of increasing homeownership among all populations.

Actions planned to enhance coordination between public and private housing and social service agencies

The City has developed an inventory of public and private housing, health, and social services agencies. The City regularly updates the inventory and maintains a point of contact for each agency. Additionally, the City will obtain the agency-specific 5-Year Consolidated and 1-Annual Action Plans and maintain these plans in a resource binder to facilitate coordination in future program years.

Discussion:

See discussion above.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   The City does not use HOME funds in any other manner than those described in Section 92.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   In PY 2020-2021, the City does not plan to use HOME funds for homebuyer down payment assistance. However, some homebuyers that were assisted in prior years may decide to sell their homes during the upcoming program year. In that event, the City will enforce the resale and recapture guidelines.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   Not applicable since the City will not implement any HOME assisted homebuyer activities.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The City has no plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds.

Appendix - Alternate/Local Data Sources

City Council Staff Report

DATE: August 5, 2020

AGENDA ITEM NO: **New Business Agenda Item 5-A**

TO: Honorable Mayor and Members of the City Council

FROM: Diana Garcia, City Librarian

SUBJECT: Consideration and possible action to introduce and waive first reading of an Ordinance amending Monterey Park Municipal Code ("MPMC") § 2.80.060 to change the date the Bruggemeyer Library Board of Trustees must submit its annual report to the City Council

RECOMMENDATION:

It is recommended that the City Council:

1. Introduce and waive first reading of the Ordinance; or
2. Alternatively, take such additional related action that may be desirable.

EXECUTIVE SUMMARY:

The draft Ordinance proposes changing the date the Library Board of Trustees must submit its annual report to the City Council to coincide with the date this same information must be submitted to the State Librarian.

BACKGROUND & DISCUSSION:

The State Library annually collects public library statistics throughout the state via the Public Libraries Survey ("PLS"). The data/information collected through the PLS provides information that policymakers and practitioners can use to make informed decisions about the support and strategic management of libraries. Specifically, this data includes information about library visits, circulation, size of collections, public service hours, staffing, electronic resources, operating revenues and expenditures and number of service outlets. The PLS is collected annually; typically, in November of each year.

MPMC § 2.80.060 requires that the Library Board of Trustees submit a "report" to the City Council and the state librarian on the condition of the library not later than August 31st of each year. Per MPMC § 2.80.060, the report must contain substantially the same information required by the PLS. A sample PLS is attached to this staff report.

Respectfully submitted and prepared by:

By: _____
Diana Garcia,
City Librarian

Approved by:

_____
Ron Bow, City Manager

Reviewed by:

_____
Natalie C. Karpeles, Deputy City Attorney

ATTACHMENTS:

1. Sample Public Libraries Survey and Instructions
2. Ordinance

ATTACHMENT 1

Sample Public Libraries Survey and Instructions

California STATE LIBRARY
FOUNDED 1850
PRESERVING OUR HERITAGE, SHAPING OUR FUTURE

CALIFORNIA PUBLIC LIBRARY SURVEY FY 18/19
INSTRUCTIONS

These instructions are written to assist you in filing this year's California Public Library Report with the California State Library. The report incorporates data elements requested by the Public Library Statistics Cooperative coordinated by the Institute of Museum and Library Services.

In financial sections, report whole dollars only, omit cents.

Enter "0" if the entry is zero. If a figure is unknown, check the "unavailable" box. This will insert a "-1" in the data field. Do not repeat last year's figure if the figure for this year is unknown.

If an exact figure is not available but the amount is known to be greater than zero, please enter an estimate of the amount.

There are edit check functions on many data elements. If you enter an amount that is significantly different than the previous year, for instance, you will receive an error. Please verify the accuracy of your entry, and if it is correct, make a note explaining the difference by clicking on the notepad icon to the left of the the data entry box.

☐	**3.1 Local Government (all sources)**	
☐	**3.2 State Funds (e.g. CLSA, PLF, ELLI, etc.)**	
☐	**3.3 Federal Funds (e.g. LSTA or other)**	
☐	**3.4 All Other Operating Income**	
☐	**3.5 Total Operating Income**	
☐	**3.6 CA Literacy Services**	

The due date for completion of this year's annual report is Friday, November 1, 2019.

Section 1: Directory and Administrative Information

Your directory information, as it currently exists in our files, is provided. Please review this data and make updates or corrections. Please notify CSL for major address changes only.

1.5
Courtesy Title. Ms., Mr., or Dr.

1.6 – 1.9
Director. Name and title of library director. Please enter the name and title of the person with direct overall administrative responsibility for the library.

1.10 – 1.13
Street Address. (CSL only) Street address of main library or headquarters, including city, ZIP and ZIP+4.

NOTE: Please notify us of major changes only to the address for an obvious error or when a completely new address is needed.

1.14 – 1.17
Mailing Address. (CSL only) Mailing address or Post Office Box, including city, ZIP and ZIP+4 for mailing. The street address is repeated if it is the same as the mailing address.

NOTE: Please notify us of major changes only to the address for an obvious error or when a completely new address is needed.

1.18
Public phone. Telephone number, with area code, by which the general public can reach the library administration during business hours whether the library is actually open for public service or not. Number will be published, so it should be one appropriate for public use. Do not report only an unstaffed answering machine number.

1.19
Reference Phone. Telephone number, with area code, by which the general public can reach the library's public service desk during hours the library is regularly open. Number will be published.

1.20
TDD for Deaf. Phone number of telecommunications devices for deaf patrons, if available.

1.21
Library Director's Email Address. Enter the e-mail address that State Library staff can use to communicate with the library director. It will not be published or re-distributed.

1.22
Library's Public Email Address. The e-mail address that other libraries should use for general library electronic mail access to your library.

1.23
Library's Web Address. The full Web address by which the library can be accessed on the Internet.

1.24
Name of person completing this survey. Name of person completing the survey. Person should be able to answer questions in regard to responses.

1.25
Phone # of person completing this survey. Phone number of the person completing the survey. Person should be able to answer questions in regard to responses.

1.26
E-mail address of person completing this survey. Email contact information for person completing the survey. Person should be able to answer questions in regard to responses.

Items 1.27-1.39 are filled by CSL only.

Section 2: Population and Outlets

2.1
Pop. of Legal Service Area. (This figure is pre-filled by CSL) Figure is based upon the California Dept. of Finance, Demographic Research Unit E-1 report issued each May 1st.
Adjustments made if necessary by CSL staff to reflect the boundary of each library service area.

2.2
Registered Users as of June 30. A registered user is a library user who has applied for and received an identification number or card from the public library that has established conditions under which the user may borrow library materials and gain access to other library resources.

NOTE: Files should have been purged within the past three (3) years.

2.3
Children Borrowers. Number of children registered with the library for circulation and other services, as of June 30 of the Report Year. Report individual rather than household registration. Files should have been purged at least once within the last three years. Children borrowers are those who receive a child/youth library card. Specific age can vary by library system.

Outlets

2.4
Main (Central) Library. If jurisdiction has a central or main library open for public service, enter "1". Do not report administrative headquarters if not open for public library service. If there is no central or main library then enter "0" (zero).

2.5
Number of Branch Libraries.
A branch library is an auxiliary unit of an administrative entity which has **at least all of the following**:

- Separate quarters
- An organized collection of library materials
- Paid staff
- Regularly scheduled hours open to the public.

2.6
Number of Bookmobiles. A traveling branch library. A bookmobile consists of at least all of the following:

- A Truck or van that carries an organized collection of library materials
- Paid staff
- Regularly scheduled hours for being open to the public.

Enter number of vehicles in public service, not number of stops made. Do not include non-public delivery vehicles or other library vehicles.

2.7
Total # of Outlets is automatically totaled.

2.8
Total Square Footage is automatically totaled from entries of square footage in the outlets section (Section 10).

Section 3: Library Income

Operating expenses
Report revenue used for operating expenditures as defined below. Include federal, state, local, or other grants. DO NOT include revenue for major capital expenditures, contributions to endowments, revenue passed through to another agency (e.g., fines), or funds unspent in the previous fiscal year (e.g., carryover). (Funds transferred from one public library to another public library should be reported by only one of the public libraries. The State Data Coordinator shall determine which library will report these funds.) Report whole dollars only (omit cents).

3.1
Local Government. This includes all local government funds designated by the community, district, or region and available for expenditure by the public library. Do not include the value of any contributed or in-kind services or the value of any gifts and donations, library fines, fees, or grants. Include contract payments from another jurisdiction for library services provided. Do not include state, federal, and other funds passed through local government for library use. Report these funds with state government revenue or federal government revenue, as appropriate.

NOTE: Significant funding provided by other local government agencies with the authority to levy taxes "on behalf of" the library should be included if the information is available to the reporting agency and if such funds are supported by documentation (such as certified budgets, payroll records, etc.).

3.2
State Funds. These are all funds distributed to public libraries by state government for expenditure by the public libraries, except for federal money distributed by the state. This includes funds from such sources as penal fines, license fees, and mineral rights. Includes CLLS literacy programs.

NOTE: If operating revenue from consolidated taxes is the result of state legislation, the revenue should be reported under state revenue (even though the revenue may be from multiple sources).

3.3
Federal Funds. This includes all federal government funds distributed to public libraries for expenditure by the public libraries, including federal money distributed by the state. Include funds from the federal Library Services and Technology Act (LSTA) program, or other federal programs.

3.4
All Other Operating Income. This is all operating income other than that reported under local, state, and federal (items #301, #302, and #303). Include, for example, monetary gifts and donations received in the current year, interest, library fines, fees for library services, or grants

from private sources. Do not include the value of any contributed or in-kind services or the value of any non-monetary gifts and donations.

3.6
CA Literacy Services This is pre-filled by CSL

Capital Revenue
Report all revenue to be used for major capital expenditures, by source of revenue. Include funds received for (a) site acquisition; (b) new buildings; (c) additions to or renovation of library buildings; (d) furnishings, equipment, and initial collections (print, non-print, and electronic) for new buildings, building additions, or building renovations; (e) computer hardware and software used to support library operations, to link to networks, or to run information products; (f) new vehicles; and (g) other one-time major projects. Exclude revenue to be used for replacement and repair of existing furnishings and equipment, regular purchase of library materials, and investments for capital appreciation. Exclude income passed through to another agency (e.g., fines), or funds unspent in the previous fiscal year (e.g., carryover). Funds transferred from one public library to another public library should be reported by only one of the public libraries. Report whole dollars only (omit cents). Note that the amounts reported for Total Capital Revenue and Total Capital Expenditures are not expected to be equal. Report federal, state, local, and other revenue to be used for major capital expenditures in the following categories:

3.7
Local government. Report all governmental funds designated by the community, district, or region and available to the public library for the purpose of major capital expenditures, except for state and/or federal money distributed by the local government.

3.8
State funds. Report all funds distributed to public libraries by state government for expenditure by the public libraries for the purpose of major capital expenditures, except for federal money distributed by the state.

3.9
Federal funds. Report federal governmental funds, including federal funds distributed by the state or locality, and grants and aid received by the library for the purpose of major capital expenditures.

3.10
Other capital income. Report private (non-governmental funds), including grants received by the library for the purpose of major capital expenditures.

Section 4: Library Expenditures

Operating expenditures are the current and recurrent costs necessary to support the provision of library services. Significant costs, especially benefits and salaries, that are paid by other taxing agencies (government agencies with the authority to levy taxes) "on behalf of" the library may be included if the information is available to the reporting agency. Only such funds that are supported by expenditure documents (such as invoices, contracts, payroll records, etc.) at the point of disbursement should be included. Do not report the value of free items as expenditures. Do not report estimated costs as expenditures. Do not report capital expenditures under this category. Report whole dollars only, omit cents. Include local, state, federal, and other funding sources.

Staff Expenditures

4.1

Salaries & Wages. This includes salaries and wages for all library staff (including plant operations, security, and maintenance staff) for the fiscal year. Include salaries and wages before deductions but exclude employee benefits. County libraries must include salary for County Librarian.

4.2

Employee Benefits. These are the benefits outside of salaries and wages paid and accruing to employees (including plant operations, security, and maintenance staff), regardless of whether the benefits or equivalent cash options are available to all employees. Include amounts for direct paid employee benefits including Social Security, retirement, medical insurance, life insurance, guaranteed disability income protection, unemployment compensation, worker's compensation, tuition, and housing benefits.

Collection Expenditures

This includes all operating expenditures from the library budget for all materials in print, microform, electronic, and other formats considered part of the collection, whether purchased, leased, or licensed. Exclude charges or fees for interlibrary loans and expenditures for document delivery.

4.4

Print Materials. Report all operating expenditures for the following print materials: books, serial backfiles, government documents, and any other print acquisitions (except current print serial subscriptions).

4.5

Print Serial Subscriptions. Expenditure for current print serials including newspapers, periodicals, annual reports, yearbooks, and proceedings.

4.6

Total Print Material Expenditures. This is auto-calculated sum of 4.4 and 4.5

4.7

Electronic Materials Expenditures. Report all operating expenditures for electronic (digital) materials. Types of electronic materials include e-books, audio and video downloadables, e-serials (including journals), government documents, databases (including locally mounted, full text or not), electronic files, reference tools, scores, maps, or pictures in electronic or digital format, including materials digitized by the library. Electronic materials can be distributed on magnetic tape, diskettes, computer software, CD-ROM, or other portable digital carrier, and can be accessed via a computer, via access to the Internet, or by using an e-book reader. Include expenditures for materials held locally and for remote materials for which permanent or temporary access rights have been acquired. Include expenditures for database licenses. [NOTE: Based on ISO 2789 definition.]

Note: Expenditures for computer software used to support library operations or to link to external networks, including the Internet, are reported under Other Operating Expenditures (data element #357).

4.8

Other Materials. Report all operating expenditures for other materials, such as microform, audio and video physical units, DVD, and materials in new formats.

4.9

Total Collection Expenditures. This is an auto-calculated total of 4.6, 4.7, and 4.8.

4.10

All Other Operating Expenditures. This includes all expenditures other than those reported for Total Staff Expenditures and Total Collection Expenditures.

NOTE: Include expenses such as binding, supplies, repair or replacement of existing furnishings and equipment; and costs of computer hardware and software used to support library operations or to link to external networks, including the Internet. Report contracts for services, such as costs of operating and maintaining physical facilities, and fees paid to a consultant, auditor, architect, attorney, etc.

Capital Expenditures

4.12

Total Capital Expenditures. Report major capital expenditures (the acquisition of or additions to fixed assets). Examples include expenditures for (a) site acquisitions; (b) new buildings; (c) additions to or renovation of library buildings; (d) furnishings, equipment, and initial book stock for new buildings, building additions, or building renovations; (e) library automation systems; (f) new vehicles; and (g) other one-time major projects. Include federal, state, local, or other revenue used for major capital expenditures. Only funds that are supported by expenditure documents (e.g., invoices, contracts, payroll records, etc.) at the point of disbursement should

be included. Estimated costs are not included. Exclude expenditures for replacement and repair of existing furnishings and equipment, regular purchase of library materials, and investments for capital appreciation. Exclude contributions to endowments, or revenue passed through to another agency (e.g., fines). Funds transferred from one public library to another public library should be reported by only one of the public libraries.

Section 5: Library Staff

Report figures as of the last day of the fiscal year. Include all positions funded in the library's budget whether those positions are filled or not.

5.1
Total count of persons employed. Total count of all persons employed in library and support services, funded in the library's budget, full-time and part- time, as of June 30, 2018. Each person employed counts as one, whether they are employed full or part time.

For the following categories, to ensure comparable data, 40 hours per week has been set as the measure of full-time employment (FTE). For example, 60 hours per week of part-time work by employees in a staff category divided by the 40-hour measure equals 1.50 FTEs.

5.2
ALA Librarians. FTE Librarians with master's degrees from programs of library and information studies accredited by the American Library Association.

5.3
FTE Total Librarians. Persons with the title of librarian who do paid work that usually requires professional training and skill in the theoretical or scientific aspects of library work, or both, as distinct from its mechanical or clerical aspect. This data element also includes ALA Librarians (Item 5.2)

5.4
All Other Paid Staff
This includes all other FTE employees paid from the reporting unit budget, including plant operations, security, maintenance staff.

5.5
Total Staff FTE. This is an auto-calculated sum of 5.3 and 5.4

5.6
Volunteers. FTE volunteer workers, average per week. Enter number of persons in Full Time Equivalents, not number of hours worked. A person who volunteers ten hours a week would be counted as .25 FTE, i.e., one quarter the time of a full-time person. This includes all persons who were not on the library's payroll but were providing a service to/for the library, volunteers, Friends and literacy volunteers.

Section 6: Library Collection

This section of the survey collects data on selected types of materials. It does not cover all materials (i.e., microforms, loose sheet music, maps, and pictures) for which expenditures are reported under Print Materials Expenditures, Electronic Materials Expenditures, and Other Materials Expenditures (data elements #353, #354, and #355).

Under this category report only items that have been purchased, leased or licensed by the library, a consortium, the state library, a donor or other person or entity. Included items must only be accessible with a valid library card or at a physical library location; inclusion in the catalog is not required. Do not include items freely available without monetary exchange. Do not include items that are permanently retained by the patron; count only items that have a set circulation period where it is available for their use. Count electronic materials at the administrative entity level; do not duplicate numbers at each branch.

6.1
Books Children Held as of June 30.
Total number of Children's Books held, June 30 of report year. Include cataloged and uncataloged print materials (number of items, not number of titles). Do not include serials, periodicals, or other formats.

6.2
Books Young Adult Held.
Total number of Young Adult books held, June 30 of report year. Include cataloged and uncatalogued print materials (number of items, not number of titles). Do not include serials, periodicals, or other formats. Should we put these beneath books held?

6.3
Print Materials
Report a single figure that includes the following: Books in print. Books are non-serial printed publications (including music scores or other bound forms of printed music, and maps) that are bound in hard or soft covers, or in loose-leaf format. Do not include unbound sheet music. Include non-serial government documents. Report the number of physical units, including duplicates. For smaller libraries, if volume data are not available, count the number of titles. Books packaged together as a unit (e.g., a 2-volume set) and checked out as a unit are counted as one physical unit.

6.4
Electronic Books. (See CSL Flowchart "Counting Electronic Items and Usage" for assistance) E-books are digital documents (including those digitized by the library), licensed or not, where searchable text is prevalent, and which can be seen in analogy to a printed book (monograph). E-books are loaned to users on portable devices (e-book readers) or by transmitting the contents to the user's personal computer for a limited time. Include e-books held locally and remote e-books for which permanent or temporary access rights have been acquired. Report

the number of electronic units, including duplicates, at the administrative entity level; do not duplicate unit count for each branch. E-books packaged together as a unit (e.g., multiple titles on a single ebook reader) and checked out as a unit are counted as one unit.

Report the number of units. Report only items that have been purchased, leased or licensed by the library, a consortium, the state library, a donor or other person or entity. Included items must only be accessible with a valid library card or at a physical library location; inclusion in the catalog is not required. Do not include items freely available without monetary exchange. Do not include items that are permanently retained by the patron; count only items that have a set circulation period where it is available for their use. Count electronic materials at the administrative entity level; do not duplicate numbers at each branch.

NOTE: For purposes of this survey, units are defined as "units of acquisition or purchase". The "unit" is determined by considering whether the item is restricted to a finite number of simultaneous users or an unlimited number of simultaneous users.

Finite simultaneous use: units of acquisition or purchase is based on the number of simultaneous usages acquired (equivalent to purchasing multiple copies of a single title). For example, if a library acquires a title with rights to a single user at a time, then that item is counted as 1 "unit"; if the library acquires rights to a single title for 10 simultaneous users, then that item is counted as 10 "units". For smaller libraries, if volume data are not available, the number of titles may be counted.

Unlimited simultaneous use: units of acquisition or purchase is based on the number of titles acquired. For example, if a library acquires a collection of 100 books with unlimited simultaneous users, then that collection would be counted as 100 "units".

6.5
Audio – physical units. These are materials circulated in a fixed, physical format on which sounds (only) are stored (recorded) and that can be reproduced (played back) mechanically, electronically, or both. Include records, audiocassettes, audio cartridges, audio discs (including audio CD-ROMs), audio- reels, talking books, and other sound recordings stored in a fixed, physical format. Do not include downloadable electronic audio files. Report the number of units, including duplicates. Items packaged together as a unit (e.g. two audiocassettes for one recorded book) and checked out as a unit are counted as one physical unit.

6.6
Audio – downloadable units. (See CSL Flowchart "Counting Electronic Items and Usage" for assistance) These are downloadable electronic files on which sounds (only) are stored (recorded) and that can be reproduced (played back) electronically. Audio – Downloadable Units may be loaned to users on portable devices or by transmitting the contents to the user's personal computer for a limited time. Include Audio – Downloadable Units for which permanent or temporary access rights have been acquired.

Report the number of units. Report only items that have been purchased, leased or licensed by the library, a consortium, the state library, a donor or other person or entity. Included items must only be accessible with a valid library card or at a physical library location; inclusion in the catalog is not required. Do not include items freely available without monetary exchange. Do not include items that are permanently retained by the patron; count only items that have a set circulation period where it is available for their use. Count electronic materials at the administrative entity level; do not duplicate numbers at each branch.

NOTE: For purposes of this survey, units are defined as "units of acquisition or purchase". The "unit" is determined by considering whether the item is restricted to a finite number of simultaneous users or an unlimited number of simultaneous users.

Finite simultaneous use: units of acquisition or purchase is based on the number of simultaneous usages acquired (equivalent to purchasing multiple copies of a single title). For example, if a library acquires a title with rights to a single user at a time, then that item is counted as 1 "unit"; if the library acquires rights to a single title for 10 simultaneous users, then that item is counted as 10 "units. For smaller libraries, if volume data are not available, the number of titles may be counted.

Unlimited simultaneous use: units of acquisition or purchase is based on the number of titles acquired. For example, if a library acquires a collection of 100 books with unlimited simultaneous users, then that collection would be counted as 100 "units".

6.7
Video – physical units. These are materials circulated in a fixed, physical format on which moving pictures are recorded, with or without sound. Electronic playback reproduces pictures, with or without sound, using a television receiver or computer monitor. Video formats may include tape, DVD and CD-ROM. Do not include downloadable electronic video files. Report the number of units, including duplicates. Items packaged together as a unit (e.g. two DVDs for one movie) and checked out as a unit are counted as one physical unit).

6.8
Video – downloadable units. (See CSL Flowchart "Counting Electronic Items and Usage" for assistance) These are downloadable electronic files on which moving pictures are recorded, with or without sound. Electronic playback reproduces pictures, with or without sound, using a television receiver, computer monitor or video-enabled mobile device. Video – Downloadable Units may be loaned to users on portable devices or by transmitting the contents to the user's personal computer for a limited time. Include Video– Downloadable Units held locally and remote Video – Downloadable Units for which permanent or temporary access rights have been acquired.

Report the number of units. Report only items that have been purchased, leased or licensed by the library, a consortium, the state library, a donor or other person or entity. Included items must only be accessible with a valid library card or at a physical library location; inclusion in the

catalog is not required. Do not include items freely available without monetary exchange. Do not include items that are permanently retained by the patron; count only items that have a set circulation period where it is available for their use. Count electronic materials at the administrative entity level; do not duplicate numbers at each branch.

NOTE: For purposes of this survey, units are defined as "units of acquisition or purchase". The "unit" is determined by considering whether the item is restricted to a finite number of simultaneous users or an unlimited number of simultaneous users.

Finite simultaneous use: units of acquisition or purchase is based on the number of simultaneous usages acquired (equivalent to purchasing multiple copies of a single title). For example, if a library acquires a title with rights to a single user at a time, then that item is counted as 1 "unit"; if the library acquires rights to a single title for 10 simultaneous users, then that item is counted as 10 "units." For smaller libraries, if volume data are not available, the number of titles may be counted.

Unlimited simultaneous use: units of acquisition or purchase is based on the number of titles acquired. For example, if a library acquires a collection of 100 books with unlimited simultaneous users, then that collection would be counted as 100 "units".

Electronic Collections. *formerly Licensed Databases*
(See CSL Flowchart "Counting Electronic Items and Usage" for assistance) Report the number of electronic collections. An electronic collection is a collection of electronically stored data or unit records (facts, bibliographic data, abstracts, texts, photographs, music, video, etc.) with a common user interface and software for the retrieval and use of the data. An electronic collection may be organized, curated and electronically shared by the library, or rights may be provided by a third-party vendor. An electronic collection may be funded by the library, or provided through cooperative agreement with other libraries, or through the State Library. Do not include electronic collections that are provided by third parties and freely linked to on the web.

Electronic Collections do not have a circulation period and may be retained by the patron. Remote access to the collection may or may not require authentication. Unit records may or may not be included in the library's catalog; the library may or may not select individual titles. Include electronic collections that are available online or are locally hosted in the library.

Note: The data or records are usually collected with a particular intent and relate to a defined topic.

NOTE: In California almost all databases are locally funded.

Number of electronic collections acquired through curation, payment or formal agreement, by source of access:

6.9
Local/other cooperative agreements (or consortia) within state or region

6.10
State government or State library funded

6.12
Current Print Serial Subscriptions. Report the number of current print serial subscriptions, including duplicates, for all outlets. Examples of serials are periodicals (magazines), newspapers, annuals, some government documents, some reference tools, and numbered monographic series.

Section 7: Library Services

7.1
Hours Open, All Outlets
This is the auto-calculated sum of annual public service hours from the outlet and bookmobile sections.

7.2
Library Visits. This is the total number of persons entering the library for whatever purpose during the year.

NOTE: If an actual count of visits is unavailable, determine an annual estimate by counting visits during a typical week in October and multiplying the count by 52. A "typical week" is a time that is neither unusually busy nor unusually slow. Avoid holiday times, vacation periods for key staff, or days when unusual events are taking place in the community or the library. Choose a week in which the library is open its regular hours. Include seven consecutive calendar days, from Sunday through Saturday (or whenever the library is usually open).

7.3
Reference Questions.
Reference Transactions are information consultations in which library staff recommend, interpret, evaluate, and/or use information resources to help others to meet particular information needs. A reference transaction includes information and referral service as well as unscheduled individual instruction and assistance in using information sources (including websites and computer-assisted instruction). Count Readers Advisory questions as reference transactions. Information sources include (a) printed and nonprinted material; (b) machine-readable databases (including computer-assisted instruction); (c) the library's own catalogs and other holdings records; (d) other libraries and institutions through communication or referral; and (e) persons both inside and outside the library.

When a staff member uses information gained from previous use of information sources to answer a question, the transaction is reported as a reference transaction even if the source is not consulted again. If a contact includes both reference and directional services, it should be reported as one reference transaction. Duration should not be an element in determining whether a transaction is a reference transaction.

NOTE: It is essential that libraries do not include directional transactions in the report of reference transactions. Directional transactions include giving instruction for locating staff, library users, or physical features within the library. Examples of directional transactions include, "Where is the reference librarian? Where is Susan Smith? Where is the rest room? Where are the 600s? Can you help me make a photocopy?"

NOTE: If an annual count of reference transactions is unavailable, count reference transactions during a typical week or weeks, and multiply the count to represent an annual estimate. [If the

sample is done four times a year, multiply totals by 13, if done twice a year multiply by 26, if done only annually, multiply by 52.] A "typical week" is a time that is neither unusually busy nor unusually slow. Avoid holiday times, vacation periods for key staff, or days when unusual events are taking place in the community or in the library. Choose a week in which the library is open its regular hours.

Circulation

7.4
Physical Item Circulation. The total annual circulation of ALL physical library materials of all types, including renewals.

NOTE: Count all physical materials in all formats that are charged out for use outside the library. Interlibrary loan transactions included are only items borrowed for users. Do not include items checked out to another library.

7.5
Circulation of Children's Materials. Total circulation (including renewals) of cataloged and uncatalogued materials (in all formats) marked as Children's whether they are borrowed by a child, young adult, or adult over the course of the report year.

7.6
Circulation of Non-English Materials. Count of total non-English language materials in all formats (Adult, YA, and Children's) circulated annually.

7.7
Circulation of Electronic Materials. (See CSL Flowchart "Counting Electronic Items and Usage" for assistance) Electronic Materials are materials that are distributed digitally and can be accessed via a computer, the Internet, or a portable device such as an e-book reader. Types of electronic materials include e-books and downloadable electronic video and audio files. Electronic Materials packaged together as a unit and checked out as a unit are counted as one unit. Include circulation only for items counted under Electronic Books (E-Books), Audio-Downloadable Units and Video-Downloadable Units in Section 6: Library Collection (Items 6.4, 6.6, and 6.8). Do not include items not specified under those definitions.

7.8
Successful Retrieval of Electronic Information. (See CSL document"Counting Successful Retrieval of Electronic Information" for assistance) The number of full-content units or descriptive records examined, downloaded, or otherwise supplied to user, from online library resources that require user authentication but do not have a circulation period. Examining documents is defined as having the full text of a digital document or electronic resource downloaded or fully displayed. Some electronic services do not require downloading as simply viewing documents is normally sufficient for user needs. Include use both inside and outside

the library. Do not include use of the OPAC or website. [based on NISO Standard Z39.7 (2013) #7.7, p. 43]

Inter-library Loans
These are library materials, or copies of the materials, provided to or received from one autonomous library to another upon request. The libraries involved in interlibrary loans are not under the same library administration. "Library Administration" means Administrative Entity (not anything broader). Do not include items loaned between outlets within the same library administrative entity. These data are reported as annual figures.

7.12
Loans to Others. Annual count of items provided ILL to other libraries.

7.13
Loans Received. Annual count of items received ILL from other libraries.

Programming

A program is any planned event which introduces the group attending to any of the broad range of library services or activities or which directly provides information to participants. Programs may cover use of the library, library services, or library tours. Programs may also provide cultural, recreational, or educational information, often designed to meet a specific social need. Examples of these types of programs include film showings; lectures; story hours; literacy, English as a second language, and citizenship classes; and book discussions.

Count all programs, whether held on- or off-site, that are sponsored or co-sponsored by the library. Exclude programs sponsored by other groups that use library facilities. If programs are offered as a series, count each program in the series. For example, a film series offered once a week for eight weeks should be counted as eight programs. Report the number of programs and attendance, by age group.

NOTE: Exclude library activities delivered on a one-to-one basis, rather than to a group, such as one-to-one literacy tutoring, services to homebound, resume writing assistance, homework assistance, and mentoring activities.

NOTE: If a program serves multiple age groups, select the one age group below that best matches the program's target or majority audience.

Children's programming
A children's program is any planned event for which the primary audience is children and which introduces the group of children attending to any of the broad range of library services or activities for children or which directly provides information to participants. Children's programs may cover use of the library, library services, or library tours. Children's programs may also provide cultural, recreational, or educational information, often designed to meet a

specific social need. Examples of these types of programs include story hours and summer reading events.

Note: The National Center for Education Statistics (NCES): Children and Young Adults Defined (Services and Resources for Children and Young Adults in Public Libraries [August 1995, NCES 95357]) defines children as persons age 11 years and under.

7.14
# of Children's programs. Count all children's programs, whether held on- or off-site, that are sponsored or co-sponsored by the library. Do not include children's programs sponsored by other groups that use library facilities. If children's programs are offered as a series, count each program in the series. For example, a story hour offered once a week, 48 weeks a year, should be counted as 48 programs. Exclude library activities for children delivered on a one-to-one basis, rather than to a group, such as one-to-one literacy tutoring, services to homebound, homework assistance, and mentoring activities.

7.15
Children's Program Attendance is the actual count over the course of a year of the attendance, of adults, young adults and children, at programs which have all or a portion of their target market intended for children ages 0 to 11 years.

**Please count all patrons that attend children's programs regardless of age.*

Young Adult Programming
A Young Adult program is any planned event for which the primary audience is young adults age 12 to 18 and which introduces the group of young adults attending to any of the broad range of library services or activities for young adults or which directly provides information to participants. Young adult programs may cover use of the library, library services, or library tours. Young adult programs may also provide cultural, recreational, or educational information, often designed to meet a specific social need. Examples of these types of programs include book clubs and summer reading events.

Note: Young Adult age is defined as 12 through 18 years and includes 18- year-olds. The Young Adult Library Services Association (YALSA) defines young adults as age 12 through 18.

7.16
# of Young Adult Programs. Count all young adult programs, whether held on- or off-site, that are sponsored or co-sponsored by the library. Do not include young adult programs sponsored by other groups that use library facilities. If young adult programs are offered as a series, count each program in the series. For example, a book club offered every two weeks, 24 weeks a year, should be counted as 24 programs. Exclude library activities for young adults delivered on a one-to-one basis, rather than to a group, such as one-to-one literacy tutoring, services to homebound, homework assistance, and mentoring activities.

7.17
Young Adult Program Attendance is the actual count over the course of a year of the attendance, of adults, young adults and children, at programs which have all or a portion of their target market intended for young adults ages 12 to 18 years.

*Please count all patrons that attend the young adult programs regardless of age.

Adult Programming
An adult program is any planned event for which the primary audience is adult and which introduces the group of adults attending to any of the broad range of library services or activities for adults or which directly provides information to participants. Adult programs may cover use of the library, library services, or library tours. Adult programs may also provide cultural, recreational, or educational information, often designed to meet a specific social need. Examples of these types of programs include book clubs, instruction and reading events.

7.18
# of Adult programs. Count all adult programs, whether held on- or off-site, that are sponsored or co- sponsored by the library. Do not include adult programs sponsored by other groups that use library facilities. If adult programs are offered as a series, count each program in the series. For example, a book club offered every two weeks, 24 weeks a year, should be counted as 24 programs. Exclude library activities for adults delivered on a one-to-one basis, rather than to a group, such as one-to- one literacy tutoring, or services to homebound.

7.19
Adult Program Attendance is the actual count over the course of a year of the attendance, of adults, young adults and children, at programs which have all or a portion of their target market intended for adults.

*Please count all patrons that attend the adult programs regardless of age.

Off-Site Programming
An offsite program is any program sponsored or co-sponsored by the library that takes place outside a library facility (including bookmobiles) or off library grounds regardless of primary target audience. This would include visits by library staff or volunteers to a school, adult center, etc., or programs provided via pop-up mobile units.

NOTE: These programs should also be included in responses for above age- related programming/attendance.

7.20
Number of Off-Site Programs. Count all programs held off-site that are sponsored or co-sponsored by the library. Do not include programs sponsored by other groups that use library facilities/resources. If programs are offered as a series, count each program in the series. For

example, a film series offered once a week for eight weeks should be counted as eight programs.

7.21
Off-Site Program Attendance is the actual count over the course of a year of the attendance, of adults, young adults and children, at programs which have been sponsored or co-sponsored by the library that takes place outside a library facility (including bookmobiles) or off library grounds regardless of primary target audience.

Electronic Services

7.24
CIPA Compliant. If your library is compliant with CIPA (Children's Internet Protection Act) compliant, Y = Yes; N = No.

NOTE: For CIPA compliance your library must have an Internet safety policy that includes technology protection measures and provide a means to block images that constitute obscenity, child pornography and prevent minors from obtaining access to material that is harmful to them. All library computers, including staff computers, must have a technology protection measure installed and running that blocks obscene/child pornography images. An authorized person may disable the blocking or filtering measure during use by an adult to enable access for bona fide research or other lawful purposes. The library must have an internet safety policy adopted by the board at a public meeting.

7.25
Number of Uses (Sessions) of Public Internet Computers Per Year. Report the total number of uses (sessions) of the library's Internet computers in the library during the last year. If the computer is used for multiple purposes (Internet access, word-processing, OPAC, etc.) and Internet uses (sessions) cannot be isolated, report all usage. A typical week or other reliable estimate may be used to determine the annual number. Sign-up forms or Web-log tracking software also may provide a reliable count of uses (sessions).

Note: This count includes only the library's Internet computers. Do not include WiFi access using non-library computers. The number of uses (sessions) may be counted manually, using registration logs. Count each use (session) for public internet computers, regardless of the amount of time spent on the computer. A use (session) on the library's public internet computer(s) three times a year would count as three uses (sessions). Software such as "Historian" can also be used to track the number of uses (sessions) at each public internet computer. If the data element is collected as a weekly figure, multiply that figure by 52 to annualize it.

7.26
Website visits. Visits represent the annual number of sessions initiated by all users from inside or outside the library to the library website. The library website consists of all webpages under

the library's domain. A website "visit" or "session" occurs when a user connects to the library's website for any length of time or purpose, regardless of the number of pages or elements viewed. Usage of library social media accounts (e.g., Facebook, Twitter, etc.) should not be reported here. A visit is usually determined by each user's unique IP address, and/or their login account name when they are accessing secure parts of the website. The details for website visits/sessions are contained within the access log file for the web server(s) and may be accessible using log file analysis or web analytics reporting tools.

Virtual visits include a user's request of the library website or catalog from outside the library. A single visit to a website may involve loading of numerous web pages or gratuitous elements (images, style sheets, etc.) If you are unable to report this number, check the box "Unavailable" (to the right of the data entry field) and a "-1" will be automatically entered.

7.27
Wireless Sessions per year. Report the number of wireless sessions provided by the library wireless service annually. If you are unable to report this number, check the box "Unavailable" (to the right of the data entry field) and a "-1" will be automatically entered.

7.28
Number of Internet Terminals
This is an automatic sum of the number of terminals entered for each bookmobile and outlet in sections 9 and 10.

Library and Community Development and Support Information
Select yes/no/don't know from the drop-down menu.
You are strongly encouraged to click the notepad icon next to the data element and share how your programming has played a role in participants lives. Your stories are inspirational and useful in demonstrating libraries' important role in the community

7.29
Did your library provide support for vulnerable populations in the community?

7.30
Did your library support your users' personal economic development?

7.31
Did your library play a role in responding to, or building resilience after, a crisis in the community?

7.32
Did your library support users' personal learning and knowledge development?

7.33
Did your library help in develop social capital in your community?

Section 8: Referenda

Please leave blank if no referenda occurred during the report year. Do not report referenda from prior years.

8.1
Election Date. Election Date (in MM/DD/YYYY format).

8.2
Local Agency Authorizing Election. Examples: City of San Jose, County of Orange, Beaumont Library District.

8.3
Funding Purpose. Options: Operations, Facilities, Facilities & Operations, Other.

8.4
Type of Tax. Options: Benefit Assessment, Business License Tax, Excise Tax, Gann Limit Override, General Obligation Bond, Parcel Tax, Sales Tax, Special Tax, Transient Occupancy Tax, Utility Users Tax, Other.

8.5
Percentage of "Yes" Vote. From results of referenda, with one decimal, i.e., 65.8%.

8.6
Vote Requirement to Pass. Options: Majority, Supermajority and Other.

8.7
Vote Outcome. Options: Pass, Fail.

8.8
Notes. Additional information concerning the referenda.

Section 9: Bookmobiles

Definition - A bookmobile is a traveling branch library. It consists of at least all of the following:

- a truck or van that carries an organized collection of library materials;
- a paid staff; and
- regularly scheduled hours (bookmobile stops) for being open to the public.

If you reported on operation of a mobile library in the previous report year, a record is provided to you for each mobile library operation you reported, indicating your last year's description of that operation. Where corrections or updates are appropriate, please make those changes in the space provided. A new record can be created on which to record any new mobile library operations not previously reported, click on the "Add Group" button.

If no bookmobiles then leave blank.

9.5
Name. Name of bookmobile.

9.6 – 9.10
Street Address. (pre-filled by CSL) Street address where bookmobile is stationed when not in use, including city, county, ZIP and ZIP+4.

NOTE: Please notify us of major changes to the address only such as an obvious error or a completely new address is needed.

9.11 **Phone.** Telephone number, with area code, for general public use.
9.12 **Type:** Bookmobile/Van/Other
9.13 **Make:**
9.14 **Model:**
9.15 **Year:** Year of manufacture of the bookmobile, i.e., the model year.
9.16 **Chassis Manufacturer:** Company that manufactured the bookmobile.
9.17 **Length:** In feet.
9.18 **Book Capacity:** in Volumes
9.19 **Total Mileage:** Miles traveled per year
9.20 **Number of Stops:** Number of individual stops on route per week
9.21 **Service Hours:** Total hours in public service for the year (omit travel time)
9.22 **Weeks per Year:** Total Number of weeks in public service for the year.
9.23 **Librarians on vehicle:** Report FTE (40 hours/wk = 1 FTE)
9.24 **Driver/clerks on vehicle:** Report FTE (40 hours/wk = 1 FTE)
9.25 **Support Staff off vehicle:** Report FTE (40 hours/wk = 1 FTE)
9.26 **Circulation Total:** Total materials circulation per year.
9.27 **Yearly operating and maintenance cost.** (Examples: fuel, maintenance, repair, labor and parts. Do not include personnel costs.)

9.28 **Number of Internet Terminals:** General Public. Report the number of the bookmobile's Internet computers (personal computers and laptops), whether purchased, leased, or donated, used by the general public in the library.

Section 10: Outlets

Include all branches and central libraries. Do not include in this report any administrative headquarters that are not public service outlets, do not include other outlets or deposit only locations.

Complete one set of forms/input screens for each fixed-facility public service outlet.

New Library Outlets: Click on "ADD GROUP" in the survey to create a new record for a new library service outlet. Contact Counting Opinions for assistance (support@countingopinions.com) in adding a new outlet.

Closed Outlets: If an outlet for which we have provided you a California Library Outlets Survey entry was closed during this report year write a "note to the state" for Section 1 of the Web-based input form. Please also include the date the outlet closed if that is easily available. Enter any data for the time period the outlet was open.

Updates to Existing Outlets: On the California Library Outlets Survey, you do not need to provide any response where there is no change in data from that which is indicated as currently in our file. Date built, date remodeled, # of square feet are all examples of data which probably has not changed.

10.5
Name. Name of outlet.

10.6 - 10.9
Street Address. (Prefilled by CSL) Street address of outlet as of June 30th, including city, ZIP and ZIP+4.

NOTE: Please notify us of major changes only to the address for an obvious error or when a completely new address is needed.

10.10 - 10.14
Mailing Address. (CSL only). Mailing address of outlet, including city, county, ZIP and ZIP+4 for mailing. This is particularly important if it is different from street address. The street address is repeated if it is the same as the mailing address.

NOTE: Please notify us of major changes only to the address for an obvious error or when a completely new address is needed.

10.15
Phone. Telephone number, with area code, for general public use.

10.16
Type of Outlet. Select appropriate code, based on the following definitions:

CE = Central. A central or main library, so designated by the jurisdiction, and which is open for public service.

BR = Branch. A branch library is an auxiliary unit of an administrative entity which has **at least all of the following**:

- Separate quarters
- An organized collection of library materials
- Paid staff
- Regularly scheduled hours open to the public.

NOTE: Separate quarters does not necessarily mean a separate building, only a separate facility, which could be in a building that also houses other agencies or operations. The facility within the larger building is under the library's control for the provision of library services. Not included would be areas within a facility housing a deposit collection or some such.

10.17
Facility Owned By. If the owner of the physical facility has changed from that already recorded, replace the existing data with the 4-letter code (options are on the report form/input screen) that best describes the current owner of the facility in which this outlet is housed.

CITY - City
CNTY - County
SPDT - Special District PSCH - Public School PUAG - Public Agency PRIV - Private
MULT - Multiple Ownership

10.18
Facility Upgrade Needs. Using one of the codes provided on the report form/input screen, indicate whether this facility needs some level of upgrade. Enter N/A if no upgrade is currently needed.

RMDL - Remodel EXPN - Expansion
RMEX - Remodel and Expansion RPLC - Replace
N/A - Not Applicable

10.19

Population Served. Population served by this outlet. Figure reported may be from planning department, library registration records, or your estimate. Do not report population of library jurisdiction as a whole, unless this is a one-outlet library.

10.20
Staff FTE. Full-time equivalent of staff paid to operate outlet. Do not include volunteer help. Full-time is normally 40 hours per week but not less than 36. The FTE of one full-time position is "1." To compute the FTE of a part-time position, divide number of hours worked per week by hours of normal workweek. The FTE of one 20-hour position is "0.5." Add total full-time positions and FTE of part-time positions for total Staff FTE.

10.21
Hours Open, Weekly. Number of hours the outlet is open for public service in a typical week.

10.22
Hours annual. Total number of hours outlet is open for public service per year.

10.23
Weeks annual. This is the number of weeks during the year that the outlet was open to the public for half or more of its scheduled service hours. Extensive weeks closed to the public due to natural disasters or other events should be excluded from the count.

10.24
Volumes. Number of volumes held by outlet in all physical formats. Include rotating collections if normally available.

10.25
Circulation. Total annual circulation transactions of this outlet.

10.26
Total Outlet Operating Expenditure. Total dollars expended on this outlet per year, in whole dollars. Do not include capital outlay or expenses of general library jurisdictional support functions. Estimate if necessary.

10.27
Year Built. Year the building housing library outlet was originally built.

10.28
Year Opened. Date that library service began in the community by the opening of an outlet, month and year (06/2002). If month unknown use "01". Can be the date an earlier library building opened.

10.29
Year Remodeled. Year the building housing library outlet was last remodeled.

10.30

LEED Certification. Is this Outlet LEED certified? For new construction and renovation of library buildings LEED certification is often sought, reflecting the energy efficiency of the structure. LEED certification is based on national certification standards from the US Green Building Council. More information on LEED certification is available at http://www.usgbc.org/certification. If you are not sure if the building has a level of LEED certification, you might check with your jurisdiction's General Services department.

Certified? Indicate certification level, if known

- No
- LEED Certified
- LEED Platinum
- LEED Gold
- LEED Silver
- Don't know

10.31

Gross sq. ft. Provide the area, in square feet, of the public library outlet. Report the total area in square feet; this is the area on all floors enclosed by the outer walls of the library outlet. Include all areas occupied by the library outlet, including those areas off-limits to the public. Include any areas shared with another agency or agencies if the outlet has use of that area.

10.32

Reader seats. Number of seats for readers in outlet. Do not include public access computers as reader seats.

10.33

Days open per week. Record the number of days per week that this facility is open for use by the public for at least 2 hours per day.

10.34

Staffing = 1 librarian/1 clerical? Is this facility staffed by the equivalent of at least one paid librarian and one paid clerical employee during all the hours that facility is open for service to the public? Y = Yes; N = No.

10.35

Separate quarters? Is this outlet housed in separate quarters (i.e., not physically within another service facility such as a nursing home, teen center, grocery store)? Not necessarily a separate structure, but separate quarters within a single structure if a physical facility is shared. If the answer is no then this outlet does not qualify as a station or branch. Contact the State Library for additional assistance.

10.36

Established schedule of hours? Does this facility have an established schedule of hours for which it is open to the public? Y = Yes; N = No.

10.37
Adequacy of Facility. Assess the adequacy of the library facility in terms of the size and condition of the building. Rate the adequacy on a scale of 1 to 10, with 10 being the top of the scale (i.e., just finished new building which is in excellent condition and large enough to serve the population for the long term).

Poor Fair Average Good Excellent 1 - 2 - 3 - 4 - 5 - 6 - 7 - 8 - 9 - 10

10.38
Number of Internet Terminals – General Public. Report the number of Internet terminals (personal computers (PCs), and laptops), whether purchased, leased or donated, used by the general public in the library.

10.39
Internet Connection Speed. Select the fastest Internet connection speed available at your library from the drop-down list. The connection speed should be based on the incoming data line to the building, not the speed at any individual workstation.

- Less than 1.5Mbps (megabits/second)
- 1.5Mbps
- 1.6Mbps - 6.0Mbps
- 6.1Mbps - 10Mbps
- 10.1Mbps - 40Mbps
- 40.1Mbps – 1.0Gbps (gigabits/second)
- Greater than 1.0 Gbps
- Unknown
- No Connection

10.40
Wi-Fi. Is Wireless Internet access is available at this location at no charge to patrons? Y = Yes; N = No

California Public Library Survey

THE FIELDS (IN GREEN) BELOW ARE FOR CSL USE ONLY

THE FIELDS (IN RED) BELOW ARE SYSTEM CALCULATED

Section 1 Directory and Administrative Information

1.1 Library ID

1.2 FSCS ID

1.3 Short Name

1.4 Library Name

Director (If position is not filled, enter "VACANT" in 1.6 and leave 1. 7 & 1.8 blank)

1.5 Courtesy Title

1.6 Director First Name

1.7 Director Middle Name

1.8 Director Last Name

1.9 Director Title

1.10 Street Address

1.11 City

1.12 Zip

1.13 Zip +4

1.14 Mailing Address

1.15 Mailing City

1.16 Mailing Zip

1.17 Mailing Zip +4

1.18 Public Phone Number - Administration

1.19 Reference Phone Number

1.20 TDD for Deaf

1.21 Library Director's Email address

1.22 Library's Public Email address

1.23 Library's Web Address

1.24 Name of person completing this survey

1.25 Phone # of person completing this survey

1.26 Email address of person completing this survey

THE FIELDS (IN GREEN) BELOW ARE FOR CSL USE ONLY

1.27 Size Square Mile

1.28 Interlibrary Relationship code

1.29 Legal Basis Code

1.30 Administrative Structure Code

1.31 FSCS Public Library Definition

1.32 Geographic Code

1.33 Legal Service Area Boundary Change

1.34 Library Type

1.35 County

1.36 CLSA System Library

1.37 State

1.38 Fiscal Year

1.39 Institute Code

Section 2 Population and Outlets

2.1 Population of The Legal Service Area _____
2.2 Registered Users as of June 30 _____
2.3 Children Borrowers _____
2.4 # of Central Libraries _____
2.5 # of Branch Libraries _____
2.6 # of Bookmobiles _____
2.7 Total # of Outlets _____
2.8 Total Square Footage _____

Section 3 Library Income

Operating Income

3.1 Local Government (all sources) _____
3.2 State Funds (e.g. CLSA, PLF, ELLI, etc.) _____
3.3 Federal Funds (e.g. LSTA or other) _____
3.4 All Other Operating Income _____
3.5 Total Operating Income _____
3.6 CA Literacy Services _____

Capital Income

3.7 Local Government (taxes and allocations) _____
3.8 State Funds _____
3.9 Federal Funds _____
3.10 Other Income _____
3.11 Total Capital Outlay Income _____

Section 4 Library Expenditures

Staff Expenditures

4.1 Salary & Wages Expenditures _____
4.2 Employee Benefits Expenditures _____
4.3 Total Staff Expenditures _____

Collection Expenditures

4.4 Print Materials Expenditures (except Serials) _____
4.5 Print Serial Subscription Expenditures _____
4.6 Total Print Materials Expenditures _____
4.7 Electronic Materials Expenditures _____
4.8 Other Materials Expenditures _____
4.9 Total Collection Expenditures _____

Other Expenditures

4.10 All Other Operating Expenditures _____
4.11 Total Operating Expenditures _____

Capital Expenditures

4.12 Total Capital Expenditures _____

Section 5 Library Staff

5.1 Total count of persons employed - full and part time
5.2 ALA Librarians (FTE) who have accredited ALA Masters
5.3 FTE Total Librarians (ALA or other)
5.4 FTE All other paid staff
5.5 Staff FTE
5.6 FTE Volunteers (Average FTE per week - not hours)

Section 6 Library Collections

6.1 Books Children Held as of June 30
6.2 Books Young Adult Held as of June 30
6.3 Total Print Materials Held
6.4 # of Electronic Books in Collection
6.5 # of Physical Audio Materials in Collection
6.6 # of Downloadable Audio Materials in Collection
6.7 # of Physical Video Materials in Collection
6.8 # of Downloadable Video Materials in Collection
6.9 # of Electronic Collections through Local and Other Funding in Collection
6.10 # of Electronic Collections through State Funding in Collection
6.11 # of Electronic Collections in Collection
6.12 # of Current Serial Subscriptions

Section 7 Library Services

7.1 Hours Open, All Outlets
7.2 Library Visits
7.3 Reference Questions

Circulation

7.4 Physical Item Circulation
7.5 Circulation of Childrens Materials
7.6 Circulation of Non English Materials
7.7 Circulation of Electronic Materials
7.8 Successful Retrieval of Electronic Information
7.9 **Electronic Content Use**
7.10 **Total Circulation**
7.11 **Total Collection Use**
7.12 ILL loans to others
7.13 ILL loans received

Programming

7.14 # of Children's Programs
7.15 Children's Program Attendance
7.16 # of Young Adult Programs
7.17 Young Adult Program Attendance
7.18 # of Adult Programs
7.19 Adult Program Attendance

7.20 Offsite Programs - Number _____
7.21 Offsite Programs - Attendance _____
7.22 Total # of Programs _____
7.23 Total Program Attendance _____

Electronic Services

7.24 CIPA Compliant
7.25 Annual Uses of Public Internet Computers _____
7.26 Virtual Visits to the library website _____
7.27 Wireless Sessions Per Year _____
7.28 # of Internet Terminals _____

Library Community Development and Support Information

Please consider adding your story in the notes section of the data entry form. Share your stories and successes!

7.29 Did your library provide support for vulnerable populations in the community? _____
7.30 Did your library support your users' personal economic development? _____
7.31 Did your library play a role in responding to, or building resilience after, a crisis in the community? _____
7.32 Did your library support users' personal learning and knowledge development? _____
7.33 Did your library help in develop social capital in your community? _____

Referenda

Please leave blank if no referenda occurred during the report year. Do not report referenda from prior years.

8.1 Referenda Election Date _____
8.2 Referenda Local Agency _____
8.3 Referenda Funding Purpose _____
8.4 Referenda Type of Tax _____
8.5 Referenda Percentage of Yes Votes _____
8.6 Referenda Vote Require _____
8.7 Referenda Vote Outcome _____
8.8 Referenda Notes _____

Section 9 Bookmobiles

If no mobile libraries then leave blank.

THE FIELDS (IN GREEN) BELOW ARE FOR CSL USE ONLY

9.1 FSCS Key _____
9.2 Library ID _____
9.3 Library Code _____
9.4 Short Name _____
9.5 Bookmobile Name _____
9.6 Address _____
9.7 City _____
9.8 Zip _____

9.9 Zip +4
9.10 County
9.11 Phone
9.12 Type
9.13 Make
9.14 Model Number
9.15 Year
9.16 Chassis Manufacturer
9.17 Length
9.18 Book Capacity in Volumes
9.19 Total Mileage
9.20 Number of stops
9.21 Service Hours
9.22 Weeks per Year
9.23 Librarians on vehicle - FTE
9.24 Drivers and Clerks on vehicle - FTE
9.25 Support Staff off vehicle - FTE
9.26 Circulation Total
9.27 Operating and maintenance cost Per Year
9.28 Number of Internet Terminals - General Public
9.29 Fiscal Year
9.30 Metropolitan Status Code
9.31 Number of bookmobiles

Section 10 Library Outlets

THE FIELDS (IN GREEN) BELOW ARE FOR CSL USE ONLY

10.1 FSCSKey
10.2 State assigned identification number
10.3 Library Code
10.4 Short Name
10.5 Legal Name
10.6 Physical Street Address
10.7 City
10.8 Zip Code
10.9 Zip+4 Code
10.10 Mailing Street Address
10.11 Mailing City
10.12 Mailing Zip Code
10.13 Mailing Zip +4
10.14 County
10.15 Phone
10.16 Outlet Type Code
10.17 Facility Owned By
10.18 Facility Update Needs
10.19 Population Served

10.20	Total Outlet Staff FTE	
10.21	Hours Open, Weekly	
10.22	Hours Open, Annually	
10.23	Weeks Open, Annually	
10.24	Volumes Held	
10.25	Circulation	
10.26	Total Outlet Operating Expenditures	
10.27	Year Built	
10.28	Date Library Opened (mm/yyyy)	
10.29	Year Library Remodeled	
10.30	Is this Outlet LEED certified?	
10.31	Size in Square Feet of outlet	
10.32	Number of Reader Seats	
10.33	Days Per Week Library is Open to the Public	
10.34	Staffed when open to public by at least 1 paid librarian & 1 paid clerical?	
10.35	Housed in Seperate Quarters?	
10.36	Established Scheduled Hours for Public Service?	
10.37	Degree of Adequacy of this Facility	
10.38	Number of Internet Terminals - General Public	
10.39	What is your library's highest connection speed to the Internet?	
10.40	Is Wireless available at this location?	
10.41	Metropolitan Status Code	
10.42	FSCS Submission Year	
10.43	Outlet Type Sort Code	

ATTACHMENT 2
Ordinance

ORDINANCE NO. XXXX

AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE ("MPMC") § 2.80.060 TO CHANGE THE DATE THE BRUGGEMEYER LIBRARY BOARD OF TRUSTEES MUST SUBMIT ITS ANNUAL REPORT TO THE CITY COUNCIL.

THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. Monterey Park Municipal Code ("MPMC") § 2.80.060 is amended to read as follows:

> "**2.80.060 Annual report.** Not later than November 31st of each year, the board of library trustees must report to the city council and to the state librarian, or designee, on the condition of the library. The report must contain the information required by the state librarian in addition to any other matters deemed expedient by the board of library trustees."

SECTION 2. *Environmental Review.* The Ordinance is exempt from additional review under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, et seq.) because it constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, the Ordinance does not constitute a "project" that requires environmental review (see specifically CEQA Guidelines § 15378(b)(2, 5).

SECTION 3. *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 4. *Enforceability.* Repeal or supersession of any provision of the MPMC does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed or superseded part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 5. *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 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 6. *Severability.* If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

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

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

SECTION 9. This Ordinance will take effect on the 30th day following its final passage and adoption.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL ON _____, 2020.

_____
Hans Liang, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

_____
Natalie C. Karpeles, Deputy City Attorney