

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

Final

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

**Wednesday
October 17, 2012
7:00 PM**

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.**

Staff reports, writings, or other materials related to an item on this Agenda, which are distributed to the City Council/Agency Board less than 72 hours before this scheduled meeting shall be available for public inspection in the City Clerk's Office located at 320 West Newmark Avenue, Monterey Park, CA 91754, during normal business hours. Such staff reports, writings, or other materials are also on the City's website subject to staff's ability to post the materials before the meeting. The City's website is located at <http://ci.monterey-park.ca.us/home/index.asp>.

PUBLIC COMMENTS ON AGENDA ITEMS

Any member of the public wishing to address the City Council regarding any item on this Agenda will need to fill out a speaker card and then please return it to the City Clerk prior to the announcement of the Agenda Item.

Speakers are afforded five (5) minutes per individual on each published agenda item. The Public will be allowed consolidation with another speaker's time not to exceed two (2) minutes for each speaker wishing to forego his or her opportunity. However in the interest of ensuring that all members of the Public have an equal opportunity to participate, a single speaker cannot speak for more than ten (10) minutes on the individual Agenda item. In the event that there are a large number of speakers on a particular agenda item, the Council may in the interest of being able to timely conduct business reduce the amount of time allotted to each speaker and/or limit the total amount time allowed for speakers to address the agenda item. At the conclusion of that period of time, the speaker will be asked to please conclude their remarks so that the next speaker may begin their comments.

In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call City Hall, (626) 307-1359. Please notify the City Clerk's Office twenty-four hours prior to the meeting so that reasonable arrangements can be made to ensure availability of audio equipment for the hearing impaired. Council Chambers are wheelchair accessible.

Copies of staff reports and/or written documents pertaining to any item on the Agenda are on file in the Office of the City Clerk and are available for public inspection during regular business hours.

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

CALL TO ORDER	Mayor
FLAG SALUTE	The Monterey Park Police Explorers
ROLL CALL	Mitchell Ing, David Lau, Teresa Real Sebastian, and Anthony Wong

1. AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION

Items on the Consent Calendar are considered to be routine, ongoing business and will be enacted by one motion. There is no separate discussion on consent items unless a Council Member/Agency Member or citizen so requests, in which event the item is removed from the Consent Calendar and considered separately. Individuals wishing to address the City Council/Agency on any item must first complete a speaker card provided by the City Clerk and must return it to the City Clerk prior to the Council's/Agency's consideration of the Consent Calendar. The City Clerk will not accept cards after the item has been taken up. Time limit for individual comments is five minutes.

Consent Calendar – Approval By Minute Motion

(SA) CONSENT CALENDAR CONSISTS OF ITEMS 2-5

2. (SA) RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council (acting on behalf of the Successor Agency) approve all disbursements.

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

- (1) approve payment of warrants and adopt Resolution No. _____ of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **October 17, 2012 totaling \$7,323.56** and specifying the funds out of which the same are to be paid; and
- (2) take such additional, related, action that may be desirable.

3. (SA) INVESTMENT REPORT AS OF SEPTEMBER 2012

In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council disclosing types of investments, dates of maturities, amounts of deposits, rates of interest, and for securities with a maturity of more than 12 months, current market values.

Recommendations: It is recommended that the City Council

- (1) Receive and file the investment report as of September 2012; and
- (2) take such additional, related, action that may be desirable.

4. (SA) MINUTES

Approval of Minutes from the special meetings of September 11, 2012, September 27, 2012 (cancelled) and October 1, 2012, and the regular meeting of September 19, 2012 of the Successor Agency to the former Monterey Park Redevelopment Agency.

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

- (1) approve the minutes from the Successor Agency to the former Monterey Park Redevelopment Agency special meetings of September 11, 2012, September 27, 2012 (cancelled) and October 1, 2012, and the regular meeting of September 19, 2012 ; and
- (2) take such additional, related, action that may be desirable.

5. (SA) AGREEMENT WITH JWA URBAN CONSULTANTS TO MONITOR THE HOUSING AFFORDABILITY COMPLIANCE REGULATIONS

JWA Consulting Services has been under contract with the City for several months assisting the Community Development Department with the daily operation of the Federal CDBG/HOME housing and commercial programs. Since the federal, state and local housing duties are interrelated, Staff recommends that JWA services be used to assist with the monitoring and compliance requirements for the four housing projects addressed 321-371 East Pomona Avenue and the 534 Chandler Avenue.

Recommendations: It is recommended that the City Council

- (1) Award a service agreement to JWA Urban Consultants, Inc., in a form approved by the City Attorney, in an amount not to exceed \$66,000, to complete the tasks outlined in the scope of services for the Housing Successor Agency effective July 1, 2012 and ending June 30, 2013; and
 - (2) take such additional, related, action that may be desirable.
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(HSA) CONSENT CALENDAR CONSISTS OF ITEMS 6-7

6. (HSA) RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council (acting on behalf of the Housing Successor Agency) approve all disbursements.

Recommendations: It is recommended that the City Council (acting on behalf of the Housing Successor Agency)

- (1) approve payment of warrants and adopt Resolution No. _____ of the Housing Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **October 17, 2012 totaling \$350.96** and specifying the funds out of which the same are to be paid; and
- (2) take such additional, related, action that may be desirable.

7. (HSA) MINUTES

Approval of Minutes from the regular meeting of September 19, 2012 of the Housing Successor Agency to the former Monterey Park Redevelopment Agency.

Recommendations: It is recommended that the City Council (acting on behalf of the Housing Successor Agency)

- (1) approve the minutes from the Housing Successor Agency to the former Monterey Park Redevelopment Agency regular meeting of September 19, 2012; and
 - (2) take such additional, related, action that may be desirable.
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PRESENTATION: JON TRAW – STREAMLINING OF PERMIT PROCESS -- UPDATE REPORT

CITY CONSENT CALENDAR CONSISTS OF ITEMS 8 TO 18

8. RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council approve all disbursements.

Recommendations: It is recommended that the City Council

- (1) Approve payment of warrants and adopt Resolution No. _____ allowing certain claims and demands per Warrant Register dated **October 17, 2012 Totaling \$485,597.83** and specifying the funds out of which the same are to be paid; and
- (2) take such additional, related, action that may be desirable.

9. INVESTMENT REPORT AS OF SEPTEMBER 2012

In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council disclosing types of investments, dates of maturities, amounts of deposits, rates of interest, and for securities with a maturity of more than 12 months, current market values.

Recommendations: It is recommended that the City Council

- (1) Receive and file the investment report as of September 2012; and
- (2) take such additional, related, action that may be desirable.

10. MINUTES

Approval of Minutes from the City Council Regular Meeting of September 19, 2012 and the Special Meetings of September 11, 2012 and September 19, 2012.

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

- (1) approve the minutes from the regular meetings of September 19, 2012 and the Special Meetings of September 11, 2012 and September 19, 2012; and
- (2) take such additional, related, action that may be desirable.

11. ADOPT RESOLUTION NO. _____ NOMINATING COUNCIL MEMBER LUIS AYALA FROM THE CITY OF ALHAMBRA TO REPRESENT CITIES WITH PRESCRIPTIVE WATER PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY

The San Gabriel Basin Water Quality Authority was established by the State Legislature (Senate Bill 1679) on February 11, 1993 to develop, finance and implement groundwater treatment programs in the San Gabriel Valley.

Recommendations: It is recommended that the City Council

- (1) Adopt Resolution No. _____ nominating Council Member Luis Ayala from the City of Alhambra to represent Cities with Prescriptive Water Pumping Rights on the Board of the San Gabriel Basin Water Quality Authority;
- (2) Direct City Clerk to send a copy of the Resolution to the Central Basin Water Quality Authority no later than 5:00 pm, October 19, 2012 either by certified mail, FedEx or UPS with a signature required; and
- (3) take such additional, related, action that may be desirable.

12. BUSINESS IMPROVEMENT DISTRICT NO. 1 (BID) ANNUAL REPORT

ADOPT RESOLUTION NO. _____ DECLARING INTENT TO LEVY AND COLLECT INCREASED ASSESSMENTS WITHIN BUSINESS IMPROVEMENT DISTRICT NO. 1 FOR PROGRAM YEAR 2013 AND SETTING PUBLIC HEARING FOR NOVEMBER 21, 2012 TO CONSIDER SUCH ACTION

The Business Improvement District Advisory Committee is submitting its 2012 Annual Report for the BID, which reviews activities and expenditures during the 2012 Program Year and describes programs and the proposed budget for the upcoming 2013 Program Year.

Recommendations: It is recommended that the City Council

- (1) Receive and file the 2012 Annual Report with the City Clerk;
- (2) Adopt Resolution No. _____ declaring intent to levy and collect increased assessments within Business Improvement District No. 1 for Program Year 2013 and setting public hearing for November 21, 2012 to consider such action; and
- (3) take such additional, related, action that may be desirable.

13. COUNCIL CHAMBER TELEVISION EQUIPMENT – AWARD OF BID

The City of Monterey Park has an established history of providing video coverage of City Council Meetings and other community events from the Council Chamber. Some of the television equipment is over 25 years old and has not been upgraded since the start of the video program in the 1980s. At this point the majority of the equipment is at the end of its useable life and no longer providing an acceptable level of performance or reliability.

Recommendations: It is recommended that the City Council

- (1) Award the bid to VMI for \$72,997.24 from the Cable Television Grant Fund;
- (2) Authorize the City Manager to execute an agreement in a form approved by the City Attorney with VMI to obtain the equipment; and
- (3) take such additional, related, action that may be desirable.

14. SIDEWALK RECONSTRUCTION ON COLLEGIAN AVENUE – AWARD OF CONTRACT

The project involves the removal and reconstruction of the sidewalk and curb & gutter on the east side of Collegian Avenue between Cesar Chavez Avenue and Floral Drive. The sidewalk and curb & gutter are severely uplifted and displaced due to large Ficus trees planted in the right-of-way. The project will include the removal of 15 mature Ficus trees; constructing of new sidewalk and curb & gutter, driveway approaches, ADA curb ramps, tree wells; adjusting utility boxes to grade; and planting of 13 new 24-inch box size Sweet Shade trees. The project will also include a rubberized asphalt pavement overlay of the eastern side of the roadway.

Recommendations: It is recommended that the City Council

- (1) award the contract for the Sidewalk Reconstruction on Collegian Avenue to the lowest bidder, E.C. Construction of South El Monte, in the amount of \$154,045.50;
- (2) authorize the City Manager to execute a standard public works contract, in a form approved by the City Attorney; and
- (3) take such additional, related, action that may be desirable.

15. PURCHASE POLICE DEPARTMENT PATROL VEHICLES

The 2012-2013 budget included \$280,000 for the purchase of 7 Ford Crown Victoria patrol sedans for the Police Department. The City's current patrol vehicles are rapidly approaching 100,000 miles and out of service due to extreme wear and they are not pursuit worthy.

Recommendations: It is recommended that the City Council

- (1) Authorize the City Manager to purchase seven Ford Crown Victoria's from Wondries Fleet Group for \$184,503.41 per Monterey Park Municipal Code § 3.20.050(3).; and
- (2) take such additional, related, action that may be desirable.

16. ADOPT RESOLUTION NO. _____ AMENDING THE CITY'S POSITION CLASSIFICATION PLAN TO INCLUDE ONE REVENUE COLLECTION SPECIALIST POSITION, ONE DEPUTY FIRE MARSHAL POSITION AND ONE RECREATION SUPERVISOR/SENIOR CENTER POSITION, ESTABLISH SALARY RANGES FOR THE CLASSIFICATIONS, AND MAKE APPROPRIATE UNIT DETERMINATION

The City Council approved changing the part-time Revenue Collection Specialist into a full-time position in the Management Services Department at the 2011-12 budget discussions. During the 2012-2013 budget discussions, they also approved eliminating a Recreation Superintendent position and creating a Recreation Supervisor position, and eliminating a Fire Battalion Chief position to create a Deputy Fire Marshal position.

Recommendations: It is recommended that the City Council

- (1) Adopt Resolution No. _____ Amending The City's Position Classification Plan To Include One Revenue Collection Specialist Position, One Deputy Fire Marshal Position And One Recreation Supervisor/Senior Center Position, Establish Salary Ranges For The Classifications, And Make Appropriate Unit Determination;
- (2) Authorize the City Manager to execute an amendment, in a form approved by the City Attorney, to the Memorandum of Understanding between the City and the General Employees Unit, represented by the Service Employees International Union (SEIU) Local 347 to include the salary range established for Revenue Collection Specialist;
- (3) Authorize the City Manager to execute an amendment, in a form approved by the City Attorney, to the Memorandum of Understanding between the City and the Mid-Management Unit represented by the Mid-Management Association to include the salary range established for Deputy Fire Marshal and Recreation Supervisor; and
- (4) take such additional, related, action that may be desirable.

17. AUTHORIZATION TO EXTEND THE PROFESSIONAL SERVICES AGREEMENT FOR LABORATORY SERVICES

The Water Utility Division is seeking authorization from the City Council to renew the professional services agreement with Clinical Laboratories for water analysis through June 30, 2013. The Water Utility Division collects water samples from City-owned wells, treatment plants, reservoirs, and the water distribution system for testing at a State of California, Department of Public Health (CDPH)-certified laboratory on a mandatory daily, weekly, monthly, quarterly, annual, and as-needed basis. This sampling is required for compliance with the State of California Domestic Watery Quality and Monitoring regulations (Chapter 15, Title 22, California Code of Regulations) and our NPDES permit.

Recommendations: It is recommended that the City Council

- (1) Authorize the City Manager to execute an amendment, in a form approved by the City Attorney, to the Professional Services Agreement with Clinical Laboratories in an amount not to exceed \$331,000 for Fiscal year 2012-2013; and
- (2) take such additional, related, action that may be desirable.

18. EMERGENCY PURCHASE OF CARBON FOR WELL 5

ADOPT RESOLUTION NO. _____ PURSUANT TO PUBLIC CONTRACTS CODE § 20168, FINDING THAT AN EMERGENCY EXISTS WITHIN THE CITY AND AUTHORIZE CONTRACTING WITHOUT THE NEED FOR BIDDING PURSUANT TO § 22050.

Staff is seeking authorization from the City Council for the purchase of 40,000 pounds of granular activated carbon (GAC) from Calgon Carbon Corporation in the amount of \$49,088 to replace the carbon filters in two vessels of the Well 5 Volatile Organic Compounds (VOC) Treatment Plant. Since the treatment plant was taken offline, the change out has already been completed in order to minimize downtime and to limit the amount of purchased water required to meet demand.

Recommendations: It is recommended that the City Council

- (1) Adopt Resolution No. _____ Pursuant To Public Contracts Code § 20168, Finding That An Emergency Exists Within The City And Authorize Contracting Without The Need For Bidding Pursuant To § 22050; and
- (2) take such additional, related, action that may be desirable.

19. ORAL AND WRITTEN COMMUNICATIONS

Communication by the Public is an important part of the Local Government Process. Per Monterey Park Municipal Code Section 2.04.030, Oral and Written Communications from the public is to take place immediately following Consent Calendar Business. Any individual wishing to address the Council under Oral and Written Communications needs to complete a Speaker Card provided by the City Clerk and then please return it the City Clerk prior to the City Council taking up this item.

The City Clerk will call members of the public that have submitted speaker cards. The City Clerk will call the public in the same order that the speaker cards are received except that the Clerk may group and present the speaker cards by first calling all persons in favor of an issue and all persons opposed, and finally those with neutral comments.

PUBLIC HEARING

20. ADOPT RESOLUTION NO. ____ ESTABLISHING UNDERGROUND UTILITY DISTRICT (UUD) ON MONTEREY PASS ROAD FROM GARVEY AVENUE TO FLORAL DRIVE

The purpose of an underground district is to eliminate blight caused by the abundance of utility poles and overhead wires within the community. The establishment of a UUD on Monterey Pass Road from Garvey Avenue to Floral Drive is ultimately intended to create a vibrant office-professional district on Monterey Pass Road and help generate future revenues for the City. This project would be the City's fifth major Rule 20A undergrounding project since 1968. Monterey Pass Road is a generally north-south minor arterial through the City of Monterey Park that carries a significant volume of traffic, provides scenic views of the City's residential hillsides and the San Gabriel Mountains, and direct access to downtown Monterey Park and the east Los Angeles area.

Recommendations: It is recommended that the City Council

- (1) Open public hearing, hear staff, hear audience, close public hearing;
- (2) Adopt Resolution No. ____ Establishing Underground Utility District on Monterey Pass Road from Garvey Avenue to Floral Drive;
- (3) Direct the City Clerk to notify all affected utilities and property owners of the adoption of this resolution within ten days after the date of adoption; and
- (4) take such addition, related, action that may be desirable.

UNFINISHED BUSINESS

None.

NEW BUSINESS

21. ADOPT RESOLUTION NO. ____ APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEAR 2012-2015 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK SERVICE EMPLOYEES' INTERNATIONAL UNION

ADOPT RESOLUTION NO. ____ APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEAR 2012-2015 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK CONFIDENTIAL EMPLOYEES' ASSOCIATION

ADOPT RESOLUTION NO. ____ APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEAR 2012-2015 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK MID-MANAGEMENT ASSOCIATION

Representatives of the City of Monterey Park have met on numerous occasions with representatives of the Service Employees' International Union, Local 721 (SEIU), the Monterey Park Mid-Management Association (MMA), and the Monterey Park Confidential Employees' Association (CEA) regarding wages, hours of work and other terms and conditions of employment. The results of these negotiations are contained in the attached Memoranda's of Understanding (MOU), which is being presented to the City Council for approval and adoption of an implementing Resolution.

Recommendations: It is recommended that the City Council

- (1) Adopt Resolution No. _____ approving the Memorandum of Understanding for Contract Year 2012-2015 between the City of Monterey Park and the Monterey Park Service Employees' International Union;
- (2) Adopt Resolution No. _____ approving the Memorandum of Understanding for Contract Year 2012-2015 between the City of Monterey Park and the Monterey Park Confidential Employees' Association;
- (3) Adopt Resolution No. _____ approving the Memorandum of Understanding for Contract Year 2012-2015 between the City of Monterey Park and the Monterey Park Mid-Management Association; and
- (4) take such additional, related, action that may be desirable.

COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Discussion on the possibility of placing term limits on the March 2013 Ballot.
(Requested by Council Member Wong)

Discussion and clarification on notification procedures of Council members regarding Public Safety situations. (Requested by Mayor Ing and Vice Mayor Real Sebastian)

Council communications and committee reports from Council Representatives of specific organizations

CLOSED SESSION

None.

ADJOURN

Staff Report City of Monterey Park

October 17, 2012

To: Paul Talbot, City Manager

From: Annie Yaung, CPFO, Financial Services Manager

Subject: Warrant Register for Successor Agency to the Former Community
Redevelopment Agency of October 17, 2012

The claims and demands on the attached warrant register have been duly audited. I certify that the said claims and demands are accurate, are proper charges against the City of Monterey Park, Acting as the Successor Agency to the Former Community Redevelopment Agency (SA). I also certify that there are monies available for the payments thereof. Please note that amounts being paid by the SA funds in this warrant register represented expenditures incurred, which are pending for approval by the Oversight Board.

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered 79-85 (SA).

Fiscal Impact

Disbursements from all SA funds total \$7,323.56.

Recommendation

Adopt SA Resolutions approving payment of warrants.

By: _____

Annie Yaung, CPFO
Financial Services Manager

Approval: _____

Paul Talbot
City Manager

RESOLUTION NO. SA-_____

A RESOLUTION OF THE
SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA)
ALLOWING CERTAIN CLAIMS AND DEMANDS
PER WARRANT REGISTER DATED 17TH DAY OF OCTOBER 2012
TOTALING \$7,323.56 AND SPECIFYING THE FUNDS OUT
OF WHICH THE SAME ARE TO BE PAID

THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY
DOSE RESOLVE AS FOLLOWS:

SECTION 1. That the following claims and demands have been audited and that the same
are hereby allowed from various funds in the following amounts:

Atlantic/Garvey Projects	\$ 196.28
Merged Project Projects	7,127.28
Total	<u>\$ 7,323.56</u>

PASSED, APPROVED AND ADOPTED THE 17TH DAY OF OCTOBER 2012.

Mitchell Ing
City of Monterey Park,
California

ATTEST:

David M. Barron, CMC, City Clerk
City of Monterey Park,
California

Resolution No. SA-_____

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STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES) ss.
SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY)
OF CITY OF MONTEREY PARK)

I hereby certify that this resolution was duly adopted by the
Successor Agency to the Former Community Redevelopment Agency,
at a regular meeting held on the 17th day of October 2012 by the following vote.

AYES:
NOES:
ABSTAIN:
ABSENT:

David M. Barron, CMC, City Clerk
City of Monterey Park,
California

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/17/2012

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AT&T	0860-801-1203-32050	29.61	INTERNET/PHONE SERVICE		79	29.61
TOTAL FOR PREPAID WARRANTS						29.61

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/17/2012

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
BNY WESTERN TRUST COMPANY	0870-801-1203-31950	1,961.00	1998 BONDS SERVICE		80	1,961.00
KNIGHT COMMUNICATIONS INC	0860-801-1203-38400	166.67	SYSTEM MANAGEMENT SERVICE		81	
	0870-801-1203-38400	166.67	SYSTEM MANAGEMENT SERVICE		81	333.34
LA CORP CENTER OWNERS ASSO	0870-801-1203-31100	2,565.00	10/12 ASSO. DUES-CORP.CENTER	70314	82	2,565.00
OCE FINANCIAL SERVICES INC.	0870-801-1203-37500	1,302.41	COPY MACHINE RENTAL		83	1,302.41
PAUL, PLEVIN, SULLIVAN & CONNAUGHTON	0870-801-1203-31600	1,083.00	LEGAL-ATLANTIC TIMES SQUARE		84	1,083.00
QUILL CORPORATION	0870-801-1203-39250	35.22	OFFICE SUPPLIES		85	
	0870-801-1203-39250	13.98	OFFICE SUPPLIES		85	49.20
TOTAL FOR PRINTED WARRANTS						7,293.95

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/17/2012

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TOTAL FOR PREPAID WARRANTS	29.61
TOTAL FOR PRINTED WARRANTS	7,293.95
TOTAL WARRANTS	7,323.56
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	1
TOTAL CHECKS PRINTED	6
TOTAL CHECKS ISSUED	7

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/17/2012
FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0860	ATLANTIC/GARVEY CAP PROJECTS	29.61	166.67	196.28
0870	MERGED CAPITAL PROJECTS	0.00	7,127.28	7,127.28
	TOTAL	29.61	7,293.95	7,323.56

Staff Report City of Monterey Park

DATE: October 17, 2012
TO: Paul Talbot, City Manager
FROM: Annie Young, Financial Services Manager
SUBJECT: Successor Agency Monthly Investment Report – September 2012

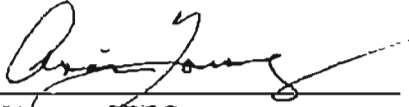
DISCUSSION

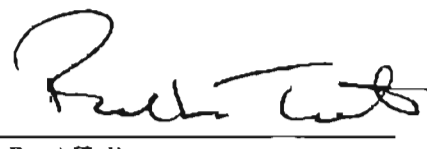
As of September 30, 2012 invested funds for the City of Monterey Park is as follows:

• Acting as the SA to the Former Redevelopment Agency	\$ 1,434,151.76
• Acting as the SA for 2002 Bonds	5,598,785.60
• Acting as the Housing SA	5,592,936.32
• Acting as the SA (RORF)	<u>1,591,915.14</u>
	<u>\$ 14,217,788.82</u>

RECOMMENDATION

Receive and file the monthly investment report.

By: 
Annie Young, CPFO
Financial Services Manager

Approved: 
Paul Talbot
City Manager

**CITY OF MONTEREY PARK
AS THE SUCCESSOR AGENCY
TO THE FORMER REDEVELOPMENT AGENCY
INVESTMENT REPORT
AS OF SEPTEMBER 30, 2012**

<u>ACCOUNT NAME</u>	<u>ACCOUNT NO.</u>	<u>AMOUNT</u>
Acting as the SA to the Former Redevelopment Agency	14530-20022	\$ 1,434,151.76
Acting as the SA for 2002 Bonds	14530-20027	5,598,785.60
Acting as the Housing SA	14530-20008	5,592,936.32
Acting as the SA (RORF)	14530-20041	<u>1,591,915.14</u>
 Total Bank Balances		 <u>\$ 14,217,788.82</u>

(*) DUE TO THE ELIMINATION OF THE REDEVELOPMENT AGENCY, THE CITY WITHDREW THE ENTIRE REDEVELOPMENT INVESTMENTS ON JANUARY 31, 2012. FUNDS ARE DEPOSITED IN FOUR BANK ACCOUNTS.

Staff Report City of Monterey Park

Consent Calendar
Agenda Item 4 (SA)

DATE: October 17, 2012

TO: Paul Talbot, City Manager
FROM: David M. Barron, City Clerk
SUBJECT: Successor Agency (SA) Minutes

Attached are minutes for approval by City Council for the following meetings:

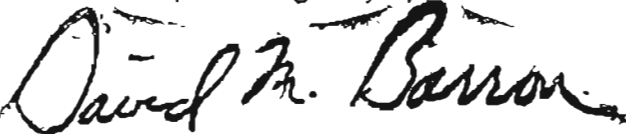
- September 11, 2012 (Special Meeting 5:15 p.m.)
- September 19, 2012 (Regular Meeting 7:00 p.m.)
- September 27, 2012 (Special Meeting 5:30 p.m.- Cancelled)
- October 1, 2012 (Special Meeting 5:30 p.m.)

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended that the City Council acting on behalf Successor Agency to the former Redevelopment Agency approved the minutes.

By: 

David M. Barron
City Clerk (E)

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
SEPTEMBER 11, 2012**

The City Council of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, September 11, 2012 at 5:15 p.m.

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".

CALL TO ORDER:

Mayor Ing called the meeting to order at 5:18 p.m.

ROLL CALL:

Deputy City Clerk Cho called the roll:

Council Members Present: Lau, Wong, Real Sebastian, Ing

Council Members Absent: None

Also Present: City Manager Talbot, Deputy City Attorney Berger, Human Resources Director Cody, Economic Consultant Yoshizaki

ORAL & WRITTEN COMMUNICATIONS

None.

CLOSED SESSION – The City Council adjourned to Closed Session at 5:18 p.m.

- 1.(SA) CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION–
GOVERNMENT CODE § 54956.9(a). ATLANTIC TIMES SQUARE, LLC et al
v. CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS, et al., LASC
CASE NO: BC134212**

This is the end of Successor Agency (SA) items.

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
HOUSING SUCCESSOR AGENCY (HSA)
REGULAR MEETING
SEPTEMBER 19, 2012**

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chambers, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, September 19, 2012 at 7:00 p.m.

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

CALL TO ORDER:

Mayor Ing called the meeting to order at 7:05 p.m.

FLAG SALUTE:

The Monterey Park Police Explorers led the flag salute.

ROLL CALL:

City Clerk Barron called the roll:

Council Members Present: Lau, Wong, Real Sebastian, Ing

Council Members Absent: None

ALSO PRESENT: City Manager Talbot, City Attorney Hensley, City Treasurer Leon, Director of Community Development Basham, Director of Public Works Saykali, Director of Human Resources Cody, Fire Chief Birrell, Fire Captain Hallock, Financial Services Manager Yaung, Police Chief Smith, Acting Economic Development Specialist Ramirez, Interim City Librarian Arvizu

1. AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION

None.

2. PRESENTATION: September is NATIONAL PREPAREDNESS MONTH

National Preparedness Month is a nationwide effort held each September to encourage Americans to take simple steps to prepare for emergencies in their homes, businesses, and schools.

Accepting Proclamation: Chief Jim Birrell and Captain Matt Hallock

Public Speakers:

- Brett Baligad spoke as a student from St. Thomas Aquinas Catholic School inviting the council and residents to attend the school's Moon Festival on Saturday, September 29, 2012 from 5:00 p.m. – 9:00 p.m.

MISSION STATEMENT

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

(SA) CONSENT CALENDAR CONSISTS OF ITEM 3 to 6A

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 acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency approved and adopted Item Nos. 3 – 6A, and reading resolutions and ordinances by title only and waiving further reading thereof.

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

Ayes: Council Members: Lau, Wong, Real Sebastian, Ing
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

3. (SA) RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council (acting on behalf of the Successor Agency) approve all disbursements.

Action Taken: The City Council approved the payment of warrants and adopted **Resolution No. SA-18** of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **September 19, 2012 totaling \$1,294,249.64** and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. SA-18 entitled:

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER MONTEREY PARK REDEVELOPMENT AGENCY ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **September 19, 2012 TOTALING \$1,294,249.64** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

4. (SA) INVESTMENT REPORT AS OF AUGUST 2012

In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council disclosing types of investments, dates of maturities, amounts of deposits, rates of interest, and for securities with a maturity of more than 12 months, current market values.

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency received and filed the investment report as of August 2012 on Consent Calendar.

5. (SA) MINUTES

Approval of Minutes from regular meetings of July 18, 2012 and August 15, 2012; and special meetings of August 8, 2012 (5:30 pm) and August 8, 2012 (7:00 pm) of the Successor Agency to the former Monterey Park Redevelopment Agency.

Action Taken: The City Council approved the minutes from the Successor Agency to the former Monterey Park Redevelopment Agency regular meetings of July 18, 2012 and August 15, 2012; and special meetings of August 8, 2012 (5:30 pm) and August 8, 2012 (7:00 pm) on Consent Calendar.

6. (SA) ADOPT RESOLUTION NO. SA-19 AMENDING THE HOUSING ASSET FORM FOR THE TRANSFER OF HOUSING ASSETS TO THE HOUSING SUCCESSOR AGENCY

Pursuant to Health and Safety Code Section 34176(a), on July 26, 2012, City staff transmitted a list of all housing assets held by the former Redevelopment Agency to the Department of Finance ("DOF") to meet the August 1, 2012 deadline established by AB 1484 (the "Housing Inventory Form"). This item would amend the Housing Inventory Form to include an asset inadvertently left off of the list, namely repayment of the Supplemental Educational Revenue Augmentation Fund ("SERAF") payments owed by the Successor Agency to the City.

Action Taken: The City Council adopted **Resolution No. SA-19** amending the Housing Asset Form for the transfer of Housing Assets to the Housing Successor Agency on Consent Calendar.

Resolution No. SA-19, entitled:

A RESOLUTION OF THE CITY COUNCIL ACTING AS THE HOUSING SUCCESSOR AGENCY TO THE MONTEREY PARK REDEVELOPMENT AGENCY AMENDING THE HOUSING INVENTORY FORM

6A. (SA) RESOLUTION APPROVING SETTLEMENT AGREEMENT WITH ATLANTIC TIMES SQUARE II, LLC (supplemental add on item)

Consideration and possible action to adopt a resolution approving a settlement agreement with Atlantic Times Square II, LLC and announcing action taken during closed session on September 12, 2012.

Action Taken: The City Council (1) adopted **Resolution No. SA-20** approving a final settlement agreement with Atlantic Times Square II, LLC and announced action taken during closed session on September 12, 2012 authorizing the City Manager to execute a settlement agreement, in a form approved by the City Attorney, with Atlantic Times Square II, LLC and (2) recommended that the Oversight Board approve the final settlement agreement at its next scheduled meeting on Consent Calendar.

Resolution No. SA-20, entitled:

A RESOLUTION APPROVING A SETTLEMENT AGREEMENT WITH ATLANTIC TIMES SQUARE II, LLC AND REAFFIRMING THE SIGNATURE AUTHORITY FOR SUCH AGREEMENT DELEGATED TO THE CITY MANAGER ON SEPTEMBER 12, 2012

This is the end of Successor Agency (SA) items.

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
SEPTEMBER 27, 2012**

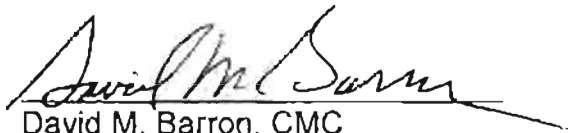
The City Council of the City of Monterey Park scheduled a Special Meeting of the Council and Successor Agency (SA) in Room 266, Second Floor of City Hall, located at 320 West Newmark Avenue in the City of Monterey Park, Thursday, September 27, 2012 at 5:30 p.m.

NOTICE OF ADJOURNMENT

At 5:30 p.m., due to a lack of a quorum, City Clerk/Secretary Barron adjourned the special meeting.

Present – Council Members: None

Absent – Council Members: Lau, Wong, Real Sebastian, Ing


David M. Barron, CMC
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
OCTOBER 1, 2012**

The City Council of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall, located at 320 West Newmark Avenue in the City of Monterey Park, Monday, October 1, 2012 at 5:30 p.m.

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

CALL TO ORDER:

Mayor Ing called the meeting to order at 5:35 p.m.

ROLL CALL:

City Clerk Barron called the roll:

Council Members Present: Lau, Wong, Real Sebastian, Ing

Council Members Absent: None

Also Present: City Manager Talbot, Deputy City Attorney Smith, Economic Consultant Yoshizaki, Acting Economic Development Specialist Ramirez, Financial Services Manager Yaung

ORAL & WRITTEN COMMUNICATIONS

None.

NEW BUSINESS

1. (SA) RESOLUTION APPROVING RESULTS OF A DUE DILIGENCE REVIEW OF THE LOW AND MODERATE INCOME HOUSING FUND (LMIHF)

The Legislature established new requirements pursuant to AB1484 for successor agencies to conduct a due diligence review by a County approved auditors, to determine the unobligated balances available for transfer to taxing entities. This Resolution approves a audit review conducted by Pun & McGeady LLP between fiscal years 2010-2013.

Action Taken: The City Council (acting on behalf of the Successor Agency) (1) adopted **Resolution No. SA-21** for the due diligence review of the LMIHF; (2) authorized staff to take the due diligence review to the Oversight Board for it's review and consideration; and (3) authorized staff to forward the review to the Department of Finance following the Oversight Board's consideration.

Resolution No. SA-21, entitled:

A RESOLUTION APPROVING A LOW AND MODERATE INCOME HOUSING FUND DUE DILIGENCE REPORT

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

Ayes: Council Members: Lau, Wong, Real Sebastian, Ing
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

ADJOURNMENT

There being no further business for consideration, the meeting adjourned at 6:20 p.m.

A handwritten signature in black ink, appearing to read "David M. Barron", written over a horizontal line.

David M. Barron, CMC
City Clerk

Staff Report City of Monterey Park

DATE: October 17, 2012

TO: Paul Talbot, City Manager on behalf of the Successor Agency

FROM: Jim Basham, Director of Community Development

SUBJECT: **CONSENT ITEM: AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT ON BEHALF OF THE SUCCESSOR AGENCY WITH JWA URBAN CONSULTANTS TO ASSIST THE HOUSING SUCCESSOR AGENCY WITH MONITORING THE HOUSING AFFORDABILITY COMPLIANCE REGULATIONS**

SUMMARY:

In the past several months, the City Council serving as the Successor Agency for the former Redevelopment Agency approved Recognized Obligation Payment Schedules (ROPS) which includes operational expenses from July 1, 2012 through June 30, 2013. Two of the operational line items totaling \$78,000 are to be allocated towards monitoring the existing affordable housing compliance obligations for the housing projects that were retained as a result of the dissolution of the Redevelopment Agency. The monitoring responsibility for the housing projects is now a function of the Community Development Department and the funds would be shared between the Department's part-time Senior Clerk Typist and JWA to monitor the housing projects.

DISCUSSION:

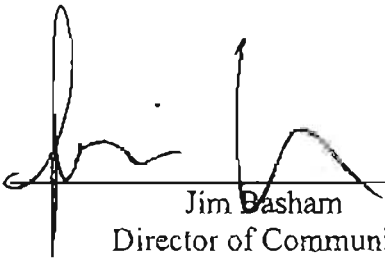
Currently, JWA Consulting Services has been under contract with the City for several months assisting the Community Development Department with the daily operation of the Federal CDBG/HOME housing and commercial programs. Since the federal, state and local housing duties are interrelated, Staff recommends that JWA services be used to assist the Housing Successor Agency with the monitoring and compliance requirements for the four housing projects addressed 321-371 East Pomona Avenue and the 534 Chandler Avenue. Staff would also utilize the partial funding towards an existing part-time Senior Clerk employee to assist with prequalifying tenants for housing purposes.

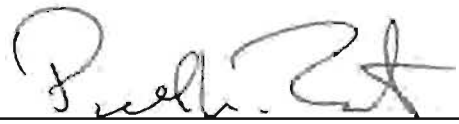
FISCAL IMPACT:

The contract services will be funded with approved Recognized Obligation Payment funds in the amount of \$66,000.

RECOMMENDATION:

Authorize the City Manager to execute an agreement on behalf of the Successor Agency, and in a form approved by the City Attorney, with JWA Urban Consultants, Inc., in the amount not to exceed \$66,000 to complete the tasks outlined in the scope of services for the Housing Successor Agency effective July 1, 2012 and ending June 30, 2013.

By: 
Jim Dasham
Director of Community
Development

Approved: 
Paul Talbot
City Manager

/JB

JWA Contract and Scope of Services

ATTACHMENT #1

SCOPE OF WORK

Consultant agrees to provide the necessary and appropriate level of service to the Housing Successor Agency in order to effectively and efficiently manage the real estate holdings listed below and as may be modified later. The list of services identified below is not exhaustive and are listed to provide a sense of the nature of work involved.

Affordable Housing Assets:

- 534 N. Chandler Avenue
- 321, 325, 341, 371 E. Pomona Boulevard

Services:

- Complete the rehabilitation of the Chandler Property, located at 534 N. Chandler Ave.
- Complete the rehabilitation of specific units for the purpose of re-renting at 321, 325, 341 and 371 E. Pomona.
- Provide renter intake and eligibility determination, such as, but not limited to, low-and moderate-income eligibility, family size, credit history, etc. for City review and approval.
- Provide marketing of rental properties and showing of properties to prospective tenants.
- Providing property management and monitoring services of all affordable housing units.
- Coordinate the on-going maintenance of the affordable units.
- Collect and distribute the program income from each affordable housing unit and assign to the appropriate SA and HUD account for on-going maintenance of the properties.
- Provide annual tenant income and eligibility compliance determination for all affordable housing units.

PERSONNEL

Albert Ramirez (Associate) will provide regular office hours at City Hall. Jack Wong (Principal) will provide oversight and general coordination of work. Both individuals are experienced with the rehabilitation and management of properties as well as municipal and city planning procedures. Mr. Wong is also familiar with the redevelopment dissolution process and timeline. They will be assisted by Gabriela Silva (Assistant), Priscila Davila (Senior) and Susan Louie (Senior), on an as needed basis, to maintain timeliness and cost efficiency.

FEE SCHEDULE

The following table is based upon a hypothetical work allocation that will provide 16 hours of coverage through the week. JWA anticipates that the day-to-day responsibilities will be completed on an hourly basis and annual reports on a fixed fee basis as outlined in the table below. The actual number of hours

worked will be at the direction of the Community Development Director and will vary depending upon the work volume. JWA will be able to perform the work on-site as well as completing certain activities and tasks off-site. The hours below are reflective of a hypothetical work schedule for illustration purposes.

FEE SCHEDULE AND PROJECTED MONTHLY BUDGET				
HOURLY FEE SCHEDULE		PROJECTED MONTHLY BUDGET		
POSITION	HOURLY RATE*	WEEKLY HOURS	MONTHLY HOURS	MONTHLY INVOICE
Principal	\$152	2	8	\$1216
Senior	\$88	2	8	\$704
Associate	\$67	12	48	\$3216
Assistant	\$57	4	16	\$912
GIS/Graphics	\$122	-	-	\$0
TOTAL		20	80	\$6048.00
LUMP SUM FIXED FEE PROJECTS:				
Compliance Monitoring for Income and Residency of tenants				\$180 per case
* Note: Fees are increased 3% effective July 1 of each year. Mileage is charged at \$0.50 per mile portal-to-portal. Principal hours will be nominal.				

Staff Report City of Monterey Park

October 17, 2012

To: Paul Talbot, City Manager

From: Annie Yaung, CPFO, Financial Services Manager

Subject: Warrant Register for Housing Successor Agency to the Former
Community Redevelopment Agency of October 17, 2012

The claims and demands on the attached warrant register have been duly audited. I certify that the said claims and demands are accurate, are proper charges against the City of Monterey Park, Acting as the Housing Successor Agency to the Former Community Redevelopment Agency (Housing SA). I also certify that there are monies available for the payments thereof. Please note that amounts being paid by the Housing SA funds in this warrant register represented expenditures incurred, which are pending for approval by the Oversight Board.

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered 20-22 (Housing SA).

Fiscal Impact

Disbursements from the Housing Successor Agency fund total \$350.96.

Recommendation

Adopt the Housing Successor Agency Resolution approving payment of warrants.

By: _____

Annie Yaung, CPFO
Financial Services Manager

Approval: _____

Paul Talbot
City Manager

RESOLUTION NO. HOUSING SA-_____

A RESOLUTION OF THE
HOUSING SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY
ALLOWING CERTAIN CLAIMS AND DEMANDS
PER WARRANT REGISTER DATED 17TH DAY OF OCTOBER 2012
TOTALING \$350.96 AND SPECIFYING THE FUNDS OUT
OF WHICH THE SAME ARE TO BE PAID

THE HOUSING SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY
DOSE RESOLVE AS FOLLOWS:

SECTION 1. That the following claims and demands have been audited and that the same
are hereby allowed from various funds in the following amounts:

Housing Successor Agency	\$ 350.96
Total	<u>\$ 350.96</u>

PASSED, APPROVED AND ADOPTED THE 17TH DAY OF OCTOBER 2012.

Mitchell Ing
City of Monterey Park,
California

ATTEST:

David M. Barron, CMC, City Clerk
City of Monterey Park,
California

Resolution No. SA-_____
Page 2

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
HOUSING SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY)
OF CITY OF MONTEREY PARK)

I hereby certify that this resolution was duly adopted by the
Housing Successor Agency to the Former Community Redevelopment Agency,
at a regular meeting held on the 17th day of October 2012 by the following vote.

AYES:
NOES:
ABSTAIN:
ABSENT:

David M. Barron, CMC, City Clerk
City of Monterey Park,
California

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/17/2012

4

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
SOUTHERN CALIFORNIA EDISON CO.	0880-701-0880-05451	112.88	ELECTRICITY-325 E. POMONA		20	
	0880-701-0880-05451	1.48	ELECTRICITY-371 E. POMONA		20	
	0880-701-0880-05455	0.53	ELECTRICITY-534 CHANDLER		20	
	0880-701-0880-05455	46.96	ELECTRICITY-534HM CHANDLER		20	
	0880-701-0880-05455	1.80	ELECTRICITY-534F CHANDLER		20	
						163.65
THE GAS COMPANY (DBA)	0880-701-0880-05455	12.22	GAS SERVICE-534D CHANDLER		21	
	0880-701-0880-05455	11.61	GAS SERVICE-534E CHANDLER		21	
	0880-701-0880-05455	11.61	GAS SERVICE-534F CHANDLER		21	
	0880-701-0880-05455	4.73	GAS SERVICE-534J CHANDLER		21	
	0880-701-0880-05454	1.34	GAS SERVICE-321 E. POMONA		21	
						41.51
	TOTAL FOR PREPAID WARRANTS					205.16

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/17/2012

5

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
FOUR SEASONS CONSTRUCTION	0880-701-0880-05455	145.80	COMM REHAB-534 CHANDLER		22	145.80
TOTAL FOR PRINTED WARRANTS						145.80

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/17/2012

6

TOTAL FOR PREPAID WARRANTS	205.16
TOTAL FOR PRINTED WARRANTS	145.80
TOTAL WARRANTS	350.96
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	2
TOTAL CHECKS PRINTED	1
TOTAL CHECKS ISSUED	3

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/17/2012
FUND SUMMARY

7

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0880	CITY/HOUSING SUCCESSOR AGENCY	205.16	145.80	350.96
	TOTAL	205.16	145.80	350.96

Staff Report City of Monterey Park

DATE: October 17, 2012

TO: Paul Talbot, City Manager
FROM: David M. Barron, City Clerk
SUBJECT: Housing Successor Agency (HSA) Minutes

Attached are minutes for approval by City Council for the following meetings:

- September 19, 2012 (Regular Meeting 7:00 p.m.)

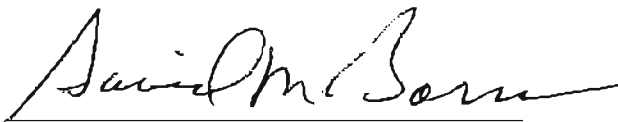
FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended that the City Council acting on behalf Successor Agency to the former Redevelopment Agency approved the minutes.

By:



David M. Barron
City Clerk (E)

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
HOUSING SUCCESSOR AGENCY (HSA)
REGULAR MEETING
SEPTEMBER 19, 2012**

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chambers, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, September 19, 2012 at 7:00 p.m.

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

CALL TO ORDER:

Mayor Ing called the meeting to order at 7:05 p.m.

FLAG SALUTE:

The Monterey Park Police Explorers led the flag salute.

ROLL CALL:

City Clerk Barron called the roll:

Council Members Present: Lau, Wong, Real Sebastian, Ing

Council Members Absent: None

ALSO PRESENT: City Manager Talbot, City Attorney Hensley, City Treasurer Leon, Director of Community Development Basham, Director of Public Works Saykali, Director of Human Resources Cody, Fire Chief Birrell, Fire Captain Hallock, Financial Services Manager Yaung, Police Chief Smith, Acting Economic Development Specialist Ramirez, Interim City Librarian Arvizu

1. AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION

None.

2. PRESENTATION: September is NATIONAL PREPAREDNESS MONTH

National Preparedness Month is a nationwide effort held each September to encourage Americans to take simple steps to prepare for emergencies in their homes, businesses, and schools.

Accepting Proclamation: Chief Jim Birrell and Captain Matt Hallock

Public Speakers:

- Brett Baligad spoke as a student from St. Thomas Aquinas Catholic School inviting the council and residents to attend the school's Moon Festival on Saturday, September 29, 2012 from 5:00 p.m. – 9:00 p.m.

MISSION STATEMENT

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

(SA) CONSENT CALENDAR CONSISTS OF ITEM 3 to 6A

3. (SA) RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council (acting on behalf of the Successor Agency) approve all disbursements.

See Successor Agency minutes

4. (SA) INVESTMENT REPORT AS OF AUGUST 2012

In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council disclosing types of investments, dates of maturities, amounts of deposits, rates of interest, and for securities with a maturity of more than 12 months, current market values.

See Successor Agency minutes

5. (SA) MINUTES

Approval of Minutes from regular meetings of July 18, 2012 and August 15, 2012; and special meetings of August 8, 2012 (5:30 pm) and August 8, 2012 (7:00 pm) of the Successor Agency to the former Monterey Park Redevelopment Agency.

See Successor Agency minutes

6. (SA) ADOPT RESOLUTION NO. SA-19 AMENDING THE HOUSING ASSET FORM FOR THE TRANSFER OF HOUSING ASSETS TO THE HOUSING SUCCESSOR AGENCY

Pursuant to Health and Safety Code Section 34176(a), on July 26, 2012, City staff transmitted a list of all housing assets held by the former Redevelopment Agency to the Department of Finance ("DOF") to meet the August 1, 2012 deadline established by AB 1484 (the "Housing Inventory Form"). This item would amend the Housing Inventory Form to include an asset inadvertently left off of the list, namely repayment of the Supplemental Educational Revenue Augmentation Fund ("SERAF") payments owed by the Successor Agency to the City.

See Successor Agency minutes

6A. (SA) RESOLUTION APPROVING SETTLEMENT AGREEMENT WITH ATLANTIC TIMES SQUARE II, LLC (supplemental add on item)

Consideration and possible action to adopt a resolution approving a settlement agreement with Atlantic Times Square II, LLC and announcing action taken during closed session on September 12, 2012.

See Successor Agency minutes

This is the end of Successor Agency (SA) items.

(HSA) CONSENT CALENDAR CONSISTS OF ITEM 7 TO 8

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 acting on behalf of the Housing Successor Agency of the former Monterey Park Redevelopment Agency approved and adopted Item Nos. 7 - 8 and reading resolutions and ordinances by title only and waiving further reading thereof.

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

Ayes: Council Members: Lau, Wong, Real Sebastian, Ing
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

7. (HSA) RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council (acting on behalf of the Housing Successor Agency) approve all disbursements.

Action Taken: The City Council approved payment of warrants and adopted **Resolution No. HSA – 9** of the Housing Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **September 19, 2012 totaling \$278.89** and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. HSA – 9, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **September 19, 2012 TOTALING \$278.89** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

8. (HSA) MINUTES

Approval of Minutes from regular meeting of July 18, 2012; and special meeting of August 8, 2012 (7:00 pm) of the Housing Successor Agency to the former Monterey Park Redevelopment Agency.

Action Taken: The City Council approved the minutes from the Housing Successor Agency to the former Monterey Park Redevelopment Agency regular meeting of July 18, 2012; and special meeting of August 8, 2012 (7:00 pm) on Consent Calendar.

This is the end of Housing Successor Agency (HSA) items.

PRESENTATION: JON TRAW – STREAMLINING OF PERMIT PROCESS -- UPDATE REPORT

Staff Report City of Monterey Park

October 17, 2012

To: Paul Talbot, City Manager

From: Annie Yaung, CPFO, Financial Services Manager

Subject: Warrant Register for the City of Monterey Park of
October 17, 2012

The claims and demands on the attached warrant register have been duly audited. I certify that the said claims and demands are accurate, are proper charges against the City of Monterey Park. I also certify that there are monies available for the payments thereof.

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered 274272-274507.

Fiscal Impact

Disbursements from all funds total \$485,597.83.

Recommendation

Adopt City Resolutions approving payment of warrants.

By: _____

Annie Yaung, CPFO
Financial Services Manager

Approval: _____

Paul Talbot
City Manager

RESOLUTION NO.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS
PER WARRANT REGISTER DATED 17TH DAY OF OCTOBER 2012
TOTALING \$485,597.83 AND SPECIFYING THE FUNDS OUT
OF WHICH THE SAME ARE TO BE PAID

THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DOES RESOLVE:

SECTION 1. That the following claims and demands have been audited and that the same are hereby allowed from various funds in the following amounts:

General Fund	\$ 201,944.15
State Gas Tax Fund	791.38
Refuse Fund	21,461.19
City Shop Fund	89,066.82
Technology Internal Service Fund	76.07
Payroll Clearing Account	5,810.41
Public Safety Impact Fee	3,017.99
Special Deposits Fund	16,453.48
Business Improvement Area #1	25.48
Water Fund	75,939.75
Water Treatment Fund	21,969.90
OPA Proposition A	1,077.87
Measure R Fund	1,100.17
Library Tax Fund	666.67
POST	1,923.47
Home Housing Program	1,162.85
Recreation Fund	13,716.01
Asset Forfeiture	11,433.54
Air Quality Improvement Fund	60.00
Prop C	833.00
CDBG Fund	2.94
Maintenance District 93-1	1,189.03
Used Oil Recycling Block Grant	807.50
SAFETEA-LU Grant	648.96
ELAC Instructional Serv Prog	1,440.13
CA Council For The Humanities	2,751.47
Sustainable Comm Planning	10,227.60
 TOTAL	 <u>\$ 485,597.83</u>

PASSED, APPROVED AND ADOPTED THE 17TH DAY OF OCTOBER 2012.

Mitchell Ing
City of Monterey Park, California

ATTEST

David M. Barron, CMC, City Clerk
City of Monterey Park, California

RESOLUTION NO. 11220

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STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY COUNCIL OF THE)
CITY OF MONTEREY PARK)

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Monterey Park at a regular meeting held on the 17th day of October 2012 by the following vote of the Council:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

David M. Barron, CMC, City Clerk
City of Monterey Park, California

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/17/2012

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AT & T	0010-801-3112-32050	357.86	8/12 PHONE SERVICE		274273	
	0010-801-3114-32050	3.79	8/12 PHONE SERVICE		274273	
	0092-801-4222-32050	179.09	8/12 PHONE SERVICE		274273	
	0092-801-4222-32050	45.19	9/12 PHONE SERVICE		274273	
	0010-801-3112-32050	48.74	9/12 PHONE SERVICE		274273	
						634.67
AT & T MOBILITY (DBA)	0071-801-3201-39460	154.60	FIRE-EOC SATELLITE PHONE		274274	
						154.60
AT&T	0010-801-3201-32050	1,380.08	INTERNET/PHONE SERVICE		274275	
	0010-801-6502-32050	181.54	INTERNET/PHONE SERVICE		274275	
	0010-801-1801-32050	29.80	INTERNET/PHONE SERVICE		274275	
	0010-801-3112-32050	3,899.08	INTERNET/PHONE SERVICE		274275	
	0010-801-3113-32050	14.90	INTERNET/PHONE SERVICE		274275	
	0010-801-3114-41100	31.98	INTERNET/PHONE SERVICE		274275	
	0010-801-4209-32050	273.34	INTERNET/PHONE SERVICE		274275	
	0092-801-4220-32050	396.18	INTERNET/PHONE SERVICE		274275	
	0092-801-4222-32050	837.60	INTERNET/PHONE SERVICE		274275	
						7,044.50
BJ DISCOUNT, INC	0010-801-6503-22300	214.97	BARNES POOL-SUPPLIES		274276	
						214.97
ROBERT BLAKE	0349-801-3201-39400	1,355.13	FIRE-TRAINING SUPPLIES		274272	
						1,355.13
BURNETT BRULEE	0152-450	932.00	REFUND-SECURITY DEPOSIT		274277	
						932.00
CALIFORNIA PROFESSIONAL FIREFIGHTER	0065-464	552.00	FIRE-LTD INSURANCE 10/12		274278	
						552.00
CHARTER COMMUNICATIONS	0075-450-0075-08550	56.44	INTERNET/CABLE SERVICE		274279	
						56.44
FLEITAS INTERTAMENT	0075-450-0075-08800	550.00	HARMONY CAR SHOW-SOUND SYSTEM		274280	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						550.00
INDEPENDENT CITIES ASSOCIATION	0010-801-1110-39300	2,731.00	ICA-MEMBERSHIP		274281	2,731.00
LOS ANGELES FREIGHTLINERS	0060-801-4211-31950	2,104.07	FLEET-PARTS UNIT 906		274282	2,104.07
MONTEREY PARK PETTY CASH	0160-801-3101-39400	105.00	PETTY CASH-POLICE TRAINING		274283	
	0010-801-1101-22670	10.44	PETTY CASH-REFRESHMENTS		274283	
	0010-801-3210-22750	47.85	PETTY CASH-REFRESHMENTS		274283	
	0165-801-4201-11700	60.00	PETTY CASH-PARKING PERMIT		274283	
	0010-801-1703-33200	31.86	PETTY CASH-MILEAGE		274283	
	0010-801-1703-33200	53.95	PETTY CASH-MILEAGE		274283	
	0010-801-3210-22750	67.10	PETTY CASH-REFRESHMENTS		274283	
	0010-801-1201-33200	11.00	PETTY CASH-PARKING		274283	
	0010-801-6502-31150	62.76	PETTY CASH-SUPPLIES		274283	
	0092-801-4223-39300	38.39	PETTY CASH-REFRESHMENTS		274283	
	0010-701-0010-06400	39.00	PETTY CASH-REFUND		274283	
	0010-801-3210-22750	32.37	PETTY CASH-SUPPLIES		274283	559.72
MUSIC GEM	0010-801-6505-23910	200.00	VOLUNTEER RECON-PERFORMER		274284	200.00
NATIONAL FIRE SPRINKLER	0010-801-3205-39400	200.00	FIRE PREVENTION-TRAINING		274285	200.00
NEXTEL COMMUNICATIONS	0010-801-1408-32050	229.94	7/12-8/11/12 WIRELESS DATA		274286	
	0010-801-1701-32050	21.23	7/12-8/11/12 WIRELESS DATA		274286	
	0010-801-1702-32050	104.19	7/12-8/11/12 WIRELESS DATA		274286	
	0010-801-1703-32050	37.12	7/12-8/11/12 WIRELESS DATA		274286	
	0010-801-1801-32050	42.44	7/12-8/11/12 WIRELESS DATA		274286	
	0010-801-3112-32050	2,112.71	7/12-8/11/12 WIRELESS DATA		274286	
	0010-801-4209-32050	566.20	7/12-8/11/12 WIRELESS DATA		274286	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
NEXTEL COMMUNICATIONS	0010-801-4212-32050	350.08	7/12-8/11/12 WIRELESS DATA		274286	
	0010-801-6502-32050	164.31	7/12-8/11/12 WIRELESS DATA		274286	
	0010-801-6517-32050	279.91	7/12-8/11/12 WIRELESS DATA		274286	
	0060-801-4211-38400	16.64	7/12-8/11/12 WIRELESS DATA		274286	
	0092-801-4221-32050	97.52	7/12-8/11/12 WIRELESS DATA		274286	
	0092-801-4222-32050	195.12	7/12-8/11/12 WIRELESS DATA		274286	
	0092-801-4223-32050	246.56	7/12-8/11/12 WIRELESS DATA		274286	
	0109-801-6511-31180	213.87	7/12-8/11/12 WIRELESS DATA		274286	
	0092-801-1408-32050	380.61	7/12-8/11/12 WIRELESS DATA		274286	
						5,058.45
POALAC	0071-801-3111-39400	50.00	POLICE-TRAINING		274287	
						50.00
SBC LONG DISTANCE	0010-801-1408-32050	26.43	PHONE SERVICE-8/12		274288	
	0010-801-3112-32050	17.63	PHONE SERVICE-8/12		274288	
	0010-801-1408-32050	8.81	PHONE SERVICE-8/12		274288	
	0010-801-6001-32050	2.94	PHONE SERVICE-8/12		274288	
	0169-801-2201-32050	2.94	PHONE SERVICE-8/12		274288	
						58.75
JAMES SMITH	0160-801-3101-11400	94.54	POLICE-TRAINING		274289	
						94.54
SOUTHERN CALIFORNIA EDISON CO.	0152-701-0152-05451	76.84	ELECTRICITY-325 E. POMONA		274290	
	0152-701-0152-05453	63.53	ELECTRICITY-341 E. POMONA		274290	
	0152-701-0152-05452	23.24	ELECTRICITY-371 E. POMONA		274290	
	0152-701-0152-05455	0.12	ELECTRICITY-534 CHANDLER		274290	
	0152-701-0152-05455	11.01	ELECTRICITY-534HM CHANDLER		274290	
	0152-701-0152-05455	0.42	ELECTRICITY-534F CHANDLER		274290	
						175.16
THE GAS COMPANY (DBA)	0152-701-0152-05455	2.87	GAS SERVICE-534D CHANDLER		274291	
	0152-701-0152-05455	2.72	GAS SERVICE-534E CHANDLER		274291	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
THE GAS COMPANY (DBA)	0152-701-0152-05455	2.72	GAS SERVICE-534F CHANDLER		274291	
	0152-701-0152-05455	1.11	GAS SERVICE-534J CHANDLER		274291	
	0152-701-0152-05454	12.07	GAS SERVICE-321 E.POMONA		274291	21.49
UNITED STATES POST OFFICE	0092-801-4221-32200	10,000.00	POSTAGE-WATER BILLS		274292	10,000.00
CHESTER S YOSHIZAKI	0010-801-1201-31950	4,706.25	CONSULTANT-8/12		274293	4,706.25
TOTAL FOR PREPAID WARRANTS						37,453.74

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
220 ATLANTIC LLC	0010-701-0010-06220	500.00	REFUND-CITATION		274294	500.00
ADMINISTRATIVE FIRE SERVICE	0010-801-3210-39300	50.00	MEMBERSHIP-FIRE		274295	50.00
ADVANCE PEST TERMITE CONTROL	0159-801-6507-31160	28.00	PEST CONTROL	70223	274296	
	0010-801-6502-38250	39.00	PEST CONTROL	70223	274296	
	0159-801-6507-31160	35.00	PEST CONTROL	70223	274296	
	0159-801-6507-31160	39.00	PEST CONTROL	70223	274296	
	0159-801-6507-31160	50.00	PEST CONTROL	70223	274296	
	0010-801-6517-38100	44.00	PEST CONTROL	70223	274296	
	0010-801-3210-22750	44.00	PEST CONTROL	70163	274296	
	0010-801-3210-22750	33.00	PEST CONTROL	70163	274296	
	0010-801-3210-22750	39.00	PEST CONTROL	70163	274296	
	0010-801-3104-31950	30.00	PEST CONTROL		274296	
	0010-801-3113-38100	39.00	PEST CONTROL	70202	274296	420.00
ADVANCED ELECTRONICS	0010-801-3112-38400	4,440.00	POLICE-RADIO MAINTENANCE	70351	274297	4,440.00
AES WATER, INC	0092-801-4222-38400	3,986.00	WATER-MAINTENANCE	70146	274298	3,986.00
AFFILIATED SYSTEMS, INC.	0010-801-1801-39550	648.00	FUL SHOTS-SWORN PERSONNEL		274299	648.00
AGENCIES TOOL CENTER, INC.	0060-801-4211-54100	971.91	FLEET-PARTS UNIT 868		274300	971.91
ALHAMBRA MUNICIPAL COURT	0010-701-0010-03620	14,623.14	CITATION PROCESSING		274301	14,623.14
ALLSTAR FIRE EQUIPMENT INC.	0010-801-3210-22300	913.50	FIRE-SUPPLIES	70167	274302	913.50
AMTECH ELEVATOR SERVICES	0010-801-4210-38100	441.62	ELEVATOR MAINTENANCE	70095	274303	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						441.62
APPLIED TECHNOLOGY GROUP INC	0092-801-4222-23400	1,568.06	WATER-COMMUNICATION EQUIP	70359	274304	
	0092-801-4222-23400	1,568.06	WATER-COMMUNICATION EQUIP	70359	274304	
	0092-801-4222-23400	1,568.06	WATER-COMMUNICATION EQUIP	70359	274304	
						4,704.18
ARGIL BLDG. MATERIAL CO.	0010-801-4202-22400	82.65	STREET-CONCRETE	70089	274305	
						82.65
DOLORES ARREDONDO	0159-801-6507-31920	65.00	INSTRUCTOR-RECREATION CLASS		274306	
						65.00
ARROYO BACKGROUND INVESTIGATIONS, I	0010-801-3104-31950	280.00	BACKGROUND INVESTIGATIONS		274307	
						280.00
AT YOUR SERVICE	0010-701-0010-02010	31.50	REFUND-BUSINESS LICENSE		274308	
						31.50
AUTO LOCK SPECIALISTS	0060-801-4211-31950	460.00	FLEET-KEY UNIT 049 & 037		274309	
						460.00
AWARDS BY CHAMPION	0075-450-0075-08420	1,108.16	POLICE-GOLF SIGNS		274310	
						1,108.16
AYRES HOTEL & SPA MORENO VALLEY	0010-801-3210-39400	453.85	FIRE-TRAINING		274311	
						453.85
BAKER & TAYLOR INC	0010-801-6002-40000	120.14	BOOK(S) 1		274312	
	0010-801-6002-40000	202.97	BOOK(S) 2		274312	
	0010-801-6002-40000	22.27	BOOK(S) 1		274312	
	0010-801-6002-40000	22.19	BOOK(S) 1		274312	
	0010-801-6006-40000	7.86	BOOK(S) 1		274312	
	0010-801-6006-40000	14.57	BOOK(S) 1		274312	
	0010-801-6006-40000	19.32	BOOK(S) 1		274312	
	0010-801-6006-40000	81.45	BOOK(S) 5		274312	
	0010-801-6006-40000	148.52	BOOK(S) 9		274312	
	0428-801-6002-22750	10.01	BOOK(S) 1		274312	

CITY OF MONTEREY PARK
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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
BAKER & TAYLOR INC	0428-801-6002-22750	41.46	BOOK(S) 3		274312	690.76
BATTERY SYSTEMS, INC	0060-801-4211-23500	166.68	FLEET-BATTERIES	70012	274313	166.68
KELLY BERTSCH	0136-801-3101-33250	482.29	POLICE-POST TRAINING		274314	482.29
BOB BARKER CO., INC.	0010-801-3113-22600	506.60	POLICE-SUPPLIES		274315	814.54
	0010-801-3113-22600	307.94	POLICE-SUPPLIES	70204	274315	
BOB MURRAY AND ASSOCIATES	0010-801-1801-31950	5,850.07	CITY LIBRARIAN RECRUITMENT		274316	5,850.07
C.E.G. INVESTIGATIONS	0010-801-3102-31950	186.06	FIRE PREV-HEARINGS		274317	186.06
CALIFORNIA BUILDING STANDARDS COMM)	0010-701-0010-09202	250.20	BUILDING PERMIT SURCHARGE FEE		274318	250.20
CALOX, INC	0010-801-3210-22750	92.00	FIRE-MEDICAL SUPPLIES	70169	274319	143.00
	0010-801-3210-22750	29.75	FIRE-MEDICAL SUPPLIES	70169	274319	
	0010-801-3210-22750	21.25	FIRE-MEDICAL SUPPLIES	70169	274319	
CARROWS RESTAURANTS	0010-701-0010-02010	116.00	REFUND-BUSINESS LICENSE		274320	116.00
PETER CHOW	0010-701-0010-03630	65.00	REFUND-PARKING CITATION		274321	130.00
	0010-701-0010-03630	65.00	REFUND-PARKING CITATION		274321	
CINTAS CORPORATION	0092-801-4221-22300	38.66	WATER-UNIFORMS		274322	
	0092-801-4222-22300	119.22	WATER-UNIFORMS		274322	
	0092-801-4223-22300	100.65	WATER-UNIFORMS		274322	
	0010-801-6001-38400	84.96	LIBRARY-DOOR MAT		274322	
	0092-801-4221-22300	64.36	WATER-UNIFORMS		274322	

CITY OF MONTEREY PARK
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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CINTAS CORPORATION	0092-801-4222-22300	106.40	WATER-UNIFORMS		274322	
	0092-801-4223-22300	70.44	WATER-UNIFORMS		274322	584.69
CITATION MANAGEMENT (DBA)	0010-701-0010-03630	4,981.37	8/12-PARKING CITATIONS		274323	4,981.37
CLEANCIERGE INC.	0010-801-3210-39050	326.36	FIRE-UNIFORM CLEANING		274324	
	0010-801-3210-39050	326.36	FIRE-UNIFORM CLEANING		274324	652.72
DANIEL CLINE	0010-801-3210-22750	142.03	FIRE-BAGLEY FIRE		274325	142.03
CLINICAL LABORATORY OF	0093-801-4226-31950	778.05	WATER ANALYSIS	70349	274326	
	0093-801-4226-31950	10.45	WATER ANALYSIS	70349	274326	
	0093-801-4226-31950	10.45	WATER ANALYSIS	70349	274326	
	0093-801-4226-31950	778.05	WATER ANALYSIS	70349	274326	
	0093-801-4226-31950	10.45	WATER ANALYSIS	70349	274326	
	0093-801-4226-31950	778.05	WATER ANALYSIS	70349	274326	
	0093-801-4226-31950	20.90	WATER ANALYSIS	70349	274326	
	0093-801-4226-31950	1,542.80	WATER ANALYSIS	70349	274326	
	0093-801-4232-31950	114.00	WATER ANALYSIS	70059	274326	
	0093-801-4229-31950	10.45	WATER ANALYSIS	70059	274326	
	0093-801-4229-31950	10.45	WATER ANALYSIS	70059	274326	
	0093-801-4229-31950	10.45	WATER ANALYSIS	70059	274326	
	0093-801-4229-31950	31.35	WATER ANALYSIS	70059	274326	
	0093-801-4229-31950	7.60	WATER ANALYSIS	70059	274326	
	0093-801-4228-31950	19.00	WATER ANALYSIS	70059	274326	
	0093-801-4230-31950	10.45	WATER ANALYSIS	70349	274326	
	0093-801-4230-31950	10.45	WATER ANALYSIS	70349	274326	
	0093-801-4230-31950	83.60	WATER ANALYSIS	70349	274326	
	0093-801-4230-31950	83.60	WATER ANALYSIS	70349	274326	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CLINICAL LABORATORY OF	0093-801-4230-31950	10.45	WATER ANALYSIS	70349	274326	
	0093-801-4230-31950	10.45	WATER ANALYSIS	70349	274326	
	0093-801-4230-31950	10.45	WATER ANALYSIS	70349	274326	
	0093-801-4230-31950	10.45	WATER ANALYSIS	70349	274326	
	0093-801-4230-31950	10.45	WATER ANALYSIS	70349	274326	
	0093-801-4230-31950	20.90	WATER ANALYSIS	70349	274326	
	0093-801-4230-31950	10.45	WATER ANALYSIS	70349	274326	
	0093-801-4230-31950	10.45	WATER ANALYSIS	70349	274326	
	0093-801-4230-31950	20.90	WATER ANALYSIS	70349	274326	
	0093-801-4230-31950	10.45	WATER ANALYSIS	70349	274326	
	0093-801-4230-31950	10.45	WATER ANALYSIS	70349	274326	
	0093-801-4230-31950	10.45	WATER ANALYSIS	70349	274326	
	0093-801-4227-31950	10.45	WATER ANALYSIS	70349	274326	
	0093-801-4227-31950	10.45	WATER ANALYSIS	70349	274326	
	0093-801-4227-31950	10.45	WATER ANALYSIS	70349	274326	
	0093-801-4227-31950	41.80	WATER ANALYSIS	70349	274326	
	0093-801-4227-31950	10.45	WATER ANALYSIS	70349	274326	
	0093-801-4227-31950	460.75	WATER ANALYSIS		274326	
	0093-801-4227-31950	255.55	WATER ANALYSIS		274326	
	0093-801-4227-31950	10.45	WATER ANALYSIS		274326	
	0093-801-4227-31950	10.45	WATER ANALYSIS		274326	
	0092-801-4222-31950	10.45	WATER ANALYSIS		274326	
	0092-801-4222-31950	111.15	WATER ANALYSIS		274326	
	0092-801-4222-31950	10.45	WATER ANALYSIS		274326	
	0092-801-4222-31950	10.45	WATER ANALYSIS		274326	
	0092-801-4222-31950	180.98	WATER ANALYSIS		274326	
	0092-801-4222-31950	52.25	WATER ANALYSIS		274326	
	0092-801-4222-31950	10.45	WATER ANALYSIS		274326	
	0092-801-4222-31950	111.15	WATER ANALYSIS		274326	
	0092-801-4222-31950	52.25	WATER ANALYSIS		274326	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CLINICAL LABORATORY OF	0092-801-4222-31950	10.45	WATER ANALYSIS		274326	
	0092-801-4222-31950	901.55	WATER ANALYSIS		274326	
	0092-801-4222-31950	52.25	WATER ANALYSIS		274326	
	0093-801-4228-31950	76.00	WATER ANALYSIS		274326	
	0093-801-4228-31950	19.00	WATER ANALYSIS		274326	
	0093-801-4228-31950	10.45	WATER ANALYSIS		274326	
	0093-801-4231-31950	141.55	WATER ANALYSIS		274326	
						7,048.53
COAST FITNESS REPAIR SHOP INC (DBA)	0010-801-6505-23050	138.49	RECREATION-EQUIPMENT REPAIR		274327	
						138.49
STEVEN CODAY	0160-801-3101-39400	200.00	POLICE-TRAINING		274328	
						200.00
COMMUNICATIONS CENTER (DBA)	0010-801-3102-38400	112.50	POLICE-EQUIPMENT CERTIFICATION		274329	
						112.50
COMMUNITY PARTNERS	0159-801-6507-31920	165.75	INSTRUCTOR-RECREATION CLASS		274330	
						165.75
COMPUTER SERVICE COMPANY	0010-801-4206-38400	13,074.02	TRAFFIC SIGNAL MAINT-1/12	70323	274331	
	0010-801-4206-38400	3,460.00	TRAFFIC SIGNAL MAINT-7/12	70323	274331	
	0010-801-4206-38400	18,995.17	TRAFFIC SIGNAL MAINT-7/12	70323	274331	
	0010-801-4206-38400	3,460.00	TRAFFIC SIGNAL MAINT-8/12	70323	274331	
						38,989.19
COUNTY OF LOS ANGELES	0010-801-3111-31950	1,175.98	ANIMAL CONTROL SERVICES		274332	
						1,175.98
CROWN GRAPHICS (DBA)	0160-850-4211-54050	215.50	FLEET-DECAL		274333	
	0060-801-4211-38400	157.79	FLEET-DECAL	70017	274333	
						373.29
DAILY JOURNAL CORPORATION	0010-801-1301-34050	201.60	LEGAL NOTICE	70069	274334	
	0010-801-1301-34050	201.60	LEGAL NOTICE	70069	274334	
	0010-801-1301-34050	165.00	LEGAL NOTICE	70069	274334	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
DAILY JOURNAL CORPORATION	0010-801-1301-34050	113.40	LEGAL NOTICE	70069	274334	681.60
DELL MARKETING LP	0071-801-3210-24150	2,079.06	FIRE-COMPUTER		274335	
	0010-801-1201-21350	94.45	CMO-COMPUTER SUPPLIES		274335	2,173.51
LI ADAM DENG	0010-801-3101-11450	120.00	POLICE-COURT TIME		274336	120.00
DEPARTMENT OF CONSERVATION	0010-701-0010-09200	562.50	STRONG MOTION FEE-1ST QTR		274337	562.50
DEPARTMENT OF JUSTICE	0010-801-1801-39550	32.00	9/12-FINGERPRINT PROCESSING		274338	
	0010-701-0010-03710	677.00	9/12-FINGERPRINT PROCESSING		274338	709.00
DEPT OF TRANSPORTATION	0010-801-4206-41100	2,837.29	MAINT. OF STATE HIGHWAY	70345	274339	2,837.29
DETRICK LAWRENCE CORPORATION (DBA)	0071-801-3201-39460	407.00	FIRE-TRAINING SOFTWARE		274340	407.00
DOUBLETREE GUEST SUITES (DBA)	0136-801-3101-33250	286.45	POLICE-POST TRAINING		274341	286.45
DRAIN RIGHT SERVICES INC	0010-701-0010-02010	75.00	REFUND-BUSINESS LICENSE		274342	75.00
DUKE'S LANDSCAPING INC.	0022-801-4202-31950	349.00	9/12-GARDENING SERVICES		274343	349.00
DEAN N EDDOW	0159-801-6507-31920	172.90	INSTRUCTOR-RECREATION CLASS		274344	172.90
DAVID ELLIOTT	0136-801-3101-33250	113.22	POLICE-POST TRAINING		274345	113.22
EMBASSY SUITES HOTEL SAN DIEGO BAY	0136-801-3101-33250	371.51	POLICE-POST TRAINING		274346	371.51

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EMPIRE CLEANING SUPPLY	0010-801-4210-22150	94.47	JANITORIAL SUPPLIES	70104	274347	
	0010-801-4210-22150	83.19	JANITORIAL SUPPLIES	70104	274347	
	0010-801-6502-22150	454.18	JANITORIAL SUPPLIES	70231	274347	
	0010-801-6505-22150	1,358.00	JANITORIAL SUPPLIES	70231	274347	
	0010-801-4210-22150	619.26	JANITORIAL SUPPLIES	70104	274347	
	0010-801-6517-22150	583.76	JANITORIAL SUPPLIES	70249	274347	
	0010-801-3210-22150	103.75	JANITORIAL SUPPLIES	70194	274347	
						3,296.61
ENNIS TRAFFIC SAFETY SOLUTIONS	0010-801-4206-23100	2,288.64	TRAFFIC-PAINT SUPPLIES	70082	274348	
						2,288.64
STUART ENSBERG	0010-701-0010-02010	136.50	REFUND-BUSINESS LICENSE FEE		274349	
						136.50
EWING IRRIGATION PRODUCTS, INC.	0176-801-6516-23300	400.00	IRRIGATION SUPPLIES	70289	274350	
	0176-801-6516-38500	151.68	IRRIGATION SUPPLIES		274350	
						551.68
FEDERAL EXPRESS CORP.	0010-801-1403-32200	25.42	DELIVERY SERVICE		274351	
	0092-801-4223-31950	22.36	DELIVERY SERVICE		274351	
	0010-801-3101-32200	32.11	DELIVERY SERVICE		274351	
						79.89
FESS PARKER'S DOUBLETREE	0160-801-3101-39400	568.50	POLICE-TRAINING		274352	
						568.50
FIBERLINK COMMUNICATIONS CORPORATIO	0010-850-1403-38400	1,200.00	MOBILE MANAGEMENT		274353	
						1,200.00
FLINT STRATEGIES	0166-801-4201-39300	833.00	CONSULTATION-710 FWY		274354	
						833.00
FORTUNE DUMPLING	0010-701-0010-02010	115.80	REFUND-BUSINESS LICENSE		274355	
						115.80
CHAI FOSTERLING	0159-801-6507-31920	327.60	INSTRUCTOR-RECREATION CLASS		274356	
						327.60

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
FOUR SEASONS CONSTRUCTION	0152-701-0152-05455	34.20	COMM REHAB-534 CHANDLER		274357	34.20
FRIENDS OF THE SENIORS	0109-801-6511-41200	864.00	9/12 MTA BUS PASS SALES		274358	864.00
FRY'S ELECTRONICS, INC	0060-801-4211-24150	188.07	FLEET-COMPUTER SUPPLIES	70020	274359	188.07
JOHN C. FU	0010-701-0010-06200	1,596.00	REFUND-PERMIT FEE		274360	1,596.00
GARFIELD MEDICAL CENTER	0010-801-3113-22600	24.00	PHYSICAL		274361	
	0010-801-3113-22600	24.00	PHYSICAL		274361	
	0010-801-3113-22600	24.00	PHYSICAL		274361	
	0010-801-3113-22600	24.00	PHYSICAL		274361	96.00
GENERAL PUMP COMPANY, INC.	0092-801-4225-81860	11,110.00	WATER-PUMP REPAIR	70138	274362	11,110.00
JONATHAN GIN	0349-801-3201-39400	15.00	FIRE-TRAINING		274363	15.00
GOLDEN STATE WATER COMPANY	0092-801-4222-36300	71.36	WATER SERVICE		274364	71.36
GORDON TERMITE CONTROL INC	0092-801-4220-31950	110.00	PEST CONTROL		274365	
	0092-801-4220-31950	110.00	PEST CONTROL		274365	220.00
GOVCONNECTION INC	0063-801-5002-99055	76.07	COMPUTER SUPPLIES		274366	76.07
GRAINGER	0092-801-4222-23400	84.74	WATER-SUPPLIES	70129	274367	
	0010-801-4202-22400	46.90	BLDG MAINT-SUPPLIES	70078	274367	
	0010-801-4202-22400	10.23	BLDG MAINT-SUPPLIES	70078	274367	
	0092-801-4222-23400	124.14	WATER-SUPPLIES	70129	274367	
	0092-801-4222-23400	68.23	WATER-SUPPLIES	70129	274367	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						334.24
GRAND PRIX TIRE & AUTO CENTER	0060-801-4211-38400	50.00	FLEET-PARTS UNIT 905	70022	274368	
	0060-801-4211-38400	50.00	FLEET-PARTS	70022	274368	100.00
H & H AUTO PARTS WHOLESALE	0060-801-4211-23500	196.57	FLEET-PARTS UNIT 027	70023	274369	196.57
HACH COMPANY (AKA ELE	0093-801-4227-23300	603.17	WATER ANALYSIS SUPPLIES	70130	274370	603.17
HANSON AGGREGATES	0110-801-4202-23600	564.22	STREET-SUPPLIES	70090	274371	564.22
HAROLD'S KEY SHOP, INC.	0010-801-6502-38100	90.00	KEY/LOCK SERVICES		274372	
	0092-801-4210-23050	93.05	KEY/LOCK SERVICES	70105	274372	
	0092-801-4210-23050	106.56	KEY/LOCK SERVICES	70105	274372	
	0092-801-4210-23050	967.81	KEY/LOCK SERVICES	70105	274372	1,257.42
RANDY HARPER	0349-801-3201-39400	70.00	FIRE-TRAINING		274373	70.00
HARRINGTON INDUSTRIAL PLASTICS	0093-801-4226-23300	266.44	WATER-PLUMBING SUPPLIES	70137	274374	266.44
HDL COREN & CONE	0010-801-1403-31950	6.93	AUDIT SERVICES-PROPERTY TAX		274375	6.93
HEALTHFIRST MEDICAL GROUP	0010-801-1801-31900	331.50	PRE-EMPLOYMENT PHYSICALS		274376	331.50
HERITAGE OPERATING LP (DBA) PROFLAM	0060-801-4211-22250	64.35	FLEET-PROPANE		274377	
	0060-801-4211-22250	15.48	FLEET-PROPANE		274377	79.83
THAU HO	0159-701-0159-07020	57.00	REFUND-RECREATION CLASS		274378	57.00

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SONJA HOLLADAY	0159-801-6507-31920	4,008.38	INSTRUCTOR-RECREATION CLASS		274379	
	0159-801-6507-31920	2,839.20	INSTRUCTOR-RECREATION CLASS		274379	
						6,847.58
HOME DEPOT CREDIT SERVICES	0010-801-6503-38100	78.10	HARDWARE SUPPLIES	70234	274380	
	0010-801-6503-38100	9.71	HARDWARE SUPPLIES	70234	274380	
	0010-801-6503-38100	67.42	HARDWARE SUPPLIES	70234	274380	
	0010-801-6503-38100	22.92	HARDWARE SUPPLIES	70234	274380	
	0010-801-6502-31150	96.19	HARDWARE SUPPLIES	70234	274380	
	0022-801-4202-24100	48.96	HARDWARE SUPPLIES	70085	274380	
	0022-801-4202-24100	18.42	HARDWARE SUPPLIES	70085	274380	
	0092-801-4210-23050	295.80	HARDWARE SUPPLIES	70085	274380	
	0092-801-4210-23050	145.83	HARDWARE SUPPLIES	70085	274380	
	0092-801-4222-38100	194.53	HARDWARE SUPPLIES	70131	274380	
	0010-801-6517-23050	65.47	HARDWARE SUPPLIES	70251	274380	
						1,043.35
YOLANDA HOPE	0159-701-0159-07020	45.00	REFUND-RECREATION CLASS		274381	
						45.00
HOWARD'S, INC.	0010-801-5002-88560	2,550.11	FIRE-OVEN	70352	274382	
						2,550.11
INDEPENDENT CITIES ASSOCIATION	0010-801-1101-39400	70.00	ICA-MEETING		274383	
						70.00
INDUSTRIAL PIPE & STEEL	0093-801-4229-23300	69.81	WATER-SUPPLIES		274384	
						69.81
MITCHELL ING	0010-801-1101-11100	80.00	MAYOR'S EXPENSES		274385	
	0092-801-1101-11100	60.00	MAYOR'S EXPENSES		274385	
	0043-801-1101-11100	60.00	MAYOR'S EXPENSES		274385	
						200.00
INTER VALLEY POOL SUPPLY	0010-801-6503-23050	460.01	POOL CHEMICAL	70315	274386	
	0010-801-6503-23050	230.01	POOL CHEMICAL	70315	274386	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
INTER VALLEY POOL SUPPLY	0010-801-6503-23050	260.67	POOL CHEMICAL	70315	274386	
	0010-801-6503-23050	460.01	POOL CHEMICAL	70315	274386	
	0010-801-6503-23050	766.69	POOL CHEMICAL	70315	274386	
	0010-801-6503-23050	75.00	POOL CHEMICAL	70315	274386	
	0010-801-6503-23050	75.00	POOL CHEMICAL	70315	274386	
						2,327.39
INTERNATIONAL CODE COUNCIL INC	0010-801-3205-39300	50.00	FIRE PREV-MEMBERSHIP		274387	
						50.00
IP LEARNING CENTER	0159-801-6507-31920	656.25	INSTRUCTOR-RECREATION CLASS		274388	
						656.25
JAYVEE DANCE CENTER	0159-801-6507-31920	429.25	INSTRUCTOR-RECREATION CLASS		274389	
						429.25
JDS TANK TESTING AND REPAIR INC	0060-801-4211-31950	280.00	DESIGNATED OPERATOR FEE	70027	274390	
	0060-801-4211-31950	1,490.00	FLEET TESTINGS	70027	274390	
						1,770.00
JEANNE T. HOUSTON	0428-801-6002-31950	600.00	LIBRARY-CA READS PROGRAM		274391	
						600.00
JENKINS & HOGIN, LLP	0010-801-1601-31600	145.00	LEGAL-UPDATE ZONING		274392	
	0010-801-1601-31600	15,000.00	LEGAL-GENERAL SERVICES		274392	
	0010-801-1601-31600	8,828.50	LEGAL-GENERAL LITIGATION		274392	
	0010-801-1601-31600	3,794.50	LEGAL-CHAN		274392	
	0010-801-1601-31600	26.00	LEGAL-MONTEBELLO		274392	
	0075-450-0075-09204	10,325.00	LEGAL-MARKET PLACE		274392	
	0075-450-0075-09201	1,305.00	LEGAL-TOWNE CENTER		274392	
	0093-801-4226-31600	231.78	LEGAL-SEMOU		274392	
	0093-801-4227-31600	231.78	LEGAL-SEMOU		274392	
	0093-801-4228-31600	231.78	LEGAL-SEMOU		274392	
	0093-801-4229-31600	231.79	LEGAL-SEMOU		274392	
	0093-801-4230-31600	231.79	LEGAL-SEMOU		274392	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
JENKINS & HOGIN, LLP	0093-801-4231-31600	231.79	LEGAL-SEMOU		274392	
	0093-801-4232-31600	231.79	LEGAL-SEMOU		274392	
						41,046.50
JIM'S AUTOMOTIVE SERVICE	0060-801-4211-38400	49.95	FLEET-SMOKE CHECK-UNIT 944	70028	274393	
	0060-801-4211-38400	49.95	FLEET-SMOKE CHECK-UNIT 843	70028	274393	
	0060-801-4211-38400	49.95	FLEET-SMOKE CHECK-UNIT 923	70028	274393	
	0060-801-4211-38400	49.95	FLEET-SMOKE CHECK-UNIT 976	70028	274393	
	0060-801-4211-38400	49.95	FLEET-SMOKE CHECK-UNIT 941	70028	274393	
	0060-801-4211-38400	237.00	FLEET-SMOKE CHECK-UNIT 030	70028	274393	
	0060-801-4211-38400	49.95	FLEET-SMOKE CHECK-UNIT 905	70028	274393	
	0060-801-4211-38400	64.95	FLEET-SMOKE CHECK-UNIT 639	70028	274393	
						601.65
JOHN L. HUNTER & ASSOC., INC.	0184-801-4208-31950	807.50	USED OIL PROGRAM	70331	274394	
	0043-801-4203-31950	7,170.00	NPDES SERVICES	70332	274394	
						7,977.50
RICHARD KAGEYAMA	0159-801-6507-31910	281.25	INSTRUCTOR-RECREATION CLASS		274395	
						281.25
GABRIELA KASANJIAN	0159-801-6507-31920	187.20	INSTRUCTOR-RECREATION CLASS		274396	
						187.20
KNIGHT COMMUNICATIONS INC	0160-801-3115-31700	10,250.00	SYSTEM MANAGEMENT SERVICE	70216	274397	
	0010-801-1301-38400	401.75	SYSTEM MANAGEMENT SERVICE	70000	274397	
	0010-801-1404-38400	136.75	SYSTEM MANAGEMENT SERVICE	70000	274397	
	0043-801-1404-38400	333.33	SYSTEM MANAGEMENT SERVICE	70000	274397	
	0092-801-1404-38400	176.83	SYSTEM MANAGEMENT SERVICE	70000	274397	
	0010-801-1701-38400	333.33	SYSTEM MANAGEMENT SERVICE	70000	274397	
	0010-801-1702-38400	333.33	SYSTEM MANAGEMENT SERVICE	70000	274397	
	0010-801-1703-38400	333.33	SYSTEM MANAGEMENT SERVICE	70000	274397	
	0010-801-1801-38400	625.00	SYSTEM MANAGEMENT SERVICE	70000	274397	
	0010-801-3115-38400	1,083.33	SYSTEM MANAGEMENT SERVICE	70000	274397	

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KNIGHT COMMUNICATIONS INC	0010-801-3201-38400	750.00	SYSTEM MANAGEMENT SERVICE	70000	274397	
	0022-801-4202-38400	375.00	SYSTEM MANAGEMENT SERVICE	70000	274397	
	0092-801-4210-38400	294.58	SYSTEM MANAGEMENT SERVICE	70000	274397	
	0060-801-4211-38400	1,666.67	SYSTEM MANAGEMENT SERVICE	70000	274397	
	0043-801-4212-38400	375.00	SYSTEM MANAGEMENT SERVICE	70000	274397	
	0092-801-4220-38400	1,500.00	SYSTEM MANAGEMENT SERVICE	70000	274397	
	0131-801-6001-38400	666.67	SYSTEM MANAGEMENT SERVICE	70000	274397	
	0010-801-6502-38400	916.67	SYSTEM MANAGEMENT SERVICE	70000	274397	
						20,751.57
KNOWLES-MCNIFF	0010-801-1404-31700	845.83	FINANCE SOFTWARE MAINTENANCE	70001	274398	
	0043-801-1404-31700	4,222.17	FINANCE SOFTWARE MAINTENANCE	70001	274398	
	0092-801-1404-31700	4,520.83	FINANCE SOFTWARE MAINTENANCE	70001	274398	
	0010-801-3115-31700	716.67	FINANCE SOFTWARE MAINTENANCE	70001	274398	
	0010-801-3220-31700	250.00	FINANCE SOFTWARE MAINTENANCE	70001	274398	
	0092-801-4221-31700	1,184.17	FINANCE SOFTWARE MAINTENANCE	70001	274398	
	0093-801-4226-31700	253.75	FINANCE SOFTWARE MAINTENANCE	70001	274398	
	0093-801-4227-31700	296.08	FINANCE SOFTWARE MAINTENANCE	70001	274398	
	0093-801-4228-31700	253.75	FINANCE SOFTWARE MAINTENANCE	70001	274398	
	0093-801-4229-31700	236.83	FINANCE SOFTWARE MAINTENANCE	70001	274398	
	0093-801-4231-31700	304.50	FINANCE SOFTWARE MAINTENANCE	70001	274398	
	0093-801-4232-31700	253.75	FINANCE SOFTWARE MAINTENANCE	70001	274398	
	0010-801-6001-31700	961.67	FINANCE SOFTWARE MAINTENANCE	70001	274398	
						14,300.00
KOVATCH MOBILE EQUIPMENT	0060-801-3210-38400	1,924.71	FIRE TRUCK REPAIRS	70178	274399	
	0060-801-3210-38400	5,292.59	FIRE TRUCK REPAIRS	70178	274399	
	0060-801-3210-38400	1,585.60	FIRE TRUCK REPAIRS	70178	274399	
	0060-801-3210-38400	3,225.70	FIRE TRUCK REPAIRS	70178	274399	
						12,028.60
AI HWA KUNG	0159-801-6507-31920	204.05	INSTRUCTOR-RECREATION CLASS		274400	

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						204.05
L & M FOOTWEAR DBA SHOETERIA	0010-801-4209-22300	1,112.37	WATER-SAFETY BOOTS		274401	
	0092-801-4221-22300	132.12	WATER-SAFETY BOOTS		274401	
	0092-801-4223-22300	450.20	WATER-SAFETY BOOTS		274401	
	0010-801-6517-22300	183.22	PARKS-SAFETY BOOTS		274401	
						1,877.91
MARY LANE	0075-450-0075-08500	250.00	YOU'VE GOT TALENT WINNER		274402	
						250.00
LAWN MOWER CORNER/KING POWER EQUIPMENT	0176-801-6516-38500	28.28	PARKS-SUPPLIES	70279	274403	
	0060-801-4211-38400	142.80	FLEET-REPAIR UNIT P104	70029	274403	
	0060-801-4211-38400	106.98	FLEET-REPAIR UNIT UNIT SS41	70029	274403	
	0060-801-4211-38400	43.50	FLEET-SUPPLIES	70029	274403	
	0010-801-6517-22300	23.69	FLEET-SUPPLIES		274403	
						345.25
LEAGUE OF CALIFORNIA CITIES	0010-801-1101-22670	180.00	CMO-TRAINING		274404	
						180.00
	0010-801-1101-22670	50.00	CMO-TRAINING		274405	
						50.00
BESSIE LEE	0159-701-0159-07020	77.00	REFUND-RECREATION CLASS		274406	
						77.00
THE LEWIS COMPANY	0043-850-1404-38400	106.85	EQUIPMENT REPAIR		274407	
						106.85
LIBERTY GLASS & METAL INC	0010-701-0010-02010	75.00	REFUND-BUSINESS LICNECE		274408	
						75.00
LIFE SAFETY CONSULTING & ENGINEERING	0010-701-0010-06330	675.00	FIRE-PLAN CHECK	70182	274409	
	0010-701-0010-06330	1,575.00	FIRE-PLAN CHECK	70182	274409	
						2,250.00
LIFE-ASSIST INC	0010-801-3220-22350	209.60	FIRE-MEDICAL SUPPLIES	70197	274410	
	0010-801-3220-22350	81.60	FIRE-MEDICAL SUPPLIES	70197	274410	

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LIFE-ASSIST INC	0010-801-3220-24200	1,597.19	FIRE-MEDICAL SUPPLIES	70197	274410	1,888.39
THE LIGHTHOUSE INC (DBA)	0060-801-4211-23500	33.11	FLEET-PARTS	70052	274411	33.11
LINCOLN EQUIPMENT INC.	0010-801-6503-31150	77.92	RECREATION-POOL SUPPLIES	70235	274412	77.92
LOGAN SUPPLY CO., INC.	0010-801-6517-22100	145.51	WATER-SUPPLIES		274413	145.51
LOS ANGELES COUNTY AUDITOR	0010-801-3104-31950	88.00	AUTOPSY REPORT		274414	88.00
LOS ANGELES COUNTY DEPT. OF	0010-701-0010-06850	3,287.94	INDUSTRIAL WASTE INSPECTION		274415	7,657.23
	0010-701-0010-06850	3,420.61	INDUSTRIAL WASTE PERMIT		274415	
	0010-801-4206-41100	948.68	TRAFFIC SIGNAL MAINTENANCE	70320	274415	
LOS ANGELES COUNTY FIRE DEPT.	0060-801-3210-38400	409.81	FIRE-REPAIRS TRUCKS	70183	274416	409.81
CHIA CHI LUO	0092-801-1801-39400	1,533.70	REIMBURSE-TUITION		274417	1,533.70
MAGIC TOUCH CAR WASH	0060-801-4211-38400	114.00	CAR WASH-8/12	70007	274418	288.00
	0060-801-4211-38400	174.00	CAR WASH-9/12	70007	274418	
MANAGED HEALTH NETWORK INC	0010-801-1801-31950	840.84	EAP PREMIUM-10/12		274419	840.84
MARUSON TECHNOLOGY CORP.	0092-801-4222-23400	929.81	WATER-SUPPLIES		274420	929.81
KATHY N. MASAOKA	0428-801-6002-31950	300.00	LIBRARY-CA READS PROGRAM		274421	300.00
MATCO TOOLS (DBA)	0060-801-4211-24100	32.57	FLEET-TOOLS		274422	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						32.57
MCMaster-CARR SUPPLY CO.	0092-801-4222-23700	60.62	WATER-SUPPLIES	70122	274423	
	0092-801-4222-23050	183.71	WATER-SUPPLIES	70122	274423	
	0092-801-4222-23700	49.54	WATER-SUPPLIES	70122	274423	
						293.87
MISSION SUPER HARDWARE	0010-801-6517-23050	15.62	HARDWARE SUPPLIES	70253	274424	
	0010-801-6517-23050	33.09	HARDWARE SUPPLIES	70253	274424	
						48.71
MONTEREY CAR WASH INC	0060-801-4211-38400	909.00	CAR WASHES	70006	274425	
						909.00
RICKY MUNDER	0136-801-3101-33250	100.00	POLICE-POST TRAINING		274426	
						100.00
MYERS TIRE SUPPLY	0060-801-4211-24100	124.07	FLEET-SUPPLIES		274427	
						124.07
NEW CENTURY BMW MOTORCYCLES	0060-801-4211-38400	604.55	FLEET-PARTS UNIT 002	70040	274428	
	0060-801-4211-23500	671.01	FLEET-PARTS	70040	274428	
						1,275.56
OCE FINANCIAL SERVICES INC.	0010-801-6502-39250	887.55	COPY MACHINE RENTAL	70269	274429	
	0010-801-1406-39250	638.50	COPY MACHINE RENTAL	70269	274429	
	0010-801-1801-39250	638.50	COPY MACHINE RENTAL	70269	274429	
	0010-801-6502-39250	638.51	COPY MACHINE RENTAL	70269	274429	
	0092-801-4220-37500	114.97	COPY MACHINE RENTAL	70242	274429	
						2,918.03
OFFICE DEPOT INC.	0092-801-4210-23050	419.56	OFFICE SUPPLIES	70076	274430	
	0010-801-4212-21300	44.74	OFFICE SUPPLIES	70330	274430	
	0010-801-4212-21300	29.04	OFFICE SUPPLIES	70330	274430	
	0010-801-4212-21300	12.86	OFFICE SUPPLIES	70330	274430	
	0010-801-4212-21300	175.16	OFFICE SUPPLIES	70330	274430	
	0010-801-4212-21300	12.86	OFFICE SUPPLIES-CREDIT	70330	274430	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P. O.	CHECK #	TOTAL
OFFICE DEPOT INC.	0010-801-1703-21250	20.58	OFFICE SUPPLIES	70062	274430	
	0010-801-1703-21350	9.46	OFFICE SUPPLIES	70062	274430	
	0010-801-1703-22750	208.19	OFFICE SUPPLIES	70062	274430	
	0010-801-1703-21350	1.56	OFFICE SUPPLIES	70062	274430	
	0010-801-3114-21350	220.09	OFFICE SUPPLIES	70214	274430	
	0010-801-3114-21350	2.94	OFFICE SUPPLIES	70214	274430	
	0010-801-3201-21350	229.90	OFFICE SUPPLIES	70195	274430	
	0010-801-3201-21200	21.91	OFFICE SUPPLIES	70195	274430	
	0010-801-3201-21350	170.10	OFFICE SUPPLIES	70195	274430	
	0010-801-3210-21250	27.06	OFFICE SUPPLIES	70195	274430	
	0010-801-3210-21250	361.84	OFFICE SUPPLIES	70195	274430	
	0010-801-1801-21350	63.72	OFFICE SUPPLIES		274430	
	0010-801-1802-31950	100.00	OFFICE SUPPLIES		274430	
	0010-801-1801-31950	101.62	OFFICE SUPPLIES		274430	
	0010-801-1101-21350	10.09	OFFICE SUPPLIES		274430	
	0060-801-4211-21350	26.61	OFFICE SUPPLIES	70042	274430	
	0010-801-3201-21200	231.20	OFFICE SUPPLIES	70195	274430	
	0010-801-6006-22450	47.50	OFFICE SUPPLIES		274430	
	0075-450-0075-08270	78.56	OFFICE SUPPLIES		274430	
	0010-801-6001-21250	219.66	OFFICE SUPPLIES		274430	
	0010-801-6001-21250	12.72	OFFICE SUPPLIES		274430	
	0010-801-6004-39250	86.70	OFFICE SUPPLIES		274430	
						2,920.51
OFFICE SOLUTIONS	0010-801-1701-21300	43.98	OFFICE SUPPLIES	70063	274431	
	0010-801-1702-21300	43.98	OFFICE SUPPLIES	70063	274431	
	0010-801-1703-21300	43.98	OFFICE SUPPLIES	70063	274431	
	0010-801-3205-21300	26.40	OFFICE SUPPLIES		274431	
	0010-801-1301-21350	64.03	OFFICE SUPPLIES		274431	
	0010 801-1301-21350	34.89	OFFICE SUPPLIES		274431	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
OFFICE SOLUTIONS	0075-450-0075-09230	24.89	OFFICE SUPPLIES		274431	282.15
NELSON ONG	0159-801-6507-31920	871.50	INSTRUCTOR-RECREATION CLASS		274432	871.50
PACIFIC TEK	0092-801-4223-23900	822.46	WATER-SUPPLIES		274433	822.46
PAYKE GYMNASIAC ACADEMY	0159-801-6507-31920	393.98	INSTRUCTOR-RECREATION CLASS		274434	393.98
PBS ENGINEERS, INC.	0010-701-0010-06100	1,469.00	PLAN CHECK SERVICE	70071	274435	2,003.00
	0010-701-0010-06100	534.00	PLAN CHECK SERVICE	70071	274435	
PERFECTO PRODUCTS, INC	0092-801-4222-23700	175.16	WATER-SUPPLIES	70342	274436	175.16
THE PHONE GUY	0010-801-3210-38400	200.00	VOICE/DATA CABLING		274437	200.00
THE PLANNING CENTER	0075-450-0075-08862	2,579.31	SERVICES-MARKET PLACE		274438	2,579.31
PMW ASSOCIATES	0136-801-3101-33250	420.00	POLICE-POST TRAINING		274439	420.00
PORTAGE NOTEBOOKS, LLC	0010-801-3103-22750	125.27	POLICE-SUPPLIES		274440	125.27
PRECISE AIR SYSTEMS INC	0010-701-0010-02010	75.00	REFUND-BUSINESS LICENSE		274441	75.00
PREMIER ACOUSTIC INC	0010-701-0010-02010	75.00	REFUND-BUSINESS LICENSE		274442	75.00
PRERERRED AUTO GLASS	0060-801-4211-38400	189.58	FLEET-REPAIR UNIT 015		274443	189.58
PRUDENTIAL OVERALL SUPPLY	0060-801-4211-22300	28.85	FLEET-UNIFORM	70047	274444	

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PRUDENTIAL OVERALL SUPPLY	0060-801-4211-22300	28.85	FLEET-UNIFORM	70047	274444	
	0060-801-4211-22300	32.33	FLEET-UNIFORM	70047	274444	
	0060-801-4211-22150	26.64	FLEET-SHOP RAGS	70047	274444	
	0010-801-3210-22150	18.64	FLEET-SHOP RAGS	70047	274444	
	0060-801-4211-22150	26.64	FLEET-SHOP RAGS	70047	274444	
	0010-801-3210-22150	18.64	FLEET-SHOP RAGS	70047	274444	
	0060-801-4211-22150	26.64	FLEET-SHOP RAGS	70047	274444	
	0010-801-3210-22150	18.64	FLEET-SHOP RAGS	70047	274444	
						225.87
QUILL CORPORATION	0077-801-1111-31950	25.48	OFFICE SUPPLIES		274445	
						25.48
QUINN COMPANY	0060-801-3210-38400	1,686.36	FLEET-REPAIR ENGINE 63		274446	
						1,686.36
R S D REFRIGERATION	0010-801-4210-38150	58.62	AIR CONDITIONING PARTS	70111	274447	
						58.62
R. M. BODY SHOP	0060-801-4211-38450	1,429.23	FLEET-REPAIR UNIT 029	70048	274448	
						1,429.23
RAINBOW ART	0159-801-6507-31920	113.05	INSTRUCTOR-RECREATION CLASS		274449	
						113.05
RBF CONSULTING	0440-801-5004-99004	10,227.60	SUSTAINABLE COMMUNITY	70246	274450	
						10,227.60
RED WING SHOE STORES	0092-801-4223-22300	200.00	SAFETY BOOTS-D.FERNANDEZ	70155	274451	
						200.00
RI-TEC INDUSTRIAL PRODUCTS	0176-801-6516-38500	364.07	PARKS-SUPPLIES		274452	
	0176-801-6516-38500	245.00	PARKS-SUPPLIES		274452	
						609.07
ROBERTSON'S	0010-801-4202-22400	428.49	CONSTRUCTION SUPPLIES	70092	274453	
						428.49
JESSICA SUE RODRIGUEZ	0010-801-1801-39400	1,264.70	REIMBURSE-TUITION		274454	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						1,264.70
ARTHUR ROUSSEAU	0136-801-3101-33250	150.00	POLICE-POST TRAINING		274455	150.00
S C FUELS (DBA)	0060-801-4211-22250	15,387.17	FUEL 8/12	70050	274456	
	0060-801-4211-22250	15,100.38	FUEL 9/12	70050	274456	
	0060-801-4211-22250	15,496.21	FUEL 9/12	70050	274456	
	0060-801-4211-22250	14,589.21	FUEL 10/12	70050	274456	60,572.97
SAN ANDELL SWIMMING POOLS	0092-801-4222-23300	213.09	WATER-SUPPLIES		274457	213.09
SAN GABRIEL VALLEY WATER CO.	0092-801-4222-36300	153.65	WATER SERVICE		274458	
	0093-801-4233-22900	12,024.62	WATER INTERCONNECTION		274458	12,178.27
SUSAN SAXE-CLIFFORD, PH.D.	0010-801-1801-31900	400.00	PSYCHOLOGICAL EVALUATION		274459	400.00
SEA CLEAR POOLS INC	0010-801-6503-38200	2,084.38	BARNES POOL-SERVICE	70298	274460	2,084.38
SEARS	0092-801-4222-23050	146.75	WATER-HARDWARE EQUIPMENT	70152	274461	
	0092-801-4222-23050	149.74	WATER-HARDWARE EQUIPMENT	70152	274461	296.49
CYNTHIA SERRANO	0428-801-6002-31950	1,500.00	LIBRARY-CA READS PROGRAM		274462	1,500.00
WILLIAM H. SHISHIMA	0428-801-6002-31950	300.00	LIBRARY-CA READS PROGRAM		274463	300.00
SHRED-IT LOS ANGELES	0010-801-3114-38400	115.46	SHREDDING SERVICES		274464	
	0010-801-3114-38400	140.56	SHREDDING SERVICES		274464	256.02
REGINALD SHUM	0010-701-0010-02010	70.00	REFUND-BUSINESS LICENSE		274465	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						70.00
SMARDAN SUPPLY COMPANY	0092-801-4222-23700	91.92	PLUMBING SUPPLIES	70124	274466	91.92
SMS INC	0010-801-3115-38400	682.00	SERVER MAINTENANCE	70307	274467	682.00
SNAP-ON INDUSTRIAL, A DIVISION OF	0060-801-4211-38400	262.71	FLEET-TOOLS	70051	274468	331.19
	0060-801-4211-38400	68.48	FLEET-TOOLS	70051	274468	
SO CALIF WATER UTILITIES ASSC	0092-801-4220-39300	25.00	WATER-MEMBERSHIP		274469	25.00
SOLINST CANADA LTD	0092-801-4222-23700	665.15	WATER-LEVEL METER		274470	865.15
THE STANDARD INSURANCE CO.	0065-464	636.29	10/12-EXECUTIVE PREMIUM		274471	636.29
THE STANDARD	0065-464	4,622.12	10/12-LTD INSURANCE		274472	4,622.12
STATUS ONE MEDICAL INC	0092-801-4223-22300	180.63	MEDICAL SUPPLIES		274473	259.80
	0010-801-1802-22750	47.74	MEDICAL SUPPLIES		274473	
	0092-801-4223-22300	41.43	MEDICAL SUPPLIES		274473	
STEP SAVER INC	0092-801-4222-23300	287.22	WATER-SUPPLIES	70159	274474	873.90
	0092-801-4222-23300	104.33	WATER-SUPPLIES	70159	274474	
	0092-801-4222-23300	265.65	WATER-SUPPLIES	70159	274474	
	0092-801-4222-23300	216.70	WATER-SUPPLIES	70159	274474	
STETSON ENGINEERS, INC.	0093-801-4228-31950	150.00	NPDES PERMIT APPLICATION SVC.	70134	274475	250.00
	0093-801-4226-31950	100.00	NPDES PERMIT APPLICATION SVC.	70134	274475	

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LEANE SUMIMOTO	0159-801-6507-31920	165.90	INSTRUCTOR-RECREATION CLASS		274476	165.90
SUNBURST DECORATIVE ROCK INC	0092-801-4222-23300	216.14	LANDSCAPING SUPPLIES		274477	216.14
TERRILL PUBLICATIONS	0010-801-6509-31880	4,238.50	9/12 CASCADES PRINTING	70380	274478	8,051.00
	0043-801-6509-31880	3,812.50	10/12 CASCADES PRINTING	70380	274478	
THOMSON WEST DBA BARCLAYS LAW	0010-801-3205-39350	125.00	SUBSCRIPTION-FIRE PREVENTION		274479	125.00
THORSON MOTOR CENTER	0060-801-4211-23500	42.15	FLEET-PARTS UNIT 948		274480	42.15
TOM'S CLOTHING & UNIFORMS INC	0071-801-3120-22310	137.02	UNIFORMS-J.MARTINDALE	70218	274481	
	0071-801-3120-22310	190.31	UNIFORMS-MPCP	70218	274481	
	0010-801-3210-22310	73.95	UNIFORMS-S.GREGG	70185	274481	
	0010-801-3210-22310	483.94	UNIFORMS-K.LEASURE	70185	274481	
	0010-801-3210-22310	217.50	UNIFORMS-M.SILVESTRO	70185	274481	
	0010-801-3210-22310	65.25	UNIFORMS-D.CLIN	70185	274481	
	0010-801-3210-22310	43.50	UNIFORMS-R.BLAKE	70185	274481	
	0010-801-3210-22310	70.69	UNIFORMS-S.FILES	70185	274481	
	0010-801-3210-22310	9.81	UNIFORMS-K.LEASURE	70185	274481	
	0010-801-3210-22310	489.38	UNIFORMS-K.TEMPLEMAN	70185	274481	
	0010-801-3210-22310	201.19	UNIFORMS-B.REYES	70185	274481	
	0010-801-3210-22310	39.15	UNIFORMS-J.MORALES	70185	274481	
	0010-801-3210-22310	92.44	UNIFORMS-M.OLIVAS	70185	274481	
	0010-801-3210-22310	73.95	UNIFORMS-J.CARTER	70185	274481	
	0010-801-3210-22310	43.50	UNIFORMS-B.REYES	70185	274481	
	0010-801-3210-22310	32.63	UNIFORMS-M.KHAIL	70185	274481	
	0010-801-3114-22310	96.90	UNIFORMS-M.MKRTICHIAN	70218	274481	
	0010-801-3103-22310	28.87	UNIFORMS-D.CASTELLANO	70218	274481	

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TOM'S CLOTHING & UNIFORMS INC	0010-801-3103-22310	151.21	UNIFORMS-D.ELLIOTT	70218	274481	
	0010-801-3103-22310	64.59	UNIFORMS-D.ELLIOTT	70218	274481	
	0010-801-3103-22310	299.47	UNIFORMS-R.ESQUIBEL	70218	274481	
	0010-801-3103-22310	112.06	UNIFORMS-R.MUNDER	70218	274481	
	0010-801-3103-22310	70.47	UNIFORMS-V.VASQUEZ	70218	274481	
	0010-801-4209-22310	131.59	UNIFORMS-M.DWYER	70088	274481	
	0010-801-3113-22310	300.00	UNIFORMS-L.FLORES	70218	274481	
	0010-801-3101-22320	100.31	UNIFORMS-F.ACOSTA	70218	274481	
	0010-801-3101-22320	83.19	UNIFORMS-R.CHUMAN	70218	274481	
	0010-801-3101-22320	92.98	UNIFORMS-B.CUEVAS	70218	274481	
	0010-801-3101-22320	94.93	UNIFORMS-B.CUEVAS	70218	274481	
	0010-801-3101-22320	97.82	UNIFORMS-A.DUTCHOVER	70218	274481	
	0010-801-3101-22320	29.57	UNIFORMS-C.MIRELES	70218	274481	
	0010-801-3101-22320	89.18	UNIFORMS-C.MIRELES	70218	274481	
	0010-801-3101-22320	131.64	UNIFORMS-J.SMITH	70218	274481	
	0010-801-3104-22310	9.78	UNIFORMS-J.FLORES	70218	274481	
	0010-801-3104-22310	72.42	UNIFORMS-A.GUEVARA	70218	274481	
	0010-801-3104-22310	178.13	UNIFORMS-P.YUNG	70218	274481	
						4,499.32
TRANSTECH	0010-801-1703-31950	1,885.00	COMM DEV-BUILDING INSPECTOR	70198	274482	
						1,885.00
TRUGREEN LANDCARE INC	0010-801-6502-38250	225.00	LANDSCAPE MANAGEMENT		274483	
						225.00
TWINING INC	0342-801-5003-91750	648.96	MP TRANSIT CENTER AT ELAC	70334	274484	
						648.96
UC REGENTS	0010-801-3220-39400	2,560.42	FIRE-CONTINUE EDUCATION	70189	274485	
						2,560.42
UNITED STATES POSTAL SERVICE	0043 801-6509-31880	3,400.00	POSTAGE-CASCADES	70379	274486	
						3,400.00

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UNITED TRAFFIC SERVICES SUPPLY	0043-801-4208-22170	234.51	STREET-SUPPLIES	70083	274487	234.51
UNIVAR USA INC (CORP. HEADQUARTERS)	0092-801-4222-23300	307.86	WATER-CHEMICAL	70125	274488	
	0092-801-4222-23300	165.08	WATER-CHEMICAL	70125	274488	
	0092-801-4222-23300	206.01	WATER-CHEMICAL	70125	274488	678.95
VETERINARY HEALTHCARE CENTER	0010-801-3111-31950	25.00	K9-SUPPLIES & SERVICE		274489	
	0010-801-3103-22800	361.94	K9-SUPPLIES & SERVICE		274489	386.94
VISION INTERNET PROVIDERS INC	0010-801-1301-31950	17.85	WEBSITE MAINTENANCE		274490	17.85
VULCAN MATERIAL CO	0110-801-4202-23600	535.95	ASPHALT	70094	274491	535.95
MAGGIE WANG	0075-450-0075-08250	146.12	LIBRARY-REIMBURSE MILEAGE		274492	146.12
XIAODONG WANG	0159-801-6507-31920	1,196.25	INSTRUCTOR-RECREATION CLASS		274493	1,196.25
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	14.93	FLEET-PARTS UNIT 846	70054	274494	
	0060-801-4211-23500	41.31	FLEET-PARTS UNIT 982	70054	274494	
	0060-801-4211-23500	16.46	FLEET-PARTS	70054	274494	
	0060-801-4211-23500	233.04	FLEET-PARTS	70054	274494	
	0060-801-4211-23500	83.63	FLEET-PARTS	70054	274494	
	0060-801-4211-23500	8.16	FLEET-PARTS UNIT 016	70054	274494	
	0060-801-4211-23500	189.06	FLEET-PARTS UNIT 905	70054	274494	
	0060-801-4211-23500	80.65	FLEET-PARTS UNIT 905	70054	274494	
	0060-801-4211-23500	123.75	FLEET-PARTS UNIT 015	70054	274494	
	0060-801-4211-23500	9.61	FLEET-PARTS	70054	274494	
	0060-801-4211-23500	7.40	FLEET-PARTS	70054	274494	
	0060-801-4211-23500	13.05	FLEET-PARTS-CREDIT	70054	274494	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	26.10-	FLEET-PARTS-CREDIT	70054	274494	
	0060-801-4211-23500	13.05-	FLEET-PARTS-CREDIT	70054	274494	
	0060-801-4211-23500	13.05-	FLEET-PARTS-CREDIT	70054	274494	
	0060-801-4211-23500	176.85-	FLEET-PARTS-CREDIT	70054	274494	
						565.90
WECK LABORATORIES (DBA)	0092-801-4222-31950	300.00	WATER-LABORATORY SUPPLIES	70132	274495	
	0092-801-4222-31950	480.00	WATER-LABORATORY SUPPLIES	70132	274495	
	0092-801-4222-31950	480.00	WATER-LABORATORY SUPPLIES	70132	274495	
	0092-801-4222-31950	120.00	WATER-LABORATORY SUPPLIES	70132	274495	
	0092-801-4222-31950	630.00	WATER-LABORATORY SUPPLIES	70132	274495	
						2,010.00
WELLS FARGO FINANCIAL LEASING	0092-801-4212-37500	773.52	COPIER RENTAL	70344	274496	
	0092-801-4212-37500	773.52	COPIER RENTAL	70344	274496	
						1,547.04
WEST COAST ARBORISTS, INC.	0010-801-6516-31190	800.00	LANDSCAPE MAINTENANCE SERVICE	70277	274497	
						800.00
WESTCO SERVICE COMPANY	0010-801-4210-38150	591.50	AIR CONDITIONING REPAIR		274498	
	0010-801-4210-38150	460.58	AIR CONDITIONING REPAIR		274498	
						1,052.08
WESTERN WATER WORKS SUPPLY CO.	0092-801-4223-23300	3,652.26	WATER SUPPLIES	70126	274499	
	0092-801-4223-23350	1,359.92	WATER SUPPLIES	70126	274499	
	0092-801-4223-23350	1,359.92	WATER SUPPLIES	70126	274499	
	0092-801-4223-23300	104.23	WATER SUPPLIES	70126	274499	
	0092-801-4223-23300	967.39	WATER SUPPLIES		274499	
	0092-801-4223-23300	1,359.92	WATER SUPPLIES	70358	274499	
	0092-801-4223-23300	3,327.75	WATER SUPPLIES	70358	274499	
	0092-801-4223-23300	1,218.55	WATER SUPPLIES	70358	274499	
	0092-801-4221-23300	1,400.00	WATER SUPPLIES	70119	274499	
	0092-801-4221-23700	1,355.11	WATER SUPPLIES	70119	274499	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/17/2012

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
WESTERN WATER WORKS SUPPLY CO.	0092-801-4223-23350	1,461.81	WATER SUPPLIES		274499	17,566.86
WILLDAN FINANCIAL SERVICES	0010-850-5002-99006	1,746.83	USER FEE STUDY	69458	274500	
	0043-850-5002-99006	1,746.83	USER FEE STUDY	69458	274500	
	0092-850-5002-99006	1,746.83	USER FEE STUDY	69458	274500	5,240.49
WITTMAN ENTERPRISES	0010-801-3220-31400	4,598.00	9/12-AMBULANCE BILLING SVC.	70190	274501	4,598.00
VICTOR WONG	0159-801-6507-31920	811.50	INSTRUCTOR-RECREATION CLASS		274502	811.50
WORLDWIDE RECOVERY SYSTEMS, INC	0060-801-4211-38400	179.00	FLUID MANAGEMENT SERVICE	70057	274503	179.00
LORETTA WORTHINGTON	0075-450-0075-08500	30.00	REFUND-ARTISANS FAIRE		274504	30.00
DARRYL KEITH YEE	0159-801-6507-31920	91.00	INSTRUCTOR-RECREATION CLASS		274505	91.00
SIMON YEN	0159-801-6507-31920	405.00	INSTRUCTOR-RECREATION CLASS		274506	405.00
ZOLL MEDICAL CORPORATION	0010-801-3220-38400	536.92	FIRE-MEDICAL SUPPLIES	70191	274507	
	0010-801-3220-39400	512.79	FIRE-MEDICAL SUPPLIES		274507	
						1,049.71
TOTAL FOR PRINTED WARRANTS						448,144.09

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/17/2012

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TOTAL FOR PREPAID WARRANTS	37,453.74
TOTAL FOR PRINTED WARRANTS	448,144.09
TOTAL WARRANTS	485,597.83
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	22
TOTAL CHECKS PRINTED	214
TOTAL CHECKS ISSUED	236

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/17/2012
FUND SUMMARY

36

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	18,593.60	183,350.55	201,944.15
0022	STATE GAS TAX FUND	0.00	791.38	791.38
0043	REFUSE FUND	0.00	21,461.19	21,461.19
0060	CITY SHOP FUND	2,120.71	86,946.11	89,066.82
0063	TECHNOLOGY INTERNAL SERV FUND	0.00	76.07	76.07
0065	PAYROLL CLEARING ACCOUNT	552.00	5,258.41	5,810.41
0071	PUBLIC SAFETY IMPACT FEE FUND	204.60	2,813.39	3,017.99
0075	SPECIAL DEPOSITS FUND	606.44	15,847.04	16,453.48
0077	BUSINESS IMPROVEMENT AREA #1	0.00	25.48	25.48
0092	WATER FUND	12,416.26	63,523.49	75,939.75
0093	WATER TREATMENT FUND	0.00	21,969.90	21,969.90
0109	OPA PROPOSITION A	213.87	864.00	1,077.87
0110	MEASURE R FUND	0.00	1,100.17	1,100.17
0131	LIBRARY TAX FUND	0.00	666.67	666.67
0136	POST	0.00	1,923.47	1,923.47
0152	HOME HOUSING PROGRAM	1,128.65	34.20	1,162.85
0159	RECREATION FUND	0.00	13,716.01	13,716.01
0160	ASSET FORFEITURE	199.54	11,234.00	11,433.54
0165	AIR QUALITY IMPROVEMENT FUND	60.00	0.00	60.00
0166	PROPOSITION C	0.00	833.00	833.00
0169	COBG FUND	2.94	0.00	2.94
0176	MAINTENANCE DISTRICT 93-1	0.00	1,189.03	1,189.03
0184	USED OIL RECYCLING BLOCK GRANT	0.00	807.50	807.50
0342	SAFETEA-LU GRANT	0.00	648.96	648.96
0349	ELAC INSTRUCTIONAL SERV PROG	1,355.13	85.00	1,440.13
0428	CA COUNCIL FOR THE HUMANITIES	0.00	2,751.47	2,751.47
0440	SUSTAINABLE COMM PLANNING	0.00	10,227.60	10,227.60

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/17/2012
FUND SUMMARY

37

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL.
	TOTAL	37,453.74	448,144.09	485,597.83

Staff Report City of Monterey Park

DATE: October 17, 2012
TO: Paul Talbot, City Manager
FROM: Joseph Leon, City Treasurer
SUBJECT: Monthly Investment Report – September 2012

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

DISCUSSION

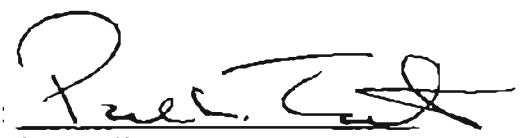
As of September 30, 2012 invested funds for the City of Monterey Park is \$63,634,339.49.

RECOMMENDATION

Receive and file the monthly investment report.

By: 

Joseph Leon
City Treasurer

Approved: 

Paul Talbot
City Manager

CITY OF MONTEREY PARK
INVESTMENT REPORT
AS OF SEPTEMBER 30, 2012

INSTITUTION NAME	PURCHASE DATE	MATURITY DATE	INTEREST RATE	% OF PORTFOLIO	AMOUNT
INVESTMENTS:					
CERTIFICATES OF DEPOSIT ⁽²⁾					
AMERICAN PLUS BANK	01/11/11	01/11/13	0.65%		99,000.00
ASIAN PACIFIC NATIONAL BANK	03/02/11	03/01/13	0.90%		140,000.00
CATHAY BANK	08/14/11	08/14/13	0.80%		100,000.00
CATHAY BANK	10/07/11	10/07/12	1.10%		150,000.00
EAST WEST BANK	11/10/11	11/10/12	1.14%		250,000.00
EVERTRUST BANK	11/10/11	11/09/12	0.94%		100,000.00
EVERTRUST BANK	10/07/11	10/06/12	0.95%		150,000.00
FIRST CHOICE BANK	08/05/11	08/06/13	1.09%		240,000.00
FIRST GENERAL BANK	08/04/11	08/04/13	0.70%		200,000.00
PACIFIC WESTERN BANK	04/21/11	10/21/12	0.90%		200,000.00
PREFERRED BANK	06/06/11	06/06/13	0.90%		100,000.00
PREFERRED BANK	03/03/11	03/03/13	0.97%		140,000.00
TOMATO BANK, N.A.	03/04/11	03/04/13	1.14%		100,000.00
TOMATO BANK, N.A.	02/04/11	02/04/13	1.14%		140,000.00
U.S BANK	10/11/10	05/11/13	0.85%		200,000.00
AMERICAN EXP CENTURION BANK	12/01/11	06/10/13	0.95%		240,000.00
BARCLAYS BANK	12/01/11	12/09/13	0.90%		240,000.00
BANK OF CHINA	12/01/11	06/07/13	0.80%		240,000.00
CIT BANK	12/01/11	12/16/13	1.05%		240,000.00
GE CAPITAL RETAIL BANK	12/01/11	09/09/13	1.00%		240,000.00
GOLDMAN SACHS BANK USA	12/01/11	06/07/13	0.85%		240,000.00
SAFRA NATIONAL BANK	12/08/11	12/16/13	0.80%		240,000.00
SALLIE MAE BANK	12/08/11	12/16/13	0.90%		240,000.00
TOTAL CDs (23)				6.65%	<u>4,229,000.00</u>
LOCAL AGENCY INVESTMENT FUND:					
LAIF - CITY					
LAIF - PUBLIC FINANCING AUTHORITY		ON DEMAND	0.350%		43,292,449.79
		ON DEMAND	0.350%		<u>16,112,889.70</u>
TOTAL LAIF				93.35%	<u>59,405,339.49</u>
TOTAL INVESTMENTS				100.00%	<u>\$ 63,634,339.49</u>
BANK BALANCE ⁽¹⁾ :					<u>\$ 4,807,217.54</u>
AVERAGE MATURITY DAYS					17
AVERAGE INTEREST RATE FOR THE MONTH					0.389%

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

THERE HAVE BEEN NO VARIANCES TO THE INVESTMENT POLICY.

Staff Report City of Monterey Park

Consent Calendar
Agenda Item 10

DATE: October 17, 2012

TO: Paul Talbot, City Manager
FROM: David M. Barron, City Clerk
SUBJECT: City Council Minutes

Attached are minutes for approval by City Council for the following meetings:

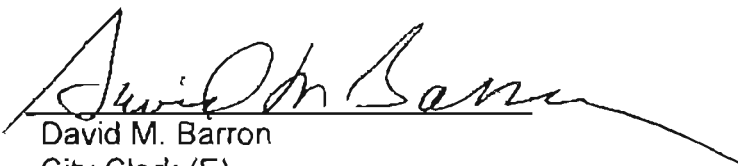
- September 11, 2012 (Special Meeting 5:15 p.m.)
- September 19, 2012 (Special Meeting 5:30 p.m.)
- September 19, 2012 (Regular)

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended that the City Council approved the minutes.

By: 
David M. Barron
City Clerk (E)

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
SEPTEMBER 11, 2012**

The City Council of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, September 11, 2012 at 5:15 p.m.

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".

CALL TO ORDER:

Mayor Ing called the meeting to order at 5:18 p.m.

ROLL CALL:

Deputy City Clerk Cho called the roll:

Council Members Present: Lau, Wong, Real Sebastian, Ing

Council Members Absent: None

Also Present: City Manager Talbot, Deputy City Attorney Berger, Human Resources Director Cody, Economic Consultant Yoshizaki

ORAL & WRITTEN COMMUNICATIONS

None.

CLOSED SESSION – The City Council adjourned to Closed Session at 5:18 p.m.

- 1.(SA) CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION–
GOVERNMENT CODE § 54956.9(a). ATLANTIC TIMES SQUARE, LLC et al
v. CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS, et al., LASC
CASE NO: BC134212**

This is the end of Successor Agency (SA) items.

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

City Negotiators: Paul L. Talbot, City Manager, Tom Cody, Human Resources Director

Employee Organizations: Service Employees' International Union (SEIU), Local 721;
Mid-Management Association; Confidential Employees' Unit; (CEA)

RECONVENE & ADJOURNMENT

The Council reconvened from Closed Session with all Council Members present at 6:00 p.m. and the meeting was adjourned.

Action Taken: No reportable action was taken during Closed Session.

David M. Barron, CMC
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
SEPTEMBER 19, 2012**

The City Council of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, September 19, 2012 at 5:30 p.m.

CALL TO ORDER:

Mayor Ing called the meeting to order at 5:40 p.m.

ROLL CALL:

Deputy City Clerk Cho called the roll:

Council Members Present: Lau, Wong, Real Sebastian, Ing

Council Members Absent: None

Also Present: City Manager Talbot, City Attorney Hensley, Human Resources Director Cody

ORAL & WRITTEN COMMUNICATIONS

None.

CLOSED SESSION – The City Council adjourned to Closed Session at 5:40 p.m.

1. CONFERENCE LEGAL COUNSEL, POTENTIAL LITIGATION -GOVERNMENT CODE SECTION 54956.9 (b)L 1 CASE

Robert Elguezabal

Claim Number 1803-CL, filed May 23, 2011. Claim available for public review in the City Clerk's office.

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

City Negotiators: Paul L. Talbot, City Manager, Tom Cody, Human Resources Director

Employee Organizations: Service Employees' International Union (SEIU), Local 721; Mid-Management Association; Confidential Employees' Unit; (CEA)

RECONVENE & ADJOURNMENT

The Council reconvened from Closed Session with all Council Members present at 6:45p.m. and the meeting was adjourned.

Action Taken: No reportable action taken during Closed Session.

David M. Barron, CMC
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
HOUSING SUCCESSOR AGENCY (HSA)
REGULAR MEETING
SEPTEMBER 19, 2012**

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chambers, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, September 19, 2012 at 7:00 p.m.

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

CALL TO ORDER:

Mayor Ing called the meeting to order at 7:05 p.m.

FLAG SALUTE:

The Monterey Park Police Explorers led the flag salute.

ROLL CALL:

City Clerk Barron called the roll:

Council Members Present: Lau, Wong, Real Sebastian, Ing

Council Members Absent: None

ALSO PRESENT: City Manager Talbot, City Attorney Hensley, City Treasurer Leon, Director of Community Development Basham, Director of Public Works Saykali, Director of Human Resources Cody, Fire Chief Birrell, Fire Captain Hallock, Financial Services Manager Young, Police Chief Smith, Acting Economic Development Specialist Ramirez, Interim City Librarian Arvizu

1. AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION

None.

2. PRESENTATION: September is NATIONAL PREPAREDNESS MONTH

National Preparedness Month is a nationwide effort held each September to encourage Americans to take simple steps to prepare for emergencies in their homes, businesses, and schools.

Accepting Proclamation: Chief Jim Birrell and Captain Matt Hallock

Public Speakers:

- Brett Baligad spoke as a student from St. Thomas Aquinas Catholic School inviting the council and residents to attend the school's Moon Festival on Saturday, September 29, 2012 from 5:00 p.m. – 9:00 p.m.

MISSION STATEMENT

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

(SA) CONSENT CALENDAR CONSISTS OF ITEM 3 to 6A

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 acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency approved and adopted Item Nos. 3 – 6A, and reading resolutions and ordinances by title only and waiving further reading thereof.

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

Ayes: Council Members: Lau, Wong, Real Sebastian, Ing
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

3. (SA) RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council (acting on behalf of the Successor Agency) approve all disbursements.

Action Taken: The City Council approved the payment of warrants and adopted **Resolution No. SA-18** of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **September 19, 2012 totaling \$1,294,249.64** and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. SA-18 entitled:

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER MONTEREY PARK REDEVELOPMENT AGENCY ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **September 19, 2012 TOTALING \$1,294,249.64** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

4. (SA) INVESTMENT REPORT AS OF AUGUST 2012

In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council disclosing types of investments, dates of maturities, amounts of deposits, rates of interest, and for securities with a maturity of more than 12 months, current market values.

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency received and filed the investment report as of August 2012 on Consent Calendar.

5. (SA) MINUTES

Approval of Minutes from regular meetings of July 18, 2012 and August 15, 2012; and special meetings of August 8, 2012 (5:30 pm) and August 8, 2012 (7:00 pm) of the Successor Agency to the former Monterey Park Redevelopment Agency.

Action Taken: The City Council approved the minutes from the Successor Agency to the former Monterey Park Redevelopment Agency regular meetings of July 18, 2012 and August 15, 2012; and special meetings of August 8, 2012 (5:30 pm) and August 8, 2012 (7:00 pm) on Consent Calendar.

6. (SA) ADOPT RESOLUTION NO. SA-19 AMENDING THE HOUSING ASSET FORM FOR THE TRANSFER OF HOUSING ASSETS TO THE HOUSING SUCCESSOR AGENCY

Pursuant to Health and Safety Code Section 34176(a), on July 26, 2012, City staff transmitted a list of all housing assets held by the former Redevelopment Agency to the Department of Finance ("DOF") to meet the August 1, 2012 deadline established by AB 1484 (the "Housing Inventory Form"). This item would amend the Housing Inventory Form to include an asset inadvertently left off of the list, namely repayment of the Supplemental Educational Revenue Augmentation Fund ("SERAF") payments owed by the Successor Agency to the City.

Action Taken: The City Council adopted **Resolution No. SA-19** amending the Housing Asset Form for the transfer of Housing Assets to the Housing Successor Agency on Consent Calendar.

Resolution No. SA-19, entitled:

A RESOLUTION OF THE CITY COUNCIL ACTING AS THE HOUSING SUCCESSOR AGENCY TO THE MONTEREY PARK REDEVELOPMENT AGENCY AMENDING THE HOUSING INVENTORY FORM

6A. (SA) RESOLUTION APPROVING SETTLEMENT AGREEMENT WITH ATLANTIC TIMES SQUARE II, LLC (supplemental add on item)

Consideration and possible action to adopt a resolution approving a settlement agreement with Atlantic Times Square II, LLC and announcing action taken during closed session on September 12, 2012.

Action Taken: The City Council (1) adopted **Resolution No. SA-20** approving a final settlement agreement with Atlantic Times Square II, LLC and announced action taken during closed session on September 12, 2012 authorizing the City Manager to execute a settlement agreement, in a form approved by the City Attorney, with Atlantic Times Square II, LLC and (2) recommended that the Oversight Board approve the final settlement agreement at its next scheduled meeting on Consent Calendar.

Resolution No. SA-20, entitled:

A RESOLUTION APPROVING A SETTLEMENT AGREEMENT WITH ATLANTIC TIMES SQUARE II, LLC AND REAFFIRMING THE SIGNATURE AUTHORITY FOR SUCH AGREEMENT DELEGATED TO THE CITY MANAGER ON SEPTEMBER 12, 2012

This is the end of Successor Agency (SA) items.

(HSA) CONSENT CALENDAR CONSISTS OF ITEM 7 TO 8

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 acting on behalf of the Housing Successor Agency of the former Monterey Park Redevelopment Agency approved and adopted Item Nos. 7 - 8 and reading resolutions and ordinances by title only and waiving further reading thereof.

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

Ayes: Council Members: Lau, Wong, Real Sebastian, Ing
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

7. (HSA) RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council (acting on behalf of the Housing Successor Agency) approve all disbursements.

Action Taken: The City Council approved payment of warrants and adopted **Resolution No. HSA – 9** of the Housing Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **September 19, 2012 totaling \$278.89** and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. HSA – 9, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **September 19, 2012 TOTALING \$278.89** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

8. (HSA) MINUTES

Approval of Minutes from regular meeting of July 18, 2012; and special meeting of August 8, 2012 (7:00 pm) of the Housing Successor Agency to the former Monterey Park Redevelopment Agency.

Action Taken: The City Council approved the minutes from the Housing Successor Agency to the former Monterey Park Redevelopment Agency regular meeting of July 18, 2012; and special meeting of August 8, 2012 (7:00 pm) on Consent Calendar.

This is the end of Housing Successor Agency (HSA) items.

CONSENT CALENDAR CONSISTS OF ITEMS 9 TO 16

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

Action Taken: Council Members approved and adopted Item Nos. 9 - 16, and reading resolutions and ordinances by title only and waiving further reading thereof. Vice Mayor Real Sebastian abstained on Item No. 11, August 17, 2012 Special Meeting minutes.

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

Ayes: Council Members: Lau, Wong, Real Sebastian, Ing
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: Real Sebastian on Item No. 11, August 17, 2012 Special Meeting minutes.

9. RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council approve all disbursements.

Action Taken: The City Council approved payment of warrants and adopted **Resolution No. 11516** allowing certain claims and demands per Warrant Register dated **September 19, 2012 Totaling \$1,376,845.25** and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. 11516, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **September 19, 2012 TOTALING \$1,376,845.25** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

10. INVESTMENT REPORT AS OF AUGUST 2012

In accordance with the City's Investment Policy, a monthly investment report is

presented to the City Council disclosing types of investments, dates of maturities, amounts of deposits, rates of interest, and for securities with a maturity of more than 12 months, current market values.

Action Taken: The City Council received and filed the investment report as of August 2012 on Consent Calendar.

11.MINUTES

Approval of Minutes from the City Council Regular Meetings of July 18, 2012 and August 15, 2012; and the Special Meetings of August 8, 2012 (5:30 pm), August 8, 2012 (7:00 pm), August 15, 2012 (5:30 pm) and August 17, 2012 (11:30 am).

This item was pulled for discussion only.

Action Taken: Vice Mayor Real Sebastian abstained from the August 17, 2012, Special Meeting minutes as she was not present at the meeting. The City Council approved the minutes from the City Council Regular Meetings of July 18, 2012 and August 15, 2012; and the Special Meetings of August 8, 2012 (5:30 pm), August 8, 2012 (7:00 pm), August 15, 2012 (5:30 pm) and August 17, 2012 (11:30 am) on Consent Calendar.

12. ASSISTANCE TO FIREFIGHTERS GRANT AWARD OF BID FOR EXTRICATION EQUIPMENT

The City Council approved a request to accept the FY2011 Assistance to Firefighter's Grant at its February 15, 2012 Council Meeting. The Grant will allow the Department to purchase extrication equipment for use in emergency incident responses.

Action Taken: The City Council (1) awarded the bid to Fire Service Specification & Supply "FS3" (Holmatro Rescue Tools) for \$59,655.71 and (2) expended \$11,931.14 from the Public Safety Impact Fund to fulfill the City's 20 percent match requirement on Consent Calendar.

13.AMERICAN RED CROSS SHELTER AGREEMENT

The American Red Cross contacted the Fire Department in February 2012 to establish emergency shelters within the City at designated facilities. By this agreement, the American Red Cross will partner with the City to establish emergency procedures in case of a disaster. It will also reimburse any expense incurred by the City during shelter activation.

Action Taken: The City Council (1) approved and accepted the American Red Cross Shelter Agreement to become effective November 1, 2012 and (2) authorized the City Manager to execute the agreement in a form approved by the City Attorney on Consent Calendar.

14. SLURRY SEAL OF VARIOUS STREETS – ACCEPTANCE OF WORK AND FINAL PAYMENT

The project involved the application of an asphalt emulsion slurry seal on various residential streets and restoring the existing traffic striping and pavement markings. The area of streets slurry sealed was generally bounded by Atlantic Boulevard, Riggins Street, Pomona Boulevard, and Saturn Street.

Action Taken: The City Council (1) accepted the slurry seal work completed by Roy Allan Slurry Seal Inc. and (2) authorized the filing of a Notice of Completion and payment of the retention which will be held for 35 days as required by law on Consent Calendar.

15. TRANSIT CENTER AT EAST LOS ANGELES COLLEGE - ADDITIONAL INSPECTION SERVICES AND FUNDING ALLOCATION

The project involves the construction of a new 7-bay bus transit center integrated with the East Los Angeles College (ELAC) campus adjacent to Collegian Avenue. The remaining work to be completed includes construction of the reinforced concrete pavement and walkway/boarding areas, sidewalk, and driveway aprons; and installation of bus shelters, benches, landscaping, irrigation, and electrical services. A full-time inspector is required to oversee the work and carefully document all construction activities in accordance with Federal requirements. Due to numerous contract change orders (approved by the City Council on August 15, 2012), the project construction has been extended by an additional 60 working days. Therefore, staff is requesting an increase in the amount to cover the cost of the additional inspection services.

Action Taken: The City Council (1) increased Savannah Tech's purchase order from \$74,300 to \$124,300 to cover the additional inspection services needed for the Transit Center project and (2) adjusted the City's local match allocation from \$7,430 to \$12,430 accordingly on Consent Calendar.

16. THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) APPROVAL

Federal regulations require Monterey Park to submit to the U.S. Department of Housing and Urban Development (HUD), a Consolidated Annual Performance and Evaluation Report. This report is submitted 90 days after the end of the program year and describes the housing and community development strategies, projects, and activities.

Action Taken: The City Council (1) approved the Consolidated Annual Performance and Evaluation Report (CAPER) for FY 2011-12 and (2) Authorize the City Manager to submit the CAPER to the U.S. Department of Housing and Urban Development (HUD) on Consent Calendar.

17. ORAL AND WRITTEN COMMUNICATIONS

- Sarkis Antonian spoke of his concerns of the Town Center and Marketplace project and recommended that the public hearing should be held before the Planning

Commission's meeting.

- Rita Miller spoke as a concerned senior advocate stating there have been numerous scams targeting senior residents. She advised senior citizens to be aware and to contact the police department to report any concerns.

PUBLIC HEARING (Open public hearing, hear staff, hear audience, close public hearing)

Mayor Ing opened the public hearing at 8:08 p.m. and closed the public hearing at 8:10 p.m.

18.CLIMATE ACTION PLAN

ADOPT RESOLUTION NO. 11517 APPROVING A NEGATIVE DECLARATION FOR THE MONTEREY PARK CLIMATE ACTION PLAN (CAP) AND ADOPTING THE CAP BY REFERENCE.

INTRODUCE ORDINANCE – 1st READING AMENDING THE MONTEREY PARK MUNICIPAL CODE TO ADD REGULATIONS IMPLEMENTING THE CLIMATE ACTION PLAN.

In 2009, the Department of Energy awarded the City the Energy Efficiency and Conservation Block Grant in the amount of \$100,000 to prepare a Climate Action Plan (CAP). The Climate Action Plan is a guiding document that lays out a strategy including specific policy recommendations that the city can use to address climate change and reduce its greenhouse gas emissions.

Public Speakers:

- Thomas Wong from the Environmental Commission spoke of his support to the proposed Climate Action Plan. He applauded the council and staff in moving the city forwards to a healthier and greener environment for the residents.

Action Taken: The City Council (1) adopted **Resolution No. 11517** approving a negative declaration for the Monterey Park Climate Action Plan (CAP) and adopting the CAP by reference and (2) introduced and waived the **Ordinance – 1st Reading** amending the Monterey Park Municipal Code to add Regulations implementing the Climate Action Plan and (3) scheduled the second reading and adoption of Ordinance on October 3, 2012.

Resolution No. 11517, entitled:

A RESOLUTION APPROVING A NEGATIVE DECLARATION FOR THE MONTEREY PARK CLIMATE ACTION PLAN ("CAP") AND ADOPTING THE CAP BY REFERENCE

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

Ayes: Council Members: Lau, Wong, Real Sebastian, Ing
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

UNFINISHED BUSINESS

None.

NEW BUSINESS

19.ADOPT RESOLUTION NO. 11518 DECLARING ITS INTENTION TO ESTABLISH AN UNDERGROUND UTILITY DISTRICT ON MONTEREY PASS ROAD FROM GARVEY AVENUE TO FLORAL DRIVE

The establishment of an Underground Utility District on Monterey Pass Road from Garvey Avenue to Floral Drive is ultimately intended to create a vibrant office-professional district on Monterey Pass Road and help generate future revenues for the City. This project would be the City's fifth major Rule 20A undergrounding project since 1968.

Public Speakers:

- City Clerk Barron reported and read aloud a written communication received from Vincent Chang supporting the proposed resolution as a resident and on behalf of BikeSGV that was received, distributed and filed. Mr. Chang also recommended the council consider additional landscaping and protected bike lanes be installed.
- David Barron spoke as an East Newmark Avenue resident supporting staff's recommendations on the proposed undergrounding project. He urged the council members to have a vision for Monterey Pass Road stating its beautification potential for residents and the community to enjoy.

Action Taken: The City Council (1) adopted **Resolution No. 11518** declaring the City Council's intention to establish an Underground Utility District on Monterey Pass Road from Garvey Avenue to Floral Drive and (2) set the date for the Public Hearing on October 17, 2012.

Resolution No. 11518, entitled:

A RESOLUTION SETTING A PUBLIC HEARING IN ACCORDANCE WITH MONTEREY PARK MUNICIPAL CODE 14.16.020 TO CONSIDER ESTABLISHING AN UNDERGROUND UTILITY DISTRICT

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

Ayes: Council Members: Lau, Wong, Real Sebastian, Ing
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

20. EMAIL NEWSLETTER TO REPLACE CASCADES NEWSPAPER

The Cascades Newspaper is a primary promotional tool for special events, new programs, and community activities, an informational resource on City Programs, and features articles from the Alhambra Unified School District and East Los Angeles College. It is currently delivered monthly, except for January and August and top stories are translated into Chinese and Spanish. Staff is recommending going to an electronic format via a subscription. This format would eliminate news deadline requirements that can render articles obsolete and allow the City and outside vendors to link articles to its websites. Staff is also recommending publishing a quarterly Recreation and Community Services Class Brochure to promote the recreational classes available and will also be available on-line.

Recommendations: It is recommended that the City Council

- (1) Approve the elimination of the Cascades Newspaper;
- (2) Authorize the development and distribution of an electronic newsletter;
- (3) Authorize the production of a quarterly Recreation guide; and
- (4) take such additional, related, action that may be desirable.

Public Speakers:

- Larry Sullivan spoke against the proposed recommendation stating his concerns that the city's website needs to be redesigned and user-friendly prior to the elimination of publishing the Cascades newspaper.

Action Taken: None.

COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Council Communications and committee reports from Council Representatives of specific organizations (Non Action Item)

Council Member Lau informed the residents of his attendance with the council at the California League of Cities Conference in San Diego. Council Member Wong spoke of the installation of Pasadena Mayor Bill Bogaard as the new President of the California League of Cities Association. He also informed the residents of his attendance at the Independent Cities Association (ICA) meeting in El Monte where Council Member Jay Gomez was installed as President. Lastly, Council Member Wong informed the residents that he will be attending the ICSC Conference in San Diego on Thursday,

September 20, 2012. Vice Mayor Real Sebastian invited the community to "Spend the Day at MPK" on October 6, 2012 at: (1) St. Stephens Martyr Church Oktoberfest will be from 10:00 a.m. – 10:00 p.m.; (2) Harmony Festival Car Show will be held at Barnes Park from 9:00 a.m. – 3:00 p.m.; (3) St. Thomas Aquinas Moon Festival will be held on September 29, 2012 from 5:00 p.m. – 9:00 p.m. and lastly, (4) the next Clean-Up Day will be on Saturday, November 3, 2012 with a location to be determined. Vice Mayor Real Sebastian also spoke on behalf of Langley Senior Center's request to the city to install a newly donated television from Friends of the Senior prior to the center's 32nd Anniversary Celebration. City Manager Talbot informed the council he will speak with staff. Mayor Ing informed the residents the City of Monterey Park's Environmental Commission and Athens Services will be hosting a Compost Giveaway on September 22, 2012 from 9:00 a.m. – 12:00 p.m. at the Service Club House parking lot.

Action Taken: No action required.

CLOSED SESSION

None.

ADJOURNMENT

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

David M. Barron, CMC
City Clerk

Staff Report City of Monterey Park

DATE: October 17, 2012

TO: The Honorable Mayor and City Council

FROM: Paul L. Talbot, City Manager

SUBJECT: The Nomination of City of Alhambra Council Member Luis Ayala to Represent Cities with Prescriptive Water Pumping Rights on the Board of the San Gabriel Basin Water Quality Authority.

Any City Council Member who City has prescriptive water pumping rights may nominate a candidate from a City with the same pumping rights for the San Gabriel Basin Water Quality Authority Board.

DISCUSSION:

The San Gabriel Basin Water Quality Authority (WQA) was established by the State Legislature (SB1679) on February 11, 1993 to develop, finance and implement groundwater treatment programs in the San Gabriel Valley. The seven-member board consists of three appointed members from each of the three municipal water districts, one elected city council person from cities in the San Gabriel Basin with prescriptive pumping rights, and one elected city council person from cities in the San Gabriel Basin without prescriptive pumping rights; and two members representing water producers in the San Gabriel Basin. The term for the board member and alternate representing cities with pumping rights will expire in January 1, 2013. An election will take place on December 19, 2012 at the WQA Headquarters. The following cities have Prescriptive Water Pumping Rights:

Alhambra	Arcadia
Azusa	Covina
El Monte	Glendora
Industry	Irwindale
Monterey Park	Monrovia
South Pasadena	Whittier

FISCAL IMPACT:

None

RECOMMENDATION:

1. Adopt Resolution nominating City Council Member Luis Ayala from the City of Alhambra to fill the upcoming vacancy on the San Gabriel Basin Water Quality Authority.
2. Direct City Clerk to send a copy of the Resolution to the Central Basin Water Quality Authority no later than 5:00 pm, October 19, 2012 either by certified mail, FedEx or UPS with a signature required.
3. Take such additional, related, action that may be desirable.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEREY PARK, CALIFORNIA, NOMINATING COUNCIL
MEMBER LUIS AYALA FROM THE CITY OF ALHAMBRA TO
REPRESENT CITIES WITH PRESCRIPTIVE WATER
PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL
BASIN WATER QUALITY AUTHORITY

Whereas, on September 22, 1992, Senate Bill 1679 was signed into law by Governor Pete Wilson authorizing the creation of the San Gabriel Basin Water Quality Authority; and

Whereas, the Board of the San Gabriel Basin Water Quality Authority is composed of seven members with three appointed members from each of the three municipal water districts, one elected city council person from cities in the San Gabriel Basin with prescriptive pumping rights, and one elected city council person from cities in the San Gabriel Basin without prescriptive pumping rights; and two members representing water producers in the San Gabriel Basin; and

Whereas, the City of Monterey Park is one of the cities in the San Gabriel Basin with prescriptive water pumping rights; and

Whereas, the City of Monterey Park may nominate a representative by resolution from September 20, 2012 through October 19, 2012.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DOES HEREBY RESOLVE, DECLARE, AND DETERMINE AS FOLLOWS:

Section 1 The City Council of the City of Monterey Park nominates Council Member Luis Ayala from the City of Alhambra as the representative for cities in the San Gabriel Basin with prescriptive water pumping rights.

PASSED, APPROVED AND ADOPTED this 17th day of October 2012

Mitchell Ing, Mayor
City of Monterey Park,
California

Attest:

David M. Barron, CMC,
City Clerk, City of Monterey Park
California

Resolution No.

Page 2

State of California)
County of Los Angeles) ss.
City of Monterey Park)

I, David M. Barron, CMC, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 17th day of October 2012, by the following vote:

Ayes:

Naes:

Absent:

Abstain:

Dated this 17th day of October, 2012

David M. Barron, CMC, City Clerk
City of Monterey Park,
California

Staff Report City of Monterey Park

DATE: OCTOBER 17, 2012

TO: PAUL TALBOT, CITY MANAGER

FROM: DONNA M. RAMIREZ, ADMINISTRATIVE AIDE
ECONOMIC DEVELOPMENT DEPARTMENT

SUBJECT: CONSIDERATION OF BUSINESS IMPROVEMENT DISTRICT NO. 1 (BID) ANNUAL REPORT
AND THE RESOLUTION OF INTENT TO SET A PUBLIC HEARING DATE TO CONSIDER THE
2013 ASSESSMENTS (COUNCIL ACTION)

In 1986 the Monterey Park City Council passed an ordinance creating the Business Improvement District No. 1 (BID), pursuant to Parking and Business Improvement Law of 1979 and 1989 (California Streets and Highway Code Section 36500 et seq.). State law governing the BID requires it to file an annual report with the City Clerk summarizing its activities and expenditures for the past year and proposing its budget for the upcoming year. The law also requires the BID assessments to be renewed annually after conducting a public hearing. The Advisory Committee to the BID (BIDAC) has requested the City Council set a public hearing on November 21, 2012 to consider the 2013 levy of Assessment Fees.

DISCUSSION

The BID was established in Downtown Monterey Park, extending along Garvey Avenue from Ramona Avenue to Nicholson Avenue and on Garfield Avenue from south of Newmark Avenue to Emerson Avenue. The City levies and collects an annual assessment on business and property owners in the BID with proceeds being used for the benefit of businesses in the area through public improvements, maintenance, promotions, special events, advertisements and decorations. The goal of the BID is to boost sales and thus improve the economic stability and growth within the area.

The BIDAC is submitting its 2012 Annual Report for the BID, which reviews activities and expenditures during the 2012 Program Year and describes programs and the proposed budget for the upcoming 2013 Program Year.

On October 2, 2012, the BIDAC conducted its annual meeting. The meeting was held at the City Hall Community Room. Letters in English, Spanish, and Chinese were sent to all BID merchants inviting them to attend the meeting. The BIDAC is proposing its 2013 BID programs and budget. The proposed 2013 budget is included in the 2012 Annual Report.

A number of projects for the upcoming 2013 BID Program Year include but are not limited to:

1. Continue to work with the Chamber of Commerce on joint projects for the promotion of business in Monterey Park;
2. Replace missing or damaged holiday decorations for the light poles;
3. Repair and replacement of palm tree lighting;
4. Paint the decorative light poles along Garvey Avenue;
5. Provide holiday advertising for the BID area as a destination to shop;

6. Purchase a message board for the Lincoln Avenue Parking lot area; and
7. Work with the city and merchants to keep the downtown area looking clean.

According to the laws governing the BID, the City Council is required to receive and file the Annual Report. After receiving the report, the Council will consider and adopt a Resolution of Intent to Levy an Annual Assessment for the BID for 2013, a draft of which is attached. The resolution designates November 21, 2012 as the date for a Public Hearing on the levy of the proposed BID assessments and 2013 BID budget. The Annual Report will be formally considered by the City Council at the scheduled public hearing to renew the BID assessments, at that time Council will have the opportunity to approve or modify the budget and priorities for 2013. Once the Public Hearing date is set, notice will be given to all businesses and property owners in the BID and published in the local newspaper.

UPDATES FOR THE 2012 ANNUAL REPORT

1. New planters, located along Garvey Avenue, were planted with seasonal flowers;
2. New furniture was purchased and installed along Garvey Avenue and S. Garfield between Garvey and Newmark;
3. Some of the previous furniture was relocated along South Garfield, near the 60 Freeway;
4. Chrysalis was contracted to keep the BID area clean and has been very well received;
5. New Christmas ornaments were purchased to replace missing or damage ornaments near the southwest corner of Garvey and Garfield; and
6. On January 28th and 29th 2012, the BIDAC, City, and World Journal hosted their first joint Chinese New Year Festival with great success.

FISCAL IMPACT

There is no impact to the General Fund to receive the Annual Report or set the Public Hearing to consider the 2013 BID Assessment.

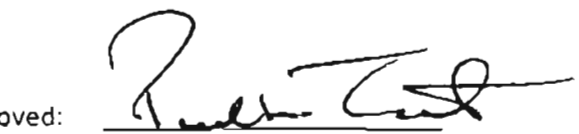
RECOMMENDATION

1. Receive and file the 2012 Annual Report with the City Clerk
2. Approve the Resolution of Intent and set the Public Hearing for November 21, 2012 for consideration of the 2013 BID assessments.

By:


Donna M. Ramirez
Acting Economic Development Specialist

Approved:


Paul Talbot
City Manager

Attachments: 1) Resolution of Intent to Set a Public Hearing
2) 2012 BID Annual Report

RESOLUTION NO. _____

**A RESOLUTION DECLARING THE CITY OF MONTEREY PARK'S
INTENT TO LEVY AND COLLECT INCREASED ASSESSMENTS
WITHIN BUSINESS IMPROVEMENT DISTRICT NO. 1 FOR PROGRAM
YEAR 2013 AND SETTING A PUBLIC HEARING.**

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

SECTION 1: The City Council finds as follows:

- A. Cities are authorized under the Property and Business Improvement District Law of 1994 (Streets & Highways Code §§ 36600, *et seq.*) to establish business improvement districts ("BID") within their jurisdictions for the purpose of funding certain services;
- B. Business Improvement Area No. 1 was established by Ordinance No. 1604 on October 10, 1983 and modified by Ordinance No. 1656 on March 10, 1986;
- C. As required by applicable law, the City prepared an Annual Report for Program Year 2012 for Business Improvement Area No. 1 ("Report") and submitted it to the City Council;
- D. Based upon the Report, the City Council proposes to levy increased assessments Business Improvement Area No. 1 for Program Year 2013 as calculated in the Report which is incorporated by reference. A true and correct copy of the Report is available for public review in the City Clerk's office.

SECTION 2: This Resolution constitutes the City Council's notice pursuant to Streets and Highways Code § 36523.5 that it will consider increasing assessments for Business Improvement Area No. 1 at a meeting and public hearing held on November 21, 2012 at 7:00 p.m. or as soon thereafter as this matter may be heard, in the Council Chambers located at 320 West Newmark Avenue, Monterey Park, California, 91754. During the public hearing, the City Council will consider all testimonial and documentary evidence for or against the levy of the proposed assessments for Business Improvement Area No. 1 for Program Year 2013. Protests may be made orally or in writing. All written documents must be filed with the City Clerk at or before the time fixed for the hearing and contain sufficient documentation to verify business ownership and validate the particular protest. The form and manner of protests must comply with Streets and Highways Code §§ 36524 and 36525.

SECTION 3: If approved, the assessments would fund specific programs including, without limitation,

- A. Continuing to work with the Chamber of Commerce on joint projects for the promotion of business in Monterey Park;
- B. Continuing to work with the city to meet the needs of businesses;

- C. Researching ways to improve the cleanliness of the Downtown;
- D. Improve signage and reduce trash in the BID No. 1 area; and
- E. Work with the merchants to create a more visitor friendly atmosphere.

SECTION 4: It is proposed that the BID collect an annual assessment of \$61,314.35 for a period of 12 months (1) year(s). The following formula is used to calculate the assessment for each property owner within the BID:

2013 New BID Fee Schedule

<u>Business Type</u>	<u>Fee</u>	<u>Employee/Seat Formula</u>
Retail	\$97.25	\$12.15
Service (inc. Financial)	\$97.25	\$12.15
Restaurant		
Without ABC	\$97.25	\$ 6.08 {1}
With ABC	\$97.25	\$ 7.29 {2}
Professional (inc. Insurance)	\$97.25	\$12.15
Theater	\$97.25	
Wholesale	\$97.25	
Manufacturing	\$97.25	
Contractor	\$97.25	
Commercial Rental	\$21.26 + .006079 sq. ft.	{3}
Residential Rental	\$21.26	{4}
Hotel		
Laundromat	\$97.25	

(1) 20 seats or less, no seat assessment fees. Over 20 seats, \$6.08 per seat starting with Seat 21. Eg. For 50 seats, total charge is \$97.25 (base fee) + \$182.40 (30 seats x \$6.08) = \$279.65.

(2) 20 seats or less, no seat assessment fees. Over 20 seats, \$7.29 per seat starting with Seat 21. Eg. For 50 seats, total charge is \$97.25 (base fee) + 218.70 (30 seats x \$7.29) = \$315.95

(3) Base fee is \$21.26 per unit. For every additional sq. ft. over 2,000; multiply excess by \$0.006079. Eg. 2,500 sq. ft., total charge is \$21.26 + \$3.04 (500 sq. ft. x \$0.006079) = \$24.30 (calculations are rounded up)

(4) If you own 1-3 units, there is no charge. If you own more than 3 units, you pay \$21.26 per unit in excess of 3 units. Eg. You own 5 units. You pay \$21.26 x 2 (5 units – 3 units) = \$42.52

SECTION 5: The City Clerk is directed to certify the adoption of this Resolution and give notice of the proposed assessment in accordance with Government Code § 54954.6.

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

PASSED AND ADOPTED this ____ day of _____, 2012:

Mitchell Ing,
Mayor

ATTEST:

David Barron,
City Clerk

APPROVED AS TO FORM:
ROBERT SMITH, City Attorney

By. _____



Business Improvement District No. 1

Annual Report

2012

January 1, 2012 – December 31, 2012

The City of Monterey Park's
DOWNTOWN

VISION STATEMENT

The Downtown Business Improvement District No. 1 was established to improve and preserve the business community in the “heart” of the city.

The Downtown area of the city is an important destination point for the business community and residents of Monterey Park. Through continued efforts in organization, beautification, promotion and revitalization, the city leaders and its business community will work together to preserve and improve the quality of life for future generations.

Business Improvement District No. 1

2012 Advisory Board

Stephen Lam, President

Richard Kwok

Gene Jeng

Ivan Ho

Johnny Thompson

David Wan

Vacant: 4 positions

Liaison: Donna M. Ramirez
Economic Development Department

BIDAC Mailing Address: BIDAC, c/o City of Monterey Park, 320 W. Newmark Ave., 91754

Board Meetings: Third Thursdays, in the months of January, April, July and October at 3:30 p.m. in Room 266.

OVERVIEW

The Business Improvement District Advisory Board (BIDAC) meets quarterly and during special meetings to discuss issues of concern to businesses located within the BID area. Programs addressing cleanliness, promotions, and marketing are all reflected in the budget for the BID. In addition the issues discussed, the Board also researches and plans innovative ways of promoting businesses and endeavors to maintain the goals and budget set forth in the Annual Report.

During the renewal of the 2011 BID, the City Council voted to delay increasing assessments for businesses within the BID until 2013. This decision was based on an effort by both the City Council and the BIDAC to assist businesses during the current difficult economic conditions. In addition, this provided an opportunity to the BIDAC to purchase the new street furniture for the area and hire custodial services. For 2013 assessment will increase by 5% providing funds to maintain the higher level of service to downtown merchants and visitors to the area.

HISTORY

The Monterey Park Business Improvement District No.1, (BID) encompasses the area extending along Garvey Avenue from Ramona Avenue to Nicholson Avenue, and on Garfield Avenue from south of Newmark Avenue to Emerson Avenue (refer to Exhibit A). The Monterey Park City Council established the BID in 1986 at the request of local businesses in the area and the Downtown Merchants Association (DMA), pursuant to the California Streets and Highway Code Section 36500 et seq.

The primary responsibility of the BIDAC is to advise the City Council on its operations and to make recommendations to the City Council on the methods and ways in which revenues are derived from the assessments and expended. It also performs such other duties as the City Council may designate.

The BIDAC is composed of ten members. Each City Council person appoints two members. The terms for these ten appointees expire when their appointing City Council member ceases to hold office or until they are replaced. The BIDAC meets quarterly and as needed. The BIDAC hosts an annual meeting of the BID members-at-large at the end of the year; prior to the next year's assessments.

ACCOMPLISHMENTS

During 2012, the BIDAC main focus has been cleaning up the downtown to create a pleasant place to do business and shop. This was addressed through three BIDAC programs; Street Furniture, Cleanliness Campaign, and Planters.

Planters

2012 saw the placement of planters along Garvey Avenue. The BIDAC purchased a large number of planters to enhance the downtown and give it a warmer appearance. The addition of seasonal flowers will be made quarterly to bring a splash of color to the area.

Street Furniture

This year the BIDAC purchased new street furniture for Garvey Avenue. The new purchase consists of benches, trash receptacles, cigarette receptacles, and for the first time, bike racks. This purchase also showcases a new color scheme for the downtown through the use of deep burgundy on all the furniture.

Bike racks were also purchased for the area in a variety of colors; goldenrod, burgundy and teal and may be seen in the shape of a rider on a bike. These racks serve as public art while also being functional.

Cleanliness Campaign

As part of the efforts to improve the cleanliness of the downtown, the firm of Chrysalis Enterprise was contracted to provide custodial services. Chrysalis removes trash from the sidewalks and parking areas, wipes down benches and trash receptacles, pressure washes the sidewalks, empties trash receptacles, removes minor graffiti and reports to staff any concerns expressed to them by the merchants. The efforts of the Chrysalis staff has already made a noticeable difference which can be seen throughout the area with the greatest improvement can be seen at the parking lot at the corner of Lincoln and Garvey Avenues.

Downtown Decorations

The BIDAC will purchase replacements ornaments for the poles near the Garvey and Garfield intersection that were damaged during previous years. This will help to provide continuity to the area during the Christmas season.

Holiday Promotion

Chinese New Year Lunar Festival

On January 28th and 29th, 2012 the BIDAC, City of Monterey Park, and World Journal hosted the Chinese New Year Lunar Festival. The festival was a combined effort to create a festive and safe cultural celebration to residents and visitors for 2012.

The 2012 Festival was a great success. The combined efforts of the hosts brought a wonderful two days of entertainment and enjoyable atmosphere to visitors.

Photos with Santa

The Monterey Park Chamber of Commerce was unable to assist with hosting "Photos with Santa" during 2012 due to recent cutbacks in staffing.

Tree Wells

The trees along Garvey Avenue are in need of having the grates removed. The tree trunks have now overcrowded the grate area. This was not undertaken during the 2012 year but remains a consideration for 2013-14.

The lighting of the trees in the downtown is in serious need of repair. The BIDAC will take steps to address the rewiring of the palm trees, one section at a time. This is an expensive undertaking and requires a large portion of funds which exceeds the BID's current assessment. This item will be studied in depth to determine the exact amount of funding to provide up lighting to the trees.

BUDGET

2012 Annual Program Year

In June of 2012, the City Council approved an Annual Program Budget as recommended by the Business Improvement District Advisory Committee for January – December 2013.

The City received approximately \$58,394.62 in revenues from the BID for calendar year 2012 and estimates, with the 5% increase to receive \$61,314.35 for 2013. This is an increase in total revenue by \$2,919.73. Current reserves for the BID is \$298,986 (less expenses).

Exhibit "B" reflect the expenditures for calendar year 2012. Actual revenues and actual expenditures of the BID are reflected in Exhibit B as well as the City of Monterey Park's Fiscal Year Budget for the BID that occurred from July 1st 2012 to June 30th 2013.

Exhibit "C" reflects the BID's Annual Program Budget for calendar year 2013.

GOALS

- Continue to work with the Chamber of Commerce on joint projects for the promotion of business in Monterey Park and with World Journal and the City to host the Lunar Festival,
- Promote the businesses in participating in the city's commercial façade improvements, and
- Educate the downtown businesses on ways they can assist in keeping the area attractive.

Attachments:

A: BID Area Map

B: Financial Statement (expenditures)

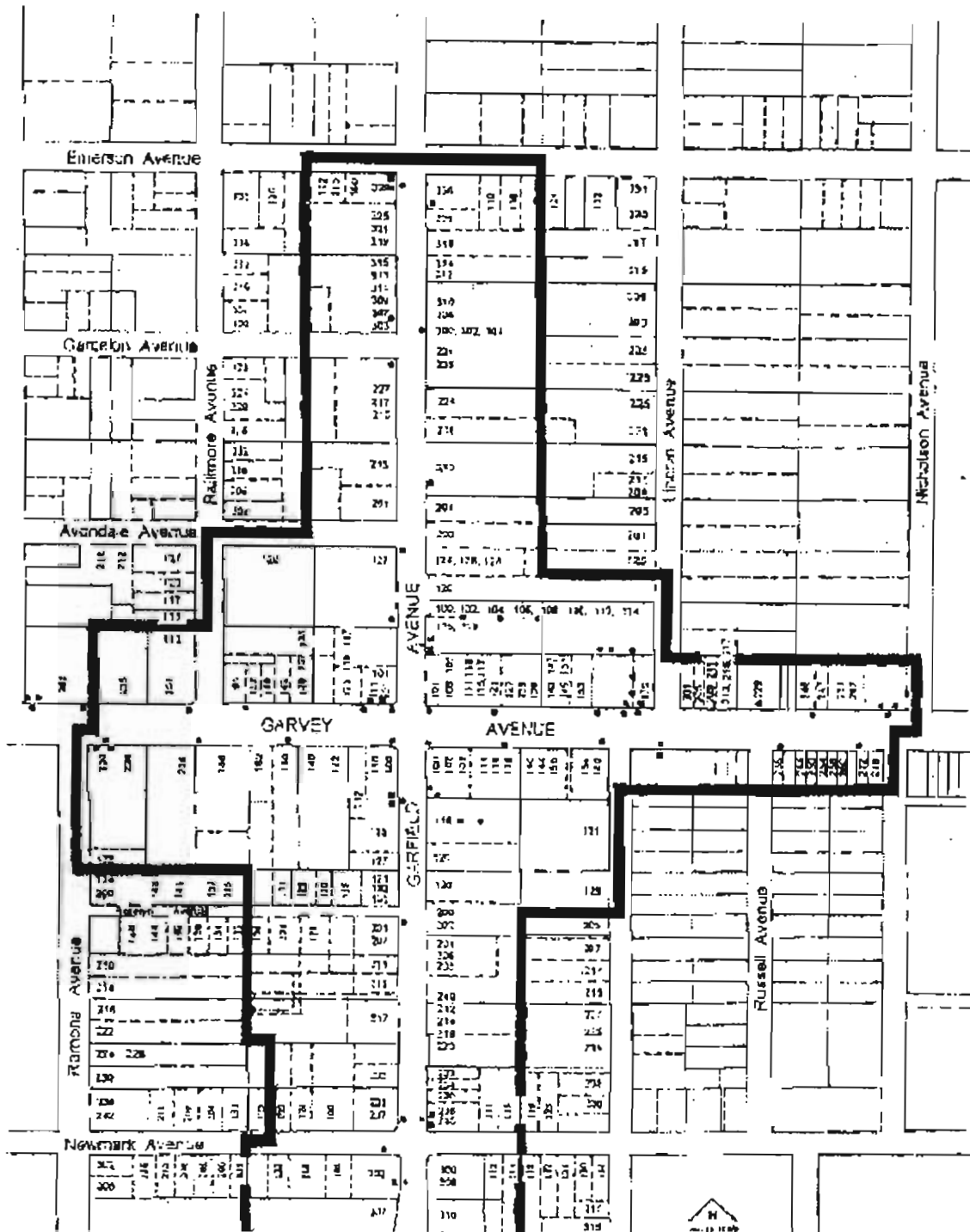
C: 2013 Budget

D: 2013 Fee Schedule

Stephen Lam, Chairman
Business Improvement District Advisory Committee

EXHIBIT "A"

BUSINESS IMPROVEMENT DISTRICT NO.1



ATTACHMENT " B"

Business Improvement District No. 1 - Financial Statement 2012

Expenditures as of:				1/01/12- 12/31/12
Budget Item	Description	Vendor	Budgeted Amount	2012 Estimated Expenditures
Administration	Postage	U. S. Postal c/o Pitney Bowes	\$3,000.00	\$958.00
	Translation	Bravo Business Resources		\$200.00
	Delivery	Federal Express Services		
	paper and envelopes	Office Solutions		\$130.00
Promotions	Holiday light - electricity	Edison	\$2,000.00	\$833.17
	Photos with Santa Program	To be determined		\$0.00
	Lunar Festival supplies			\$600.00
Palm Tree Lighting	New uplighting and outlets on palm trees	To be determined	\$13,000.00	\$0.00
2012 Chinese New Year Festival	City Staff for the Lunar Festival	City	\$10,000.00	\$3,904.70
New Holiday Decoration	Additional decorations for the Garvey/Garfield area	Sierra Displays	\$2,000.00	\$2,000.00
Decoration Installation	Storage and Installation of Holiday Lights.	Dextra Lite	\$4,700.00	\$4,250.00
Custodial Contract	Maintenance of the BID	Chrysalis	\$56,700.00	\$20,000.00
Kiosk	Area for posting messages	To be determined	\$2,500.00	\$0.00
Street Furniture	Council Appropriation	OCC Furniture & Highland	\$65,000.00	\$64,109.93
TOTAL			158,900.00	\$96,985.80

Revenues for 2012

\$58,394.62

Reserves (less expenses)

\$298,985.75

ATTACHMENT "C"

BID Budget for 2013		
	Fiscal Year	
Contractual Services	1/01/2013-12/31/2013	Notes
Administration	\$3,000.00	mailings, annual meeting Translation., California membership
Promotions	\$2,000.00	Possible news ads for local businesses during holiday seasons
New Holiday Decorations	\$2,000.00	decorations, Add'l lights and rope light replacement & Edison
Decoration Installation	\$4,700.00	storage, installation. Removal
Up-lights & trunk lights for trees	\$40,000.00	Lights and electrical contractor for palm trees
Painting light poles	\$15,000.00	Cost to paint the decorative light poles along Garvey Avenue
Porter Service Contract	\$56,700.00	Custodial Contract for BID
Chinese New Year Festival	\$10,000.00	City staff
Palm Tree base replacement	\$20,000.00	Replace grates with alternate material at base of trees
Flowers for planters	\$10,000.00	Purchase of flowers for the planters
Kiosk	\$2,000.00	Message Board area for the downtown
TOTAL	\$165,400.00	
Revenues for 2012: \$58,395		
Revenues estimated for 2013: \$61,315		
Reserves: \$298,986 (less expenses)		

Exhibit "D"

2013 New BID Fee Schedule

(includes a 5% increase)

<u>Business Type</u>	<u>Fee</u>	<u>Employee/Seat</u>	<u>Formula</u>
Retail	\$97.25	\$12.15	
Service (inc. Financial)	\$97.25	\$12.15	
Restaurant			
Without ABC	\$97.25	\$ 6.08	(1)
With ABC	\$97.25	\$ 7.29	(2)
Professional (inc. Insurance)	\$97.25	\$12.15	
Theater	\$97.25		
Wholesale	\$97.25		
Manufacturing	\$97.25		
Contractor	\$97.25		
Commercial Rental	\$21.26 + .006079 sq. ft.		(3)
Residential Rental	\$21.26		(4)
Hotel			
Laundromat	\$97.25		

(1) 20 seats or less, no seat assessment fees. Over 20 seats, \$6.08 per seat starting with Seat 21.
Eg. For 50 seats, total charge is \$97.25 (base fee) + \$182.40 (30 seats x \$6.08) = \$279.65.

(2) 20 seats or less, no seat assessment fees. Over 20 seats, \$7.29 per seat starting with Seat 21.
Eg. For 50 seats, total charge is \$97.25 (base fee) + 218.70 (30 seats x \$7.29) = \$315.95

(3) Base fee is \$21.26 per unit. For every additional sq. ft. over 2,000; multiply excess by \$0.006079. Eg. 2,500 sq. ft., total charge is \$21.26 + \$3.04 (500 sq. ft. x \$0.006079) = \$24.30 (calculations are rounded up)

(4) If you own 1-3 units, there is no charge. If you own more than 3 units, you pay \$21.26 per unit in excess of 3 units. Eg. You own 5 units. You pay \$21.26 x 2 (5 units – 3 units) = \$42.52

Staff Report City of Monterey Park

DATE: October 17, 2012

TO: PAUL TALBOT, CITY MANAGER

FROM: DAN COSTLEY, RECREATION AND COMMUNITY SERVICES DIRECTOR

SUBJECT: AWARD OF BID FOR COUNCIL CHAMBER TELEVISION EQUIPMENT

As part of a multiyear plan to update and improve the MPK-TV television equipment, staff has conducted a call for bids and now seeks Council approval to award the bid and move forward with the purchase and installation of the equipment.

DISCUSSION

The City of Monterey Park has an established history of providing video coverage of city council meetings and other community events from the council chamber. However, some of the television equipment is over 25 years old and has not been upgraded since the start of the video program in the 1980s. Up to now, staff has taken a conservative approach and replaced equipment on a case by case basis. However, at this point the majority of the equipment is at the end of its useable life and no longer providing an acceptable level of performance or reliability.

New equipment will allow for a higher quality of television programming, increased staff productivity and potential creative improvements.

Prior to sending out a bid for new equipment, staff reviewed several options and attended equipment demonstrations. The equipment covered by the bid includes four wall mounted remote controlled cameras, a video switcher, graphics generator, control room TV monitors, as well as labor and other necessary video components for a complete installation.

In August 2012 staff detailed the specifications for the new equipment and a notice was sent out to seven vendors inviting bids for purchase and installation.

Three vendors attended a mandatory bid meeting to allow them to inspect the facilities. Subsequently, two bids were received in the following amounts:

Vendors	Bid Total
1. VMI	\$72,997.24
2. AVI Systems	\$106,477.18

Staff has reviewed both proposals and is recommending VMI, who is the lowest bidder at \$72,997.24.

FISCAL IMPACT

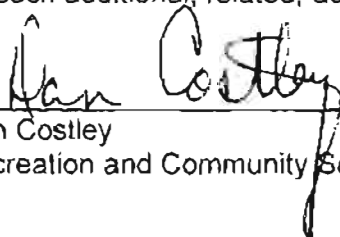
The project funding of \$72,997.24 will come from the City's cable television grant fund - a restricted fund that can only be used for the purchase of equipment for the operation of MPK-

TV. The City receives approximately \$68,200 annually from Charter Communications and AT&T for the cable television franchise fee. This fund currently has a balance of \$217,847.48. After the bid purchase the fund balance will be \$144,850.24. The General Fund will not be impacted.

RECOMMENDATION

Award the bid to VMI for \$72,997.24 from the cable television grant fund. Authorize the City Manager to execute an agreement in a form approved by the City Attorney with VMI to obtain the equipment.

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

By:  Approved: 
Dan Costley Paul Talbot
Recreation and Community Services Director City Manager

CITY OF MONTEREY PARK
NOTICE INVITING BIDS
TELEVISION STUDIO EQUIPMENT

BID NO. 804

AUGUST 23, 2012

The City of Monterey Park is currently soliciting bids for Television Studio Equipment. If your firm is interested, please submit a proposal according to attached specifications. Bids must be submitted no later than 1:30 p.m., October 3rd, 2012 to the following address:

City of Monterey Park
Attn: Tim Shay
Support Services Manager
320 W. Newmark Avenue
Monterey Park, CA 91754

A Mandatory Pre-Bid Walk-Through will be held on Wednesday, September 19th at 10:00 a.m. to view the locations and to answer any questions perspective bidders may have. The Pre-Bid Walk-Through will begin at the City Hall Council Chambers at 320 W. Newmark Ave., Monterey Park, CA. 91754 at 10:00 a.m. Bids will only be accepted from bidders that attended the mandatory pre-bid conference.

If you have any questions or comments regarding this bid prior to the bid opening date, please contact Randy Ishino at (626) 307-1365 or me at (626) 307-1340.

Sincerely,



Tim Shay
Support Services Supervisor

Attachments

TELEVISION STUDIO EQUIPMENT
BID NO. 804
TERMS & CONDITIONS

1. Each bidder shall meet all of the specifications. Non-substantial deviations may be considered provided that the bidder submits a full description and explanation of and justifications for the proposed deviations. Final determination of any proposed deviation will be made by the City of Monterey Park. The City of Monterey Park, California, reserves the right to purchase the equipment, which in our opinion represents the best value to the City for the duty to be performed.
2. Each bid must be submitted on the form provided in the bid package. Bid documents shall be enclosed in an envelope, which shall be sealed and addressed to the Support Services Manager, 320 West Newmark Avenue, Monterey Park, California 91754, (only one bid per envelope is permitted). Additionally, the completed bid sheets should be clearly labeled with the bid title, and name of bidder.
3. TIME OF DELIVERY is a part of the consideration and must be stated in definite terms and must be adhered to.
4. TERMS of less than 30 days for cash discount will be considered as net.
5. ALL QUOTATIONS must be signed with the firm's name by a responsible officer or employee. Obligations assumed by such signature must be filled.
6. The City of Monterey Park reserves the right to reject any or all quotations, waive any informality in bids, and to accept or reject any items thereon.
7. Cost of inspection on deliveries or offers for delivery, which do not meet the specifications, will be for the account of the vendor.
8. The vendor shall hold the City of Monterey Park, its officers, agents, servants, and employees, harmless from liability of any nature or kind on account of use of copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under the quotation.
9. Quotations are subject to acceptance at any time within 90 days after opening of same unless otherwise stipulated.
10. Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.

TELEVISION STUDIO EQUIPMENT
BID NO. 804

TERMS & CONDITIONS

11. If you do not quote, return the Bid Submission Form and state reason. Otherwise, your name will be removed from the mailing list.

12. Extension of Contract to Other Public Agencies

a. The prices, terms and conditions of this bid shall be extended to other public agencies for the below stated period of time after bid award by the City of Monterey Park. All requirements of the specifications, purchase orders, invoices, and payments with other agencies shall be handled directly by the additional agency(ies) and the Contractor. The City of Monterey Park shall be notified immediately of any agency(ies) added to the contract.

b. Yes _____ No _____ Period of time

13. Recycling

a. The City of Monterey Park encourages all vendors to use recycled materials whenever possible.

14. Delivery of the equipment shall be made to:

City of Monterey Park
Attn: Randy Ishino
320 W. Newmark Ave.
Monterey Park, Ca 91754

TELEVISION STUDIO EQUIPMENT
BID NO. 804
SPECIFICATIONS

The purpose of this bid is to select a vendor to provide a complete, "turn-key" video production system to produce and record video coverage of events in the city hall council chamber. The desired system would be comprised of remote pan/tilt/zoom (PTZ) cameras, video switcher, graphics generator, video monitors, and all necessary accessories, cabling, mounts, connectors, converters, etc. for a complete installation and integration with the City's existing equipment. Also included in this bid is delivery, professional installation, training and ongoing support of said system.

Background information: The City's current video production system operates in a standard definition (SD) format that outputs to a SD master control router. The SD router outputs signals to various SD cable TV channels, video streaming products and in-house DVD recorders. The City desires to upgrade the cameras, switcher and graphics generator systems to a multi-SD/high definition (HD) format. Although the final outputs through the master control router will remain SD, it is desired that the cameras and switcher will operate in HD. The primary function of the video production system is for the coverage of public meetings. However, on occasion, the City also produces entertainment-type events such as music concerts and plays. It is desired that the design of the new video production equipment will allow for the operation of the equipment by as few as a single operator and as many as four or more operators.

Desired camera setup: It is desired to have four permanently mounted PTZ cameras strategically installed in the Council Chamber for optimum coverage. Additionally, the City wishes to have permanent hookups (video, reference, power, etc.) installed for a tripod mounted SD camera (an existing camera supplied by the City) in the back of the chamber.

Video clip playout, DVD playback and video projector: It is desired to have the ability to playout broadcast quality, full length video/audio clips simultaneously through the production switcher system and to a video projector (existing, supplied by City) in the Council Chamber. Vendor is responsible for providing the complete hardware/software ability and wiring of equipment to achieve this goal. It is also desired to be able to playback DVDs through the production system and simultaneously on the video projector.

Warranty, support and extended service agreement: The City desires to have an initial warranty of one year for all components with on-site service at the discretion of the City. Ongoing telephone and/or email support for the life of the products is also desired. After the initial warranty the City desires to obtain a service agreement.

TELEVISION STUDIO EQUIPMENT
BID NO. 804

SPECIFICATIONS

Below are the quantities, descriptions, and part numbers that meet the City's specifications. Any vendor seeking to submit a bid with substitutes or deviations from the below listed items must indicate all such deviations. Please provide separate pricing depending on which product your firm sells. If submitting an alternate part, indicate exact make and model number for each replacement. Failure to indicate substitutions or deviations may result in the rejection of bid.

TELEVISION STUDIO EQUIPMENT
BID NO. 804

BID SUBMISSION SHEETS

The undersigned declares that he/she has carefully examined the Invitation to Bid, Bid Terms and Conditions, and Specifications, is thoroughly familiar with the contents, and proposes to deliver f.o.b. Monterey Park fully equipped and set up as described the items quoted below:

Qty	Manufacturer	Item	Description	Unit Cost	Extended	
1	Broadcast Pix	MC-500	Mica Switcher 8 HD/SD SDI inputs"	17,900	17,900	"
4	Panasonic	AW-HE50SN	HD Pan and Tilt Camera w/ SDI	4,775	19,100	"
2	Panasonic	AW-RP50N	Camera Remote Control Unit	1,920	3,840	"
1	Panasonic	Wall 1	Camera Wallmount	100	100	"
2	Black Magic Design	Smart View Duo	"Dual 8" Rack Mount Monitor"	635	1,270	"
2	AJA	R20AD	Analog to SD/ SDI converter/ 10 Bit	640	1,280	"
1	AJA	RH10MD	HD/SDI to Analog Converter	1,190	1,190	"
1	AJA	FR1	Rack Frame for 4 Cards	696	696	"
1	AJA	Hi5	HD/SD-SDI to HDMI Converter w/Audio	305	305	"
1	AJA	DWP	Power Supply	40	40	"
1	Extron	60-886-02	DVIDA2 1x2 DVI-D DA	280	280	"
1	NEC	V422	"42" LCD Display "	880	880	"
1	NEC	ST-4020	Display Stand	55	55	"
1	HP	sub. HPL2206TM L2106TM	"21.5" Touch Screen Monitor"	288	288	"
1	ESE	219A w/ Option P	1x4 Black Burst Generator	165	165	"
1	ESE	Option P	Rack Kit for 219A	50	50	"
1	Extron	60-439-01	MDA 3V 1x3 CV DA	120	120	"
1	Kramer	VA-256xl	Audio Delay	447	447	"
1	Kramer	RK-3T	Rack Kit for VA-256xl	40	40	"
1	APC	BR-1000G	UPS Power Supply	160	160	"
1	NEC	EX231WP-BK	"23" LCD Display Monitor"	280	280	"
1	LG	BD-640	Blu Ray Player	125	125	"
1	JVC	DT-E17L4G	"17" Studio Monitor w/ SDI, LED Backlight"	2,225	2,225	"
1	Denon	AVR-1612P	5.1 Surround Sound Receiver	385	385	"
1	Energy	5.1 Take Classic	5.1 Speaker Set	498	498	"
1	Broadcast Pix	31	3 Axis Joy Stick Upgrade for 500 Panel	440	440	"
1	Broadcast Pix	172	Fluent Rapid CG	2,558	2,558	"
	System Installation			7,995	7,995	"
	System Installation Materials			3,400	3,400	"
	Initial training for the operation of each module			1,200	1,200	"

VENDOR NAME

John Delmont / VMT
John W. W. W.

DATE

10-2-2012

**TELEVISION STUDIO EQUIPMENT
BID NO. 804**

BID SUBMISSION SHEETS

Minimum one year warranty and one year on-site repair service. At City's discretion per occurrence, City will accept overnight shipping (at vendor's cost) of replacement parts and self installation by City staff in lieu of on-site service.		Indicate terms of warranty: name, title, physical address, email address and direct phone number of person or group providing service	See attached letter for service info *
Ongoing technical support and troubleshooting for the life of the installed products by telephone and/or email.		Indicate name, title, physical address, email address and direct phone number of person or group providing service	see attached * *
Service agreement (at additional cost to the City) for the repair and maintenance of system beyond the initial one year period.		Indicate terms of contract	See attached * * *
All user guides/manuals/installation disks, etc. for each product		Include with product delivery	included
		Subtotal	67,312 67,312
		Tax	5,685.24 5,685.24
		Shipping	600 600
		Total Bid Price	72,997.24 72,997.24

Exceptions to specifications, if any: _____

Terms: Delivery Date 14 day ARO Payment 0% Net 30

WARRANTY: Please state the terms of the warranty for the proposed items and include any additional information pertaining to any additional warranties available.

VMI adheres to all manufacturer's warranties.

VENDOR NAME John Delmont / VMI DATE 10-2-12

John Delmont



TELEVISION STUDIO EQUIPMENT
BID NO. 804

RETURN BID TO:

City of Monterey Park
Attn: Tim Shay
Support Services Manager
320 West Newmark Avenue
Monterey Park, CA 91754

Be sure to write on the lower
left side of envelope:

Bid No. 804
Closing Date 10/03/12

Authorized

Official (Print)

John Delmont

Signature

[Handwritten Signature]

Title

Tech Sales

Telephone

714-894-6100

Date

10-2-12

Firm Name

VMT

Address

11258 Monarch Ave., Unit A

City/State

Garden Grove, CA

Zip

92841

Fax

714-894-6110

E-mail address

jdelmont@vmtvideo.com

BID MUST BE RECEIVED BY OCTOBER 3rd, 2012 1:30 P.M.



VENDOR NAME

John Delmont/VMT
[Handwritten Signature]

DATE

10-2-12

October 2, 2012

City of Monterey Park
Attn: Tim Shay
Support Services Manager
320 W. Newmark Avenue
Monterey Park, CA 91754

Below are the responses to the top three items on page two of Bid No. 804

*Regarding the minimum one year warranty and one year on-site repair service, VMI adheres to all manufacturer warranties. Most are one year, some may be less on the labor vs. parts, and some will be longer than one year. It varies from manufacturer to manufacturer. Some manufacturers will do on-site service and some require the end-user to send the product in for repair. To that end for a period of a year, VMI will trouble shoot and accommodate the City within the specified warranty of each manufacturer listed in the bid. On the Broadcast Pix unit we can also offer a free demo unit should your unit need to go in for repairs. We have been in business for over 30 years and pride ourselves on our customer support during and after the sale.

For any warranty issues or tech support please contact:

John Delmont/ VMI
714-894-6100
idelmont@vmivideo.com

**For ongoing technical support you may also contact John Delmont at VMI. The Broadcast Pix Switcher also has a phone number for lifetime tech support which will be provided with your system.

***At this time VMI does not offer extended warranties other than those offered by the manufacturer. Broadcast Pix does offer an extra year of warranty on their product. It is listed as model number 641 and your price would be \$1535.00. Panasonic is working on similar warranties, but nothing is in place at this time.

Please let me know if you have any other questions regarding warranty of support. Both Bob and I have been in the industry for 25 years. Bob is a premier trainer on the Broadcast Pix product and is also a beta tester. We are here to help. Thanks.

John Delmont
VMI



10-2-12



HP Compaq L2206tm 21.5-inch LED Backlit Touch Monitor

The future of touch technology is here.



Introducing an advanced, 3-touch sensor display with remarkable screen performance, intelligent built-ins and expanded display real-estate with style.

Advanced touch changes everything

Experience 3 sensor precision that eliminates no-touch zones for more accurate, sophisticated touch recognition when manipulating multiple windows, applications and graphics. The all-new HP Compaq L2206tm 21.5-inch diagonal LED Backlit Touch Monitor is ideal for customer-facing environments and businesses that demand a Win 7 Logo compliant multi-touch display. Take advantage of an extra-large screen featuring premium widescreen resolution, convenient connectivity options and a flexible design.

- Optical multi-touch technology and 3-touch sensors
- Built-In Passive Stylus for improved precision with drawing and handwriting applications
- Integrated speakers (1 watt/channel)
- VGA, DVI (with HDCP support) and DisplayPort inputs
- 2 USB ports for handy file access

Pivot, tilt and showcase in style

Adjust for comfort and flexibility with the HP Compaq L2206tm LED Backlit Touch Monitor. The slim and sleek profile delivers 35 degrees of tilt, 90 degrees of pivot and a height lift up to 4.2". Mount the display on the wall, on an optional swivel arm or mounting bracket with its standard VESA mounting¹ compatibility. Create a stunning and visually interactive space that works for you, and looks good too.

Dramatic screen performance

See more on the HP Compaq L2206tm LED Backlit Touch Monitor. Improve viewing in high-ambient lighting conditions with the Anti-glare panel treatment. Bring work to life and life to your message in crystal clear picture quality.

- 1920x1080 dpi
- 16:9 aspect ratio
- 1,000,000:1 dynamic contrast ratio²
- 5ms response time²
- 72% color gamut
- 170° horizontal/160° vertical viewing angles

Energy efficient, globally aware

Beyond exceptional screen performance and smart architecture, the HP Compaq L2206tm LED Backlit Touch Monitor is also designed to support your environmental initiatives.

- Arsenic-free display glass³
- Mercury-free LED backlighting
- BFR/PVC free materials⁴
- ENERGY STAR[®] qualified
- EPEAT[®] Gold registered⁵
- TCO 5.0 certified

We're with you all the way

Rely on HP's award-winning service and support with a standard, 3-year limited warranty. Get prompt service from a support technician with real-time chat and e-mail responses. Additional coverage is available through HP Care Pack⁶ Services for a wide range of optional, enhanced support beyond standard warranties.





HP Compaq L2206tm 21.5-inch LED Backlit Touch Monitor

Specifications

Part number	B0L55AA
Panel type	TN (Twisted Nematic) LED Backlit LCD
Viewable image area	54.61 cm. (21.5 in.) widescreen; diagonally measured
Viewing angle²	170° Horizontal, 160° Vertical
Brightness²	250 nits (cd/m ²)
Contrast ratio²	1000:1 (typical); 1,000,000:1 (dynamic)
Response rate²	5 ms (on/off)
Frequency¹	Horizontal: 24 to 94 kHz; Vertical: 50 to 76 Hz
Native resolution	1920 x 1080 @ 60 Hz
Resolutions supported	1920 x 1080 @ 60 Hz, 1680 x 1050 @ 60 Hz, 1600 x 900 @ 60 Hz, 1440 x 900 @ 60 Hz, 1280 x 1024 @ 50 Hz, 1280 x 720 @ 60 Hz, 1024 x 768 @ 60 Hz, 800 x 600 @ 60 Hz, 720 x 400 @ 70 Hz, 640 x 480 @ 60 Hz
Input signal	VGA, DVI-D, DisplayPort; HDCP support
User controls (on-screen display)	Brightness, contrast, positioning, color temperature (warm, standard, cool, custom), image control (clock, clock phase, scaling, sharpness, DCR), monitor management, volume, source control, information and factory reset
Built-in power supply	Input power: 100 to 240 VAC
Power consumption	39 Watts max power consumption (25 Watts typical power consumption)
Dimensions (w x d x h)	Unpacked w/stand: 51.80 x 22.8 x 34.5 to 44.5 cm (20.39 x 8.98 x 13.6 to 17.52 in.) Unpacked w/o stand (display dead only): 51.8 x 5.36 x 32.31 cm (20.39 x 2.11 x 12.7 in.) Packed: 58.8 x 18.2 x 50.8 cm (23.1 x 7.16 x 20 in.)
Weight	Unpacked: 7.0 kg (15.4 lb), Packed: 9.3 kg (20.5 lb)
Base features	Tilt range: -5° to +30° vertical, Height: 13 cm (5.1 in), Pivot: 90° to portrait, Detachable, ships attached
Operating Temperature	5° to 35° C (41° to 95° F)
Options (each sold separately)	HP USB Graphics Adapter – Optional; enables connection of up to six simultaneous displays. Use one Adapter to bridge between a notebook or desktop PC and second monitor or use multiple Adapters to connect several displays to each other. Part number NL571AA. HP LCD Monitor Quick Release – Optional; VESA-compliant, LCD monitor mounting solution that allows you to quickly and securely attach an LCD monitor to a variety of stands, brackets, arms or wall mounts. Part number EM870AA. HP Business PC Security Lock Kit – Optional; Attaches to the rear of the PC with a six-foot steel cable that can be used to secure a PC or peripherals such as mice, keyboards, monitors or USB security devices to protect them against unauthorized removal by physically connecting the system to an anchor point. Part number PV606AA. HP Single Monitor Arm – Optional; provides display adjustments with 13 in of lift, 50° of tilt, and 360° of pan and rotation. Part number BT861AA. HP Adjustable Dual Display Stand – Optional; space-saving dual screen solution. Weight adjustable for dual monitors from 17-24". Rotate displays into portrait/landscape positions. Part number AW664AA. HP Integrated Work Center Stand (USDT and Thin Clients) – Optional; mounting for a 17-24-in diagonal HP LCD monitor, an HP Compaq dc8000 series Ultra-slim Desktop PC or select HP Thin Clients on a single stand. Part number LHS26AA. HP Integrated Work Center for Small Form Factor – Optional; attachment to a 17-24-in diagonal HP LCD monitor, an HP Compaq dc7900, 8000, 8000f Elite or 6005 Pro Ultra-slim Desktop PC or HP Thin Client on a single stand. Part number QK549AA. HP DisplayPort Cable Kit – Optional; connects a DisplayPort connector on an HP Business Desktop computer to a DisplayPort connector on a monitor. Part number VNS67AA.
Certification and compliance	CAS and IEC 60950-1 Second Edition, TCO 5.2, CEL Grade 1, EPEAT® Gold 3, CB, CE, TUV-GS, ISO 13406-2, CSA, FCC, EPA, GOST, NOM, TUV-S, VCCI, KC/KCC, PSB, ISC, BSMI, C-TICK, CCC, CECP, SEPA, CEL, E-standby
Limited warranty	Protected by a HP standard limited warranty (3-3-3). Certain restrictions and exclusions apply. (HP Care Pack Services® extend service contracts beyond the standard warranties. Service levels and response times for HP Care Packs may vary depending on your geographic location. Service starts from date of hardware purchase. To choose the right level of service for your HP product, use the HP Care Pack Services Lookup Tool at www.hp.com/go/lookuptool . Additional HP Care Pack Services information by product is available at www.hp.com/hps/carepack .)

1. Mounting hardware sold separately. 2. All performance specifications represent the typical specifications provided by HP's component manufacturers; actual performance may vary either higher or lower. 3. Arsenic and its compounds were not detected using US EPA Test Methods 3052 & 3052/6010b by ICP or ICP-AES with a 10 ppm MDL. 4. Meeting the Industry definition of 'BFR/PVC-free' per the INEMI Position Statement on "Low Halogen" Electronics. Plastic parts incorporated into the chassis generally contain < 1000 ppm (0.1%) of bromine or chlorine. Printed circuit board and substrate laminates generally contain < 1500 ppm (0.15%) of total bromine and chlorine. Service parts after purchase may not be BFR/PVC-free. External accessories, including power supplies, power cords, and peripherals are not BFR/PVC-free. 5. EPEAT® Gold where HP registers commercial display products. See www.epeat.net for registration status in your country. 6. Service levels and response times for HP Care Pack Services may vary depending on your geographic location. Service starts from date of hardware purchase. Restrictions and limitations apply. HP Care Pack Services extend service contracts beyond the standard warranties. To choose the right level of service for your HP product, use the HP Care Pack Services Lookup Tool at www.hp.com/go/lookuptool. Additional HP Care Pack Services information by product is available at www.hp.com/hps/carepack.

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CITY OF MONTEREY PARK
NOTICE INVITING BIDS
TELEVISION STUDIO EQUIPMENT

BID NO. 804

AUGUST 23, 2012

The City of Monterey Park is currently soliciting bids for Television Studio Equipment. If your firm is interested, please submit a proposal according to attached specifications. Bids must be submitted no later than 1:30 p.m., October 3rd, 2012 to the following address:

City of Monterey Park
Attn: Tim Shay
Support Services Manager
320 W. Newmark Avenue
Monterey Park, CA 91754

A Mandatory Pre-Bid Walk-Through will be held on Wednesday, September 19th at 10:00 a.m. to view the locations and to answer any questions perspective bidders may have. The Pre-Bid Walk-Through will begin at the City Hall Council Chambers at 320 W. Newmark Ave., Monterey Park, CA. 91754 at 10:00 a.m. Bids will only be accepted from bidders that attended the mandatory pre-bid conference.

If you have any questions or comments regarding this bid prior to the bid opening date, please contact Randy Ishino at (626) 307-1365 or me at (626) 307-1340.

Sincerely,



Tim Shay
Support Services Supervisor

Attachments

TELEVISION STUDIO EQUIPMENT

BID NO. 804

TERMS & CONDITIONS

1. Each bidder shall meet all of the specifications. Non-substantial deviations may be considered provided that the bidder submits a full description and explanation of and justifications for the proposed deviations. Final determination of any proposed deviation will be made by the City of Monterey Park. The City of Monterey Park, California, reserves the right to purchase the equipment, which in our opinion represents the best value to the City for the duty to be performed.
2. Each bid must be submitted on the form provided in the bid package. Bid documents shall be enclosed in an envelope, which shall be sealed and addressed to the Support Services Manager, 320 West Newmark Avenue, Monterey Park, California 91754, (only one bid per envelope is permitted). Additionally, the completed bid sheets should be clearly labeled with the bid title, and name of bidder.
3. TIME OF DELIVERY is a part of the consideration and must be stated in definite terms and must be adhered to.
4. TERMS of less than 30 days for cash discount will be considered as net.
5. ALL QUOTATIONS must be signed with the firm's name by a responsible officer or employee. Obligations assumed by such signature must be filled.
6. The City of Monterey Park reserves the right to reject any or all quotations, waive any informality in bids, and to accept or reject any items thereon.
7. Cost of inspection on deliveries or offers for delivery, which do not meet the specifications, will be for the account of the vendor.
8. The vendor shall hold the City of Monterey Park, its officers, agents, servants, and employees, harmless from liability of any nature or kind on account of use of copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under the quotation.
9. Quotations are subject to acceptance at any time within 90 days after opening of same unless otherwise stipulated.
10. Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.

TELEVISION STUDIO EQUIPMENT
BID NO. 804

TERMS & CONDITIONS

11. If you do not quote, return the Bid Submission Form and state reason. Otherwise, your name will be removed from the mailing list.
12. Extension of Contract to Other Public Agencies
- a. The prices, terms and conditions of this bid shall be extended to other public agencies for the below stated period of time after bid award by the City of Monterey Park. All requirements of the specifications, purchase orders, invoices, and payments with other agencies shall be handled directly by the additional agency(ies) and the Contractor. The City of Monterey Park shall be notified immediately of any agency(ies) added to the contract.
- b. Yes 90 days No _____ Period of time
13. Recycling
- a. The City of Monterey Park encourages all vendors to use recycled materials whenever possible.
14. Delivery of the equipment shall be made to:

City of Monterey Park
Attn: Randy Isbino
320 W. Newmark Ave.
Monterey Park, Ca 91754

TELEVISION STUDIO EQUIPMENT
BID NO. 804
SPECIFICATIONS

The purpose of this bid is to select a vendor to provide a complete, "turn-key" video production system to produce and record video coverage of events in the city hall council chamber. The desired system would be comprised of remote pan/tilt/zoom (PTZ) cameras, video switcher, graphics generator, video monitors, and all necessary accessories, cabling, mounts, connectors, convertors, etc. for a complete installation and integration with the City's existing equipment. Also included in this bid is delivery, professional installation, training and ongoing support of said system.

Background information: The City's current video production system operates in a standard definition (SD) format that outputs to a SD master control router. The SD router outputs signals to various SD cable TV channels, video streaming products and in-house DVD recorders. The City desires to upgrade the cameras, switcher and graphics generator systems to a multi-SD/high definition (HD) format. Although the final outputs through the master control router will remain SD, it is desired that the cameras and switcher will operate in HD. The primary function of the video production system is for the coverage of public meetings. However, on occasion, the City also produces entertainment-type events such as music concerts and plays. It is desired that the design of the new video production equipment will allow for the operation of the equipment by as few as a single operator and as many as four or more operators.

Desired camera setup: It is desired to have four permanently mounted PTZ cameras strategically installed in the Council Chamber for optimum coverage. Additionally, the City wishes to have permanent hookups (video, reference, power, etc.) installed for a tripod mounted SD camera (an existing camera supplied by the City) in the back of the chamber.

Video clip payout, DVD playback and video projector: It is desired to have the ability to payout broadcast quality, full length video/audio clips simultaneously through the production switcher system and to a video projector (existing, supplied by City) in the Council Chamber. Vendor is responsible for providing the complete hardware/software ability and wiring of equipment to achieve this goal. It is also desired to be able to playback DVDs through the production system and simultaneously on the video projector.

Warranty, support and extended service agreement: The City desires to have an initial warranty of one year for all components with on-site service at the discretion of the City. Ongoing telephone and/or email support for the life of the products is also desired. After the initial warranty the City desires to obtain a service agreement.

TELEVISION STUDIO EQUIPMENT
BID NO. 804

SPECIFICATIONS

Below are the quantities, descriptions, and part numbers that meet the City's specifications. Any vendor seeking to submit a bid with substitutes or deviations from the below listed items must indicate all such deviations. Please provide separate pricing depending on which product your firm sells. If submitting an alternate part, indicate exact make and model number for each replacement. Failure to indicate substitutions or deviations may result in the rejection of bid.

TELEVISION STUDIO EQUIPMENT
BID NO. 804

BID SUBMISSION SHEETS

The undersigned declares that he/she has carefully examined the Invitation to Bid, Bid Terms and Conditions, and Specifications, is thoroughly familiar with the contents, and proposes to deliver f.o.b. Monterey Park fully equipped and set up as described the items quoted below:

Qty	Manufacturer	Item	Description	Unit Cost	Extended
1	Broadcast Pix	MC-500	Mica Switcher 8 HO/SD SOI inputs"	19,607.00	19,607.00
4	Panasonic	AW-HE50SN	HO Pan and Tilt Camera w/ SOI	5,032.00	20,128.00
2	Panasonic	AW-RP50N	Camera Remote Control Unit	2,073.00	4,146.00
1	Panasonic	Wall 1	Camera Wall mount	160.00	160.00
2	Black Magic Design	Smart View Duo	"Dual 8"" Rack Mount Monitor"	631.00	1,262.00
2	AJA	R20AD	Analog to SD/ SOI converter/10 Bit	617.00	1,234.00
1	AJA	RH10MD	HD/SOI to Analog Converter	1,150.00	1,150.00
1	AJA	FR1	Rack Frame for 4 Cards	673.00	673.00
1	AJA	Hi5	HO/SD-SDI to HDMI Converter w/Audio	417.00	417.00
1	AJA	DWP	Power Supply	34.00	34.00
1	Extron	60-886-02	DVIDA2 1x2 OVI-D DA	267.00	267.00
1	NEC	V422	"42"" LCD Display"	918.00	918.00
1	NEC	ST-4020	Display Stand	51.00	51.00
1	HP	L2105TM	"21.5"" Touch Screen Monitor"	365.00	365.00
1	ESE	219AwI Option P	1x4 Black Burst Generator	166.00	166.00
1	ESE	Option P	Rack Kit for 219A	46.00	46.00
1	Extron	60-439-01	MOA 3V 1x3 CV DA	115.00	115.00
1	Kramer	VA-256xl	Audio Delay	406.00	406.00
1	Kramer	RK-3T	Rack Kit for VA-256xl	31.00	31.00
1	APC	BR-1000G	UPS Power Supply	546.00	546.00
1	NEC	EX231WP-BK	"23"" LCD Display Monitor"	288.00	288.00
1	LG	BO-640	Blu Ray Player	152.00	152.00
1	JVC	DT-E17L4G	"17"" Studio Monitor w/ SOI LEO Backlight"	2,232.00	2,232.00
1	Denon	AVR-1612P	5.1 Surround Sound Receiver	407.00	407.00
1	Energy	5.1 Take Classic	5.1 Speaker Set	444.00	444.00
1	Broadcast Pix	31	3 Axis Joy Stick Upgrade for 500 Panel	Incl	Incl
1	Broadcast Pix	172	Fluent Rapid CG	2,594.00	2,594.00
	System Installation			29,480.00	29,480.00
	System Installation Materials			1,866.00	1,866.00
	Initial training for the operation of each module			1,248.00	1,248.00

VENDOR NAME

AVI Systems

DATE
10/12/
2012

**TELEVISION STUDIO EQUIPMENT
BID NO. 804**

BID SUBMISSION SHEETS

Minimum one year warranty and one year on-site repair service. At City's discretion per occurrence, City will accept overnight shipping (at vendor's cost) of replacement parts and self installation by City staff in lieu of on-site service.		Indicate terms of warranty; name, title, physical address, email address and direct phone number of person or group providing service	\$3,840.00	\$3,840.00
Ongoing technical support and troubleshooting for the life of the installed products by telephone and/or email.		Indicate name, title, physical address, email address and direct phone number of person or group providing service	Included	Included
Service agreement (at additional cost to the City) for the repair and maintenance of system beyond the initial one year period.	1yr	Indicate terms of contract	6,330.00	6,330.00
All user guides/manuals/installation disks, etc. for each product		include with product delivery	included	included
		Subtotal		100,603.00
		Tax		5,224.18
		Shipping		650.00
		Total Bid Price		106,477.18

Exceptions to specifications, if any:

No

Terms: Delivery Date 90 days ARO Payment Net 30

WARRANTY: Please state the terms of the warranty for the proposed items and include any additional information pertaining to any additional warranties available.

90 dys workmanship ; 1 year parts & labor
see attached for additional service agreement

VENDOR NAME AVI Systems DATE 10-2-2012



TELEVISION STUDIO EQUIPMENT
BID NO. 804

RETURN BID TO:

City of Monterey Park
Attn: Tim Shay
Support Services Manager
320 West Newmark Avenue
Monterey Park, CA 91754

Be sure to write on the lower
left side of envelope:

Bid No. 804
Closing Date 10/03/12

Authorized

Official (Print) Brian W. Yandell Signature Brian W. Yandell

Title Regional Vice President Telephone 858-695-7800 Date 10-2-2012

Firm Name AVI Systems

Address 7270 Trade Street Suite 102

City/State San Diego, CA Zip 92121

Fax 858-695-7844 E-mail address brian.yandell@avisystems.com

BID MUST BE RECEIVED BY OCTOBER 3rd, 2012 1:30 P.M.



VENDOR NAME AVI Systems

DATE 10-2-2012

STAFF REPORT

City of Monterey Park

DATE: October 17, 2012

TO: PAUL TALBOT, CITY MANAGER

FROM: ELIAS SAYKALI, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

SUBJECT: SIDEWALK RECONSTRUCTION ON COLLEGIAN AVENUE -
AWARD OF CONTRACT

On May 2, 2012, the City Council authorized staff to advertise the Sidewalk Reconstruction on Collegian Avenue for bids. Staff has completed the bidding process and is recommending the award of contract to E.C. Construction in the amount of \$154,045.50.

DISCUSSION:

The project involves the removal and reconstruction of the sidewalk and curb & gutter on the east side of Collegian Avenue between Cesar Chavez Avenue and Floral Drive. This segment of Collegian Avenue is heavily traveled by students of East Los Angeles College (ELAC) and patrons of the Prado Shopping Center. The sidewalk and curb & gutter are severely uplifted and displaced due to large Ficus trees planted in the right-of-way. The project will include the removal of 15 mature Ficus trees; constructing of new sidewalk and curb & gutter, driveway approaches, ADA curb ramps, tree wells; adjusting utility boxes to grade; and planting of 13 new 24-inch box size Sweet Shade trees. The project will also include a rubberized asphalt pavement overlay of the eastern side of the roadway, thereby joining the off-site street improvements recently completed by ELAC.

The Engineering Dept publicly solicited bids by qualified contractors and on September 18, 2012, staff received a total of eleven bids. A summary of the bids is as follows:

RANK	BIDDER	BID AMOUNT
1	EC CONSTRUCTION	\$154,045.50
2	KALBAN INC.	\$165,300.00
3	MALOOF BUILDERS	\$167,495.00
4	NOBEST INC.	\$175,000.00
5	HARDY & HARPER, INC.	\$179,850.00
6	ARC CONSTRUCTION	\$191,295.00
7	GOLDEN STATE CONSTRUCTORS	\$204,478.00

RANK	BIDDER	BID AMOUNT
8	SILVIA CONSTRUCTION	\$207,218.50
9	TORRES CONSTRUCTION	\$214,975.00
10	JDC INC.	\$214,995.00
11	ADDSCAPE	\$215,130.00

The bid submitted by E.C. Construction is the lowest responsive bid from a responsible bidder. The contractor's license was verified with the California State Contractor's License Board to be current, active and in good standing. Staff also checked the contractor's references and found that it is a reputable contractor. E.C. Construction has performed sidewalk work for numerous Los Angeles area cities including Pasadena, Whittier, and Gardena, and is currently completing the City's Transit Center project.

CEQA (California Environmental Quality Act):

This project is Class 1 Exempt pursuant to the California Environmental Quality Act, since it involves the repairs of an existing facility.

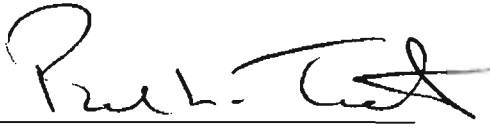
FISCAL IMPACT:

The project will be funded with SB-821 and Measure R funds. The bid amount of \$154,045.50 plus a 10% contingency for unforeseen construction changes results in an estimated total project cost of \$170,000.

RECOMMENDATION:

It is recommended that the City Council award the contract for the Sidewalk Reconstruction on Collegian Avenue to the lowest bidder, E.C. Construction of South El Monte, in the amount of \$154,045.50; authorize the City Manager to execute a standard public works contract, in a form approved by the City Attorney; and take such additional, related, action that may be desirable.

By: 
 Elias Saykali
 Director of Public Works/City Engineer

Approved: 
 Paul Talbot
 City Manager

ATTACHMENTS: Low Bidder Results

City of Monterey Park
California

PROPOSAL
FOR
COLLEGIAN AVENUE SIDEWALK RECONSTRUCTION

SPECIFICATION NO. 810

BID OPENING DATE: August 23, 2012

The undersigned, as bidder, declares that he or she has carefully examined the location of the proposed work, the proposed form of agreement, and the plans and specifications herein referred to. He or she proposes and agrees that, if this proposal is accepted, he or she will contract with the City of Monterey Park to provide all equipment, materials and labor to the satisfaction, and under the supervision of, the City Engineer at the following prices.

It is understood that the time within which the above-mentioned work must be completed by the undersigned is fixed at **40 working days** starting from the day after the issuance of the Notice to Proceed.

Base Bid

<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>
1.	6,600	S.F.	Remove and Reconstruct 4"-THICK PCC SIDEWALK TO MATCH EXISTING, including removal from site of existing soil, tree roots and/or debris as needed, and block out of new tree wells, complete and in place, the sum of:
	<u>Four & 05/100</u> Words, per Square Foot		<u>4.05</u> Figures
Total (Figures)			\$ <u>26,730.00</u>

<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>
2.	830	L.F.	Remove and Reconstruct CURB & GUTTER per SPPWC Std. 120-1, Type A2-8, W=2', including removal from site of existing soil, tree roots and/or debris as needed, complete and in place, the sum of:

Thirty-five & ^{no}/₁₀₀ 35.00
 Words, per Linear Foot Figures

\$ 29,050.00

Total (Figures)

<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>
3.	220	Ton	Construct 2"-THICK ASPHALT RUBBERIZED HOT MIX (ARHM) OVERLAY complete and in place, the sum of:

One hundred thirty-six & ⁶⁰/₁₀₀ 136.60
 Words, per Ton Figures

\$ 30,052.00

Total (Figures)

<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>
4.	18,000	S.F.	COLD MILL EXISTING AC PAVEMENT, 2" DEEP, complete and in place, the sum of:

Thirty-five cents .35
 Words, per Square Foot Figures

\$ 6,300.00

Total (Figures)

<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>
5.	1,170	S.F.	Remove and reconstruct ASPHALT CONCRETE PAVEMENT IN ROADWAY, 6" DEEP, complete and in place, the sum of:
	<u>Eight + 05/100</u>		<u>8.05</u>
	Words, per Square Feet		Figures
			\$
	Total (Figures)		<u>9,418.50</u>

<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>
6.	470	S.F.	Remove and Reconstruct ASPHALT CONCRETE PAVEMENT BEHIND NEW DRIVE APPROACHES, 4" DEEP, and protect existing bollards in place, complete and in place, the sum of:
	<u>Twelve + 00/100</u>		<u>12.00</u>
	Words, per Square Foot		Figures
			\$
	Total (Figures)		<u>5,640.00</u>

<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>
7.	1,150	S.F.	Remove and Reconstruct PCC DRIVE APPROACHES TO MATCH EXISTING, complete and in place, the sum of:
	<u>Eight + 00/100</u>		<u>8.00</u>
	Words, per Square Foot		Figures
			\$
	Total (Figures)		<u>9,200.00</u>

<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>
8.	2	EA	Remove and Reconstruct ADA CURB RAMPS TO MATCH EXISTING, install detectable warning panels, complete and in place, the sum of:
	<u>Three thousand + 00/100</u>		<u>3,000.00</u>
	Words, per Each		Figures
			\$
	Total (Figures)		<u>6,000.00</u>

<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>
9.	15	EA	Remove EXISTING 24"-30" DIAMETER TREES, grind down interfering portion of root balls, complete and in place, the sum of:
	<i>Nine hundred</i> Words, per Each	<i>skw</i>	<i>no/100</i> <i>900.00</i> Figures
			\$ <i>skw</i> <i>13,500.00</i> Total (Figures)

<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>
10.	13	EA	Furnish and Plant 24" BOX TREES, complete and in place, the sum of:
	<i>Four hundred seventy</i> Words, per Each	<i>skw</i>	<i>no/100</i> <i>470.00</i> Figures
			\$ <i>skw</i> <i>6,110.00</i> Total (Figures)

<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>
11.	36	EA	Adjust utility boxes and valve covers to grade, replace existing water meter boxes and coordinate with California Water Services as necessary, complete and in place, the sum of:
	<i>Forty</i> Words, per Each	<i>no/100</i>	<i>40.00</i> Figures
			\$ <i>1,440.00</i> Total (Figures)

<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>
12.	460	SF	Remove and Reconstruct 6'-WIDE CROSS-GUTTER AND SPANDREL, complete and in place, the sum of:
	<i>Eleven & 10/100</i>		<i>11.00</i>
	Words, per Square Foot		Figures
Total (Figures)			\$ <i>5,060.00</i>

<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>
13.	2	EA	Furnish and install TRAFFIC LOOP DETECTION, complete and in place, the sum of:
	<i>Five hundred sixty & 10/100</i>		<i>560.00</i>
	Words, per Each		Figures
Total (Figures)			\$ <i>1,120.00</i>

<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>
14.	1	Lump Sum	Restore TRAFFIC STRIPING & PAVEMENT MARKERS complete and in place, the sum of:
	<i>Three thousand one hundred forty-five & 10/100</i>		<i>3,145.00</i>
	Words, per Lump Sum		Figures
Total (Figures)			\$ <i>3,145.00</i>

<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>
15.	1	Lump Sum	Perform Landscape Maintenance Period Services for 90 Calendar Days, complete and in place, the sum of:
	<i>One thousand two hundred eighty & 10/100</i>		<i>1,280.00</i>
	Words, per Lump Sum		Figures
Total (Figures)			\$ <i>1,280.00</i>

TOTAL BASE BID PRICE (Items #1 through #15)

<i>One hundred fifty-four thousand forty-five & 50/100</i>	<i>154,045.50</i>
WORDS	FIGURES

IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

Accompanying this bid is \$_____ ("cash," "cashier's check," or "bidder's bond"-- underline one), in an amount equal to at least ten percent (10%) of the total bid.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DBE participation or has demonstrated, to the satisfaction of the City, adequate good faith efforts to do so. Meeting the goal for DBE participation or demonstrating to the satisfaction of the City, adequate good faith efforts to do so is a condition for being eligible for award of contract.

If awarded the contract, the undersigned agrees that should he or she fail to execute the required contract, and file the necessary bonds and insurance certificates within ten (10) days (excluding Saturdays, Sundays and legal holidays) after the City Engineer has mailed notice of the award of contract to him or her, the proceeds of the security accompanying this bid shall become the property of the City of Monterey Park. This bid and the acceptance hereof may then, at the City's option, be considered null and void.

If an individual, so state; if a partnership, state the firm name and give the names of all individual partners, limited and general; if a corporation, state the names of the president, secretary, treasurer and manager, if any.

NAME OF CONTRACTING FIRM EC Construction Co

ADDRESS 2213 Chico Ave
S El Monte, CA 91733

TELEPHONE (626) 444-9596 FAX (626) 444-3077

STATE LICENSE NO. 366814 EXPIRATION DATE 11/30/12

FEDERAL TAX IDENTIFICATION NUMBER 95-3245210

SIGNATURE OF BIDDER(S) John K. Walters

DATE 9/18/12

REFERENCES:

1. 432,700 Street Improvements 8/12
Contract Amount Type of Work Date Completed
C/O South Pasadena 1414 Mission St 91032
Name and Address of Owner
Gabe Nevarez (626) 403-7248
Name and Telephone Number of Person Familiar with Project
2. 161,627 Street Improvements 6/12
Contract Amount Type of Work Date Completed
C/O S El Monte 1415 Santa Anita Ave 91733
Name and Address of Owner
Bruno Callu (626) 579-6540
Name and Telephone Number of Person Familiar with Project
3. 300,000 Street Rehab 6/11
Contract Amount Type of Work Date Completed
C/O Duarte 1600 Huntington Dr 91010
Name and Address of Owner
Steve Esbenshade (626) 357-7931
Name and Telephone Number of Person Familiar with Project
4. 362,000 Street Rehab 12/11
Contract Amount Type of Work Date Completed
C/O San Marino 2200 Huntington Dr 91108
Name and Address of Owner
Chuck Richey (626) 300-0793
Name and Telephone Number of Person Familiar with Project
5. 517,000 Street Improvements 7/10
Contract Amount Type of Work Date Completed
C/O Bell 6330 Pine Ave
Name and Address of Owner
Carlos Alvarado (626) 960-1889
Name and Telephone Number of Person Familiar with Project

Staff Report City of Monterey Park

Consent Calendar
Agenda Item 15

October 17, 2012

To: Paul Talbot, City Manager
From: Elias Saykali, Director of Public Works
Re: PD-Patrol sedans

Background/Discussion

The 2012-2013 budget included \$280,000 for the purchase of 7 Ford Crown Victoria patrol sedans for the Police Department. The City's current patrol vehicles are rapidly approaching 100,000 miles. The city has not purchased any patrol vehicles for the last two years and there are no spare vehicles left to replace retired or out of order vehicles.

These 2011 Crown Victoria's are 4.6 Liter flex fuel vehicles and have the latest emission control components installed for low emission output. These vehicles have been certified by the Bureau of Automotive Repair to meet the State of California emission requirements

The police department utilizes these patrol sedans on a daily basis while conducting normal operations/investigations. New patrol vehicles will be outfitted with rear partitions, lightbars, computers, cameras, Lojack and License plate recognition systems.

Currently Ford no longer produces the Crown Victoria sedan. However, Wondries Fleet Group has an ample supply of these vehicles to fill the City's needs.

These sedans are available thru a co-op purchase program thru Los Angeles County(contract #DPO-SH-11323318-1) for all government and municipality agencies.

Under joint purchase, participating agencies can acquire vehicles at the lowest prices possible through volume discount without repeating the bid process. Joint Purchase is a permitted purchasing method per Monterey Park Municipal Code § 3.20.050(3).

Los Angeles County recently went through the formal bid process for Ford Crown Victoria's and the low bid was from Wondries Fleet Group. Through the joint purchase process the City is able to obtain 7 patrol sedans from Wondries Fleet Group at the total price of \$184,503.41. This price includes sales tax, and an upgraded 60 month/100,000 mile powertrain warranty (upgraded from the standard 3-year/36,000 mile warranty). Should the City go through the bidding process independently to purchase these sedans, the cost would likely be approximately \$6,000-8,000 more per vehicle.

Fiscal Impact

The 2012-2013 budget included \$280,000 for the purchase of 7 Ford Crown Victoria's. The total cost for the replacement vehicles from Wondries Fleet Group is \$184,503.41 and is within budget.

Recommendation

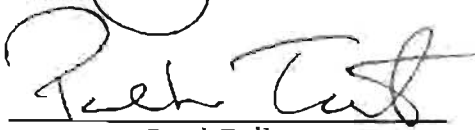
It is recommended that the City Council authorize the City Manager to purchase of 7 Ford Crown Victoria's for \$184,503.41 per Monterey Park Municipal Code § 3.20.050(3).

By:



Elias Saykali
Director of Public Works

Approved:



Paul Talbot
City Manager

Staff Report City of Monterey Park

DATE: October 17, 2012

TO: Paul Talbot, City Manager

FROM: Thomas J. Cody, Director of Human Resources & Risk Management

SUBJECT: REQUEST TO ADOPT A RESOLUTION OF THE CITY COUNCIL AMENDING THE CITY'S POSITION CLASSIFICATION PLAN TO INCLUDE ONE REVENUE COLLECTION SPECIALIST POSITION, ONE DEPUTY FIRE MARSHAL POSITION AND ONE RECREATION SUPERVISOR/SENIOR CENTER POSITION, ESTABLISH SALARY RANGES FOR THE CLASSIFICATIONS, AND MAKE APPROPRIATE UNIT DETERMINATION.

During the 2011-12 budget discussions, the City Council approved converting the part-time Revenue Collection Specialist into a full-time position in the Management Services Department.

During the 2012-2013 budget discussions, the City Council approved eliminating a Recreation Superintendent position and creating a Recreation Supervisor position and also eliminating a Fire Battalion Chief position and creating a Deputy Fire Marshal position.

DISCUSSION:

Revenue Collection Specialist

The Revenue Collection Specialist position is a revenue generating position and audits businesses for compliance and collects revenues from delinquent business licenses and water bills.

This position is currently a part-time benefitted position and will be converted to a full-time position. During the 2011-2012 fiscal year budget deliberation the City Council authorized this part-time classification to be converted into a full-time position. Due to the changes in staffing levels and personnel in the Human Resources Department the actions necessary to convert this position were not initiated until recently. There is no increase in cost to the City as the position is a benefitted part-time hourly position that has been working full time hours for a few years. The hourly wage has been converted to a monthly salary at Range 46 (\$2954-\$3779) of the general employees unit, represented by the Service Employees' International Union, Local 721.

The Personnel Board, at its July 11, 2012 meeting, approved the specifications for the Classification.

This position will be maintained in the general employees unit, represented by the Service Employees' International Union (SEIU), Local 721. The unit has been informed of this recommendation. A copy of the class specification for Revenue Collection Specialist is attached.

Recreation Supervisor/Senior Center

The Recreation Supervisor/Senior Center position oversees Langley Senior Services Center activities and Dial-a-Ride services under the direction of the Director of Recreation and Community Services.

An analysis of the activity and responsibility of this current Recreation Superintendent position at the Senior Center in comparison to the Recreation Departments other Recreation Superintendent showed a significant disparity of workload and responsibility. Furthermore, a survey of eight neighboring agency Senior Centers showed that the predominate supervisory level of oversight and management for comparable senior facilities was the Recreation Supervisor level. Therefore, this reclassification was proposed by the Director of Recreation & Community Services and supported by Human Resources and the City Manager.

The Personnel Board approved this classification at their July 11, 2012 meeting. This position will be maintained in the mid-management employees unit, represented by the Mid-Management Association. The unit has been informed of this recommendation. A copy of the class specification has been attached.

Deputy Fire Marshal

The Fire Marshal's duties are currently provided by a Battalion Chief. As part of the Fire Department's reorganization effort to achieve efficiency and contribute to the cost saving efforts of all City Departments, the Fire Chief recommended the Battalion Chief/Fire Marshal position be reclassified to a non-sworn Deputy Fire Marshal position. The Deputy Fire Marshal assumes responsibility for a wide variety of fire prevention activities including supervising subordinate staff under the direction of the Fire Chief or the designated Fire Battalion Chief. This recommendation is supported by the Fire Chief and the City Manager.

This position will be maintained in the mid-management employees unit, represented by the Mid-Management Association. The Mid-Management Association and the Professional Chief Officers' Association has been informed of this recommendation. A copy of the class specification has been attached.

FISCAL IMPACT:

The Revenue Collection Specialist position will not result in an increase to the City budget because the Revenue Collection Specialist is a part-time benefitted position who has been working 40 hours per week for years and the hourly wage was converted to a monthly salary.

The Deputy Fire Marshal and the Recreation Supervisor positions will provide cost savings because the Deputy Fire Marshal position replaces one Fire Battalion Chief position and the Recreation Supervisor position replaces a Recreation Superintendent position. Both of these positions are at lower salary. These positions will be maintained by the mid-management employees unit, represented by the Mid-Management Association. The unit has been informed of this recommendation.

RECOMMENDATION:

It is recommended that the City Council Adopt a Resolution to:

1. Amend the City's Classification Plan to include the classification of Revenue Collection Specialist, establish the salary range for Revenue Collection Specialist at General Employees Unit Range 46 (\$2954- \$3779); amend the City's Classification Plan to include the classification of Recreation Supervisor, establish the salary range for

Recreation Supervisor at Mid-Management Unit Range 6 (\$5692-\$7282); and amend the City's Classification Plan to include the classification of Deputy Fire Marshal at Mid-Management Unit Range 13 (\$5794-\$7412).

2. Authorize the City Manager to execute an amendment to the Memorandum of Understanding, in a form approved by the City Attorney, between the City and the General Employees Unit, represented by the Service Employees International Union (SEIU) Local 347 to include the salary range established for Revenue Collection Specialist.
3. Authorize the City Manager to execute an amendment to the Memorandum of Understanding, in a form approved by the City Attorney, between the City and the Mid-Management Unit represented by the Mid-Management Association to include the salary range established for Deputy Fire Marshal and Recreation Supervisor.

By: Thomas J. Cody for
Thomas J. Cody, Director
Human Resources & Risk Management

Approved: Paul Talbot
Paul Talbot
City Manager

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE POSITION
CLASSIFICATION PLAN TO INCLUDE THE
CLASSIFICATION OF REVENUE COLLECTION
SPECIALIST, RECREATION SUPERVISOR AND
DEPUTY FIRE MARSHAL, ELIMINATE ONE
POSITION IN THE CLASSIFICATION OF
RECREATION SUPERINTENDENT AND
BATTALION CHIEF AND ESTABLISHING THE
SALARY RANGE FOR THE POSITIONS AND
MAKING THE APPROPRIATE UNIT
DETERMINATION**

The City Council resolves as follows:

SECTION 1. The Position Classification Plan for the City of Monterey Park is amended to include the classification of Revenue Collection Specialist in the Management Services Department/Support Services Division, to include the classification of Recreation Supervisor and eliminate one position of the Classification of Recreation Superintendent in the Recreation & Community Services Department, and to include the classification of Deputy Fire Marshal and eliminate one position of the Classification of Fire Battalion Chief in the Fire Department. The job descriptions and classifications for these positions are set forth in attached Exhibit "A," which is incorporated by reference.

SECTION 2. The base monthly salary for the classification of Revenue Collection Specialist shall be established as Range 46 (\$2954 - \$3779) of the General Employees' Bargaining Unit. The base monthly salary for the classification of Recreation Supervisor shall be established as Range 1 (\$5692 - \$7282) of the Mid-Management Bargaining Unit. The base monthly salary for the classification of Deputy Fire Marshal shall be established as Range 13 (\$5794 - \$7412) of the Mid-Management Bargaining Unit.

SECTION 3. The Classification of Revenue Collection Specialist will be included in the General Employees' Bargaining Unit represented by the Service Employees' International Union, Local 721. The Classification of Recreation Supervisor and Deputy Fire Marshal will be included in the Mid-Management Unit represented by the Mid-Management Association.

SECTION 4. This resolution will become effective immediately upon adoption. The City Clerk will certify to the adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED and ADOPTED this 17th day of October, 2012.

Mitchell Ing, Mayor of the City of
Monterey Park

ATTEST:

David M. Barron CMC, City Clerk
City of Monterey Park
California

Resolution No. _____
Page 2

State of California)
County of Los Angeles)§
City of Monterey Park)

I, David M. Barron, City Clerk of the City of Monterey Park, California do hereby
certify that the foregoing Resolution No. _____ was duly and regularly adopted
by the City Council of the City of Monterey Park at a regular meeting held on the 17th
day of October 2012.

AYES:
NOES:
ABSENT:
ABSTAIN:

Dated the 17 day of October 2012.

David M. Barron CMC, City Clerk of the
City of Monterey Park, California

RECREATION SUPERVISOR/SENIOR CENTER

DEFINITION

Under direction from the Director of Recreation and Community Services, this position plans, organizes, and coordinates the public recreation programs at Langley Senior Citizens Center for the City of Monterey Park and performs related duties as required.

REPRESENTATIVE DUTIES

Duties include, but are not limited to the following:

Plans, develops, organizes and directs the coordination of recreational services at Langley Senior Citizens Center including cultural and recreation activities designed for participants age 55 and older. Examples are: specialized trips and tours, specialized classes, health screenings, billiards, table tennis, In Home Care Management and special events.

Supervises the City's Dial-A-Ride program for the mobility of the City's senior citizens and disabled residents to accommodate their medical, shopping, social recreational and welfare needs.

Establishes, implements and manages a variety of senior programs to include social, recreational, educational, and fitness activities. Participates in the development and implementation of goals, objectives, policies and priorities for assigned programs; recommends within department policy, appropriate service and staffing levels, recommends and administers policies and procedures.

Supervises the reservations and after hours usage of the Langley Senior Citizens Center by community groups and private rentals.

Oversees the maintenance of Langley Senior Citizens Center, assures proper inspection standards, reports deficiencies, reports needed repairs to facility and equipment, maintains inventory of supplies.

Works with senior citizen clubs and organizations to further cultural goodwill among the growing ethnic community.

Works with county, non profit agencies and regional senior agencies to provide meals program, In Home Case Management and other services vital to senior citizens.

Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors work load, administrative and support systems and internal reporting relationships; identifies opportunities for improvement and reviews them with the Director; implements improvements.

Selects, trains, motivates and evaluates assigned personnel and volunteers; provides or coordinates staff training; works with employees and volunteers to correct deficiencies; administers and implements disciplinary actions. Effectively recruits and maintains a substantial volunteer

workforce to assist with the current senior recreation programs held at Langley Senior Citizens Center.

Plans, directs, coordinates and reviews work plans; meets with staff to identify and resolve problems; assigns work activities, projects and programs; monitors work flow; reviews and evaluates work products, methods and procedures.

Manages and participates in the development and administration of two division's annual budgets; forecasts funds needed for staffing, equipment, materials and supplies; monitors and approves expenditures; recommends adjustments as necessary.

Prepares or directs the preparation of news releases and public brochures concerning recreation and cultural activities; maintains adequate inventories of program supplies and equipment;

Attends meetings and assists in providing staff support to the Commission on Aging, including the preparation and presentation of staff reports; meets with various professional and community groups to promote cultural and recreational activities;

QUALIFICATIONS GUIDELINES

Education and Experience

Any combination of education and experience that could likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be: a Bachelor's Degree in Recreation, Gerontology, Public Administration or related field and two years increasingly responsible professional experience in administering recreational programs in a supervisory capacity in a senior citizen facility or program.

Knowledge, Skills and Abilities

Considerable knowledge of: the theories, principles, practices and programs of public recreation planning and programming for senior aged and disabled participants; community center operations and management; supervisory principles, practices and methods; basic administrative, budgetary and personnel management principles as practiced in public agencies; methods for identifying community recreation needs; and public relations techniques.

Ability to analyze situations and adopt an effective course of action; establish and maintain cooperative working relationships with community groups, organizations, school districts, boards and commissions and other employees; communicate effectively both orally and in writing; prepare and present concise written and oral reports; plan, promote and implement recreation programs; analyze situations and effectively resolve them through the application of City and departmental policies; deal constructively with conflict and develop effective resolutions; supervise, motivate, train and develop assigned staff.

REVENUE COLLECTION SPECIALIST

DEFINITION

Under general supervision, performs a variety of municipal collection and enforcement activities including business license and permit compliance, permit processing, transient occupancy tax, admissions tax, utility user's tax, and other related municipal revenue collections; performs related duties as required.

REPRESENTATIVE DUTIES

Verifies that businesses and contractors have appropriate business licenses and permits; establishes and maintains an ongoing audit program for the verification of the number of employees per business; audits water and property records to collect unidentified revenue for rental units; audits transient occupancy tax; works with business persons to obtain compliance; issues citations and pursues legal action for delinquent City accounts; may be required to appear in small claims court; attend meetings regarding violations.

BILINGUAL ASSIGNMENT

May utilize second language skills, as well as English to assist public whose first language is not English.

ORGANIZATIONAL RESPONSIBILITIES

This class reports to the Support Services Manager. No supervision is exercised.

QUALIFICATION GUIDELINES

Knowledge of:

Applicable laws, rules and regulations pertaining to municipal licensing and collection; auditing techniques and small claims court procedures; must be proficient in municipal business license rules and regulations, must have experience with business licensing systems and inputting licensing data, must have cashiering experience, must possess at least 3 years of front-line customer service experience and must be proficient with various computer systems.

Skills/Abilities:

Work cooperatively with businesses to solve revenue code violation problems while providing due process of law; establish and maintain effective public relations; possess effective oral and written communication skills; interpret and make decisions in accordance with laws, rules and policies; handle confidential matters.

Licenses and Certificates:

A valid Class 'C' California Motor Vehicle Operator's License and a satisfactory driving record are required at the time of appointment and as a condition of continuing employment. Employees in this classification must obtain POST certification in P.C. 832 within six months of appointment.

APPROVED BY PERSONNEL BOARD JULY 11, 2012

CITY OF MONTEREY PARK

CLASS SPECIFICATION

DEPUTY FIRE MARSHAL

DEFINITION

Under the supervision of the Fire Chief, or the designated Battalion Chief, inspects for fire and life safety hazards; enforce all applicable codes, regulations and ordinances for the prevention of fire and the protection of life and property against fire and panic.

REPRESENTATIVE DUTIES

Assumes responsibility for a wide variety of fire prevention activities of the department; supervises Fire Prevention Inspectors and staff assigned to the division; inspects commercial and industrial buildings, schools, and other related structures and facilities; reviews building plans for conformance with fire protection laws and regulations and for possible fire hazards; investigates complaints from private citizens and other city departments relating to fire and safety hazards; provides technical advice regarding the installation and maintenance of fire prevention equipment; instructs fire department personnel on inspection procedures and problems; speaks before school groups and other organizations on fire prevention matters; confers with the Battalion Chief supervising the division regarding overall departmental fire prevention and inspection programs; administers restaurant interceptor program; maintains required records and prepares reports; issues correction notices and citations; prepares public education programs on safety.

QUALIFICATION GUIDELINES

Knowledge of:

Principles, practices and procedures in fire prevention; rules and regulations of the fire department; the incident command system; operation and capabilities of different types of fire department apparatus and the ability to apply this knowledge to the fire prevention situations; geography and major target hazards in the city; local, state and national codes and laws that are related to fire prevention; building materials and construction and the principals of heat travel and combustion.

Skills/Abilities:

Under general supervision, make independent decisions in emergent and non-emergent situations based on applicable codes and established procedures; investigate complaints, make recommendations or corrections, write letters or citations and monitors cases until they are closed; work with other city and state agencies in making inspections and assisting them with investigations as necessary; establish and maintain cooperative relationships with citizens, business owners, schools and all other organizations; prepare clear and concise reports that will be used for prosecution in criminal cases; review and interpret building plans, specifications and blueprints; continue to pursue education necessary to remain current with all aspects of the position.

Education and Experience:

Five years of experience as a full time, Fire Safety Inspector or the equivalent with a municipal fire agency. Graduation from high school or GED, supplemented by related college level course work in fire prevention and building inspection.

Licenses and Certificates:

Possession of a valid California driver's license and completion of POST certification in P.C. 832 within six months of appointment.

APPROVED BY PERSONNEL BOARD JULY 11, 2012

Staff Report City of Monterey Park

Consent Calendar
Agenda Item 17

DATE: October 17, 2012

TO: PAUL TALBOT, CITY MANAGER

FROM: ELIAS SAYKALI, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

SUBJECT: AUTHORIZATION TO EXTEND THE PROFESSIONAL SERVICES AGREEMENT FOR LABORATORY SERVICES

BACKGROUND:

The Water Utility Division is seeking authorization from the City Council to renew the professional services agreement with Clinical Laboratories for water analysis through June 30, 2013.

DISCUSSION:

The Water Utility Division, collects water samples from City-owned wells, treatment plants, reservoirs, and the water distribution system for testing at a State of California, Department of Public Health (CDPH)-certified laboratory on a mandatory daily, weekly, monthly, quarterly, annual, and as-needed basis. This sampling is required for compliance with the State of California Domestic Watery Quality and Monitoring regulations (Chapter 15, Title 22, California Code of Regulations) and the City's NPDES permit. Sample results are reported to CDPH via electronic data transfer directly from the laboratory. This verifies to CDPH that the City's water quality meets the required regulations and standards.

The City currently has 12 wells, five treatment plants, 11 reservoirs, and two settling tanks. City staff collects approximate 1,060 samples per month for constituents such as bacteriological presence, general mineral and general physical, iron and zinc, lead and copper, sulfate, Nitrates and Nitrites, TCE, PCE, 1,2,3 TCP, 1,1 DCA, 1,1 DCE, Cis 1,2 DCE, Perchlorate, and others. The high volume of sampling is primarily attributed to the implementation of the treatment plants, which require consistent and frequent sampling to ensure compliance with our operating permit as dictated by CDPH.

Due to the high volume of sampling, the Water Utility Division issued a Request for Proposal ("RFP") on May 23, 2008 for a solicitation of proposals from area laboratories to provide the required water sampling analyses. On June 18, 2008, the City Council approved a two-year contract with Clinical Laboratories to perform CDPH-required analysis. Clinical Laboratories has proven to meet all State and Federal certification requirements as well as the City's required sampling needs, turn-around times and reporting guidelines.

Staff has successfully petitioned CDPH for a reduction in required sampling because there was a reduction in certain contaminants, specifically perchlorate. However, CDPH has required an increase in testing for other contaminants. These fluctuations make

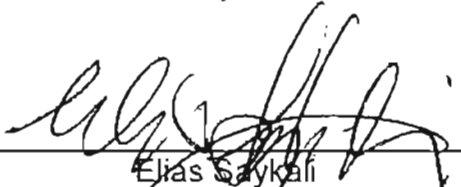
issuing a new RFP impractical because the City does not have set sampling quantities on which vendors can bid. In FY 11-12 staff approached Clinical Labs about renewing the City's service agreement. Clinical Labs agreed to reduce its rates by 5%. Similarly, Clinical has agreed to reduce its prices by an additional 2.5% for FY 12-13.

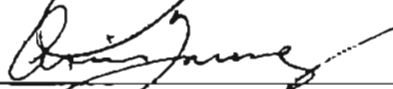
FISCAL IMPACT:

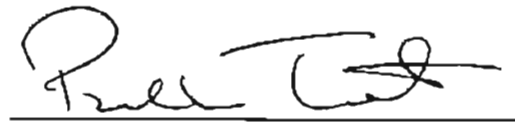
Funding of approximately \$331,000 is allocated in the Fiscal Year 2012-2013 budget from Water Operations (Activity 4222) and Water Treatment Funds (Activities 4226 – 4232). Expenditures related to the water treatment activities are eligible for reimbursement from the San Gabriel Basin Water Quality Authority as a result of the SEMOU Litigation and Federal funding programs. All efforts will be made to secure the maximum amount of reimbursement allowable.

RECOMMENDATION:

(1) Authorize the City Manager to execute an amendment, in a form approved by the City Attorney, to the Professional Services Agreement with Clinical Laboratories in an amount not to exceed \$331,000 for Fiscal year 2012-2013; and (2) take such additional, related, action that may be desirable.

By: 
Elias Saykali
Director of Public Works

By: 
Annie Yaung, CPFO
Financial Services Manager

Approved: 
Paul Talbot
City Manager

Staff Report City of Monterey Park

DATE: October 17, 2012

TO: PAUL TALBOT, CITY MANAGER

FROM: ELIAS SAYKALI, DIRECTOR OF PUBLIC WORKS

SUBJECT: EMERGENCY PURCHASE OF CARBON FOR WELL 5

BACKGROUND:

Staff is seeking authorization from the City Council for the purchase of 40,000 pounds of granular activated carbon (GAC) to replace the carbon filters in two vessels of the Well 5 VOC Treatment Plant.

DISCUSSION:

The Water Utility Division currently treats its water to remove Volatile Organic Compounds (VOC's) for Well 1,3,5,9,10,12,15 and Fern. The VOC's are removed by using granular activated carbon contained in vessel trains, through which the water passes and the VOC's are removed. The frequency to change out the carbon is dictated by the amount of VOC's in the water and volume of water that passes through the vessels themselves. It has been approximately one year since the need for a carbon change out was required at Well 5.

The Well 5 VOC Treatment Plant is connected into two groupings containing a total of 4 vessels. Each grouping, or train, consists of a lead and a lag vessel and each vessel holds 20,000 pounds of GAC. Under our State operational permit, the water is drawn from the ground, run through the first line of vessels and then into the second set to ensure redundancy of protection. The water leaving the final vessel must have zero detection level (DLR) of contaminants in order for the City to serve its water to its customers. Our CDPH permits require us to change out the carbon in the lead vessels in-line once we detect VOCs at the 50% sampling port on the lag vessels or beyond. Detection at the lag vessel indicates that the GAC in the lead vessel is no longer removing contaminants efficiently enough and is due to be replaced.

Recently, the VOC known as Trichloroethene (TCE) was detected at the effluent of the Well 5 Treatment Plant. Per the City's CDPH permit, the treatment plant was taken offline and quotes were requested for a carbon change out. The change out has already been completed in order to minimize downtime and to limit the amount of purchased water required to meet demand.

Staff contacted three CDPH-approved vendors and requested quotes for a change out. The results were:

Carbon Activated	\$ 41,212
Calgon Carbon	\$ 44,525
Siemens	\$ 59,170.96

Staff chose Calgon Carbon because this emergency offers the City an opportunity to evaluate their carbon with our water chemistry. This will provide a baseline for comparison with other carbon vendors and could result in longer carbon run times in the future.

FISCAL IMPACT:

The cost for two vessel change outs for Well 5 is \$49,088 and includes a caustic wash after GAC installation and a 10% contingency for disinfection, minor adjustments and/or tasks that may become necessary to complete the work. These funds will be paid from the Water Treatment Fund (Well 5 VOC 0093-801-4226-23300) and are authorized in the FY 12-13 Budget. These funds are eligible for reimbursement.

RECOMMENDATION:

It is recommended that the City Council:

Authorize the purchase of granular activated carbon for 2 vessels from the Calgon Carbon Corporation in the amount of \$49,088.

By:


Elias Saykali
Director of Public Works

Approved:


Paul Talbot
City Manager

RESOLUTION NO.

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.

The City Council for the City of Monterey Park does resolve as follows:

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

- A. Pursuant to Public Contracts Code ("PCC") § 20168, the City Council may, upon a four-fifths vote, declare that public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property because of an emergency.
- B. In accordance with PCC §§ 20168 and 22050, the City Council may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.
- C. The City owns and operates public facilities used to treat potable water. Among other facilities, the City owns and operates the Well 5 Treatment Plant (the "Plant") which utilizes granular activated carbon ("GAC") to remove volatile organic compounds ("VOC"). There are four vessels that utilize GAC for the treatment process. The Plant is a lead/lag system (meaning that the same water passes through the lead vessel and then the lag vessel in both trains in equal volume);
- D. On or about September 25, 2012, the City detected a VOC that passed through the effluent of the Plant. The City's permit requires a change out at that level of detection and scheduled an emergency replacement of the GAC. This was accomplished because a detection of VOC in one train will result in VOC traveling to the other train used for treating potable water;
- E. Based upon the entirety of the record, including the staff report and presentation made by the Public Works Director, the discovery of VOC within the Plant constitutes an imminent danger to public health and safety. This threat requires immediate action to prevent or mitigate the loss or impairment of essential public services; and
- F. Under such emergency conditions, the City Council finds that the delay resulting from public bidding would imperil essential public services.

SECTION 2: In light of the emergency described above, the City Council directs the City Manager, or designee, to take all steps necessary to protect public health, safety and welfare including, without limitation, awarding contracts in accordance with PCC § 22050.

SECTION 3: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

SECTION 4: The City Council will review this emergency action at its next regularly scheduled meeting and at every regularly scheduled meeting thereafter until the work described above is completed. The Council must determine by a four-fifths vote that there is a need to continue the work at each meeting.

PASSED AND ADOPTED this ____ day of _____, 2012.

Mitchell Ing, Mayor

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By: _____

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) **SS**
CITY OF MONTEREY PARK)

I, David Barron, City Clerk of the City of Monterey Park, California, DO HEREBY CERTIFY that the whole number of members of the City Council of the said City is five; that the foregoing resolution, being RESOLUTION NO. _____ was duly passed and adopted by the said City Council, approved and signed by the Mayor of said City, and attested by the City Clerk of said City, all at a regular meeting of the said Council held on the _____ day of _____, 2012, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this _____ day of _____, 2012.

David Barron, City Clerk
Of the City of Monterey Park,
California
(SEAL)

ACTIVATED CARBON SERVICE RFP

4.0 SITE CLEANUP AND RESTORATION

After completing field operations, the Seller shall promptly remove all equipment and material from the site, and make a reasonable effort to restore the area to its original condition. This task will include such activities as removing trash and debris, etc. Site cleanup and restoration will be accomplished to the satisfaction of the Buyer's Site Manager prior to demobilization.

BID FORM

Item Number	Item Description	Est. Qty.	Unit	Unit Price	Extended Price
1	GAC Profile	1	LS	\$ 0.00	\$ 0.00
2	Perform GAC replacement with zero discharge system to process generated water into existing GAC system influent; GAC must meet specifications outlined in this SOW	40,000	lbs	\$ 0.9603	\$ 38,412.00
3	Caustic Wash Procedure (If required)	1	LS	\$ 2,500.00	
4	Applicable Local Taxes	1	%	8.75%	\$ 2,800.00
5	Applicable Surcharges	1		\$ 0.00	\$ 0.00
				TOTAL	\$ 41,212.00

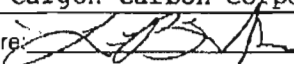
Company Name: Carbon Activated Corp.
Authorized Signature: [Signature]
Printed Name/Title: Dale Kerr Operations
Address: 250 E. Manville Street
Compton, CA 90220
Phone: (310) 885-4555 Fax: (310) 885-4558
E-mail: dalek@activatedcarbon.com Taxpayer Identification Number: 94-4577883
Date: September 27, 2012

61241
23300**4.0 SITE CLEANUP AND RESTORATION**

After completing field operations, the Seller shall promptly remove all equipment and material from the site, and make a reasonable effort to restore the area to its original condition. This task will include such activities as removing trash and debris, etc. Site cleanup and restoration will be accomplished to the satisfaction of the Buyer's Site Manager prior to demobilization.

BID FORM

Item Number	Item Description	Est. Qty.	Unit	Unit Price	Extended Price
1	GAC Profile	1	LS		\$0.00
2	Perform GAC replacement with zero discharge system to process generated water into existing GAC system influent; GAC must meet specifications outlined in this SOW	40,000	lbs	\$0.997/lb	\$ 39,910.
3	Caustic Wash Procedure (If required)	1	LS	\$1,300.	\$1,300.
4	Applicable Local Taxes	1	9.75%	\$0.083/lb	\$ 3,315.
5	Applicable Surcharges	1			\$0.00
				TOTAL	\$ 44,525.

Company Name: Calgon Carbon CorporationAuthorized Signature: Printed Name/Title: Leo P. Zappa/Director - Municipal Water MarketsAddress: 500 Calgon Carbon Drive
Pittsburgh, PA 15205Phone: 412-787-6810Fax: 412-787-4523E-mail: nsullivan@calgoncarbon-us.com Taxpayer Identification Number: 25-0530110Date: 10/01/12

ACTIVATED CARBON SERVICE RFP

4.0 SITE CLEANUP AND RESTORATION

After completing field operations, the Seller shall promptly remove all equipment and material from the site, and make a reasonable effort to restore the area to its original condition. This task will include such activities as removing trash and debris, etc. Site cleanup and restoration will be accomplished to the satisfaction of the Buyer's Site Manager prior to demobilization.

BID FORM

Item Number	Item Description	Est. Qty.	Unit	Unit Price	Extended Price
1	GAC Profile	1	LS	450.00	450.00
2	Perform GAC replacement with zero discharge system to process generated water into existing GAC system influent; GAC must meet specifications outlined in this SOW	40,000	lbs	\$1.32	\$ 55,250
3	Caustic Wash Procedure (If required)	1	LS	\$4,297/each vessel	
4	Applicable Local Taxes	1	%	8.75%	\$3920.96
5	Applicable Surcharges	1			\$
				TOTAL	\$59,170.96

Company Name: Siemens Industry Inc

Authorized Signature: _____

Printed Name/Title: Patricia Tinnerino / Sales Engineer

Address: 14250 Gannet Street, La Mirada, Ca 90638

Phone: 714-262-1560 Fax: 714-464-2230

E-mail: patricia.tinnerino@siemens.com Taxpayer Identification Number: 13-2762488

Date: October 1, 2012

ORAL AND WRITTEN COMMUNICATIONS

.

STAFF REPORT

City of Monterey Park

DATE: October 17, 2012

TO: PAUL TALBOT, CITY MANAGER

FROM: ELIAS SAYKALI, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

SUBJECT: RESOLUTION ESTABLISHING UNDERGROUND UTILITY DISTRICT ON MONTEREY PASS ROAD FROM GARVEY AVENUE TO FLORAL DRIVE

In a long-term effort to improve the infrastructure and encourage economic development along the Monterey Pass Road corridor, staff proposes to establish an Underground Utility District on Monterey Pass Road from Garvey Avenue to Floral Drive. The purpose of an underground district is to eliminate blight caused by the abundance of utility poles and overhead wires within the community.

DISCUSSION:

Funds for utility undergrounding are available to city and county governments through the California Public Utilities Commission's (CPUC) Rule 20A. Rule 20A undergrounding projects are paid for by utility rate proceeds set aside by Southern California Edison (SCE). Using CPUC formulas, SCE allocates about \$180,000 annually to the City of Monterey Park for undergrounding. This allocation is based on the ratio of SCE customers served by overhead utilities to all customers within the City of Monterey Park relative to the total number of SCE customers. The City's current allocation balance is approximately \$5 million. Staff met with SCE in August 2012 to review the cost, procedures, and timeline for completing an underground utility district (UUD) on Monterey Pass Road.

The establishment of a UUD on Monterey Pass Road from Garvey Avenue to Floral Drive is ultimately intended to create a vibrant office-professional district on Monterey Pass Road and help generate future revenues for the City. This project would be the City's fifth major Rule 20A undergrounding project since 1968. Monterey Pass Road is a generally north-south minor arterial through the City of Monterey Park that carries a significant volume of traffic, provides scenic views of the City's residential hillsides and the San Gabriel Mountains, and direct access to downtown Monterey Park and the east Los Angeles area.

The estimated cost for the undergrounding on Monterey Pass Road is \$9.8 million. The estimated cost by street segment is as follows: (1) Garvey Avenue to Vagabond Road, \$3.8 million; (2) Vagabond Road to Davidson Drive, \$4.1 million; and (3) Davidson Drive to Floral Drive, \$1.9M. The City's allocation may be used on any continuous portion of these segments as directed by the City.

Under Rule 20A, each utility company, at its own expense, is required to underground its

In accordance with Chapter 14.16 (Underground Utility Districts) of the City's Municipal Code, a public hearing to determine whether the utility undergrounding on Monterey Pass Road is in the public interest was set for October 17, 2012. As required, the City Clerk sent notices of the hearing to the utility companies and approximately 340 affected property owners, and also posted Public Hearing Notices at the City Hall, City Library, and Langley Center.

Upon the establishment of the UUD on Monterey Pass Road, SCE will initiate the design of their underground facilities and coordinate with AT&T and Charter which share the utility poles. Design will likely take 18-24 months to complete; therefore, construction is not expected to begin until in FY 2014-2015. Construction will take approximately 18-24 months to complete.

It should be noted that on April 1, 2009, the City Council approved a UUD on Newmark Avenue from Garfield Avenue to New Avenue. However, SCE's undergrounding design for Newmark Avenue was put on hold at the City's request in favor of the establishment of a new UUD on Monterey Pass Road. Therefore, the Rule 20A funds would be reallocated from the Newmark UUD to the Monterey Pass Road UUD.

CEQA (California Environmental Quality Act):

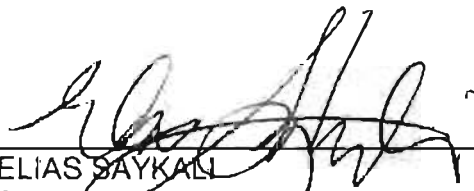
The project is CEQA Class 1 exempt since it involves the alteration (undergrounding) of an existing public utility service and does not expand the existing use.

FISCAL IMPACT:

SCE would fund this project entirely from the City's accumulated Rule 20A allocation fund balance, which is approximately \$5 million. There is no cost to the property owners or to the tenants of Monterey Pass Road for this undergrounding project.

RECOMMENDATION:

It is recommended that the City Council, following public testimony, adopt the attached Resolution which establishes the Underground Utility District on Monterey Pass Road from Garvey Avenue to Floral Drive, and direct the City Clerk to notify all affected utilities and property owners of the adoption of this resolution within ten (10) days after the date of adoption.

By 
ELIAS SAYKALL
Director of Public Works/City Engineer

Approved 
PAUL TALBOT
City Manager

Attachments: Engineer's Report and Resolution

RESOLUTION NO.

A RESOLUTION CREATING THE UNDERGROUND UTILITY ON MONTEREY PASS ROAD FROM GARVEY AVENUE TO FLORAL DRIVE ON MONTEREY PASS ROAD FROM GARVEY AVENUE TO FLORAL DRIVE PURSUANT TO MONTEREY PARK MUNICIPAL CODE § 14.16.040.

The City Council of the City of Monterey Park does resolve as follows:

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

- A. In accordance with California Public Utilities Commission Sheet No. 31867-E, identified as "Rule 20: Replacement of Overhead with Underground Electric Facilities" ("Rule 20"), the City Council adopted Monterey Park Municipal Code Chapter 14.16 which, among other things, allows underground districts to be created by City Council resolution (see Rule 20(b));
- B. On October 17, 2012, the City Council opened a properly noticed public hearing to consider creating a new Underground Utility on Monterey Pass Road from Garvey Avenue to Floral Drive in accordance with Monterey Park Municipal Code ("MPMC") § 14.16.040;
- C. As part of the public hearing, the City Council received the City Engineer's report dated March 15, 2012, as required by MPMC § 14.16.030;
- D. In addition, the City Council received public testimony and documentary evidence including, without limitation, a staff report, regarding the proposed Underground Utility on Monterey Pass Road from Garvey Avenue to Floral Drive;
- E. Following the public hearing, the City Council determined that the public necessity, health, safety and welfare makes removal of poles, overhead wires and associated overhead structures desirable within the area graphically depicted on attached Exhibit "A," which is incorporated by reference ("Underground Utility District");
- F. This Resolution and its findings is based upon the evidence received during the public hearing.

SECTION 2: *Findings.* The City Council finds and determines that the Underground Utility District is in the general public interest for the following reasons:

- A. The undergrounding will avoid or eliminate an unusually heavy concentration of overhead distribution facilities.

- B. The streets, roads or right-of-way in the District are extensively used by the general public and carry a heavy volume of pedestrian or vehicular traffic.
- C. The utility undergrounding will include up to 100 feet of the customer's service lateral.

SECTION 3: Creation.

- A. Pursuant to MPMC § 14.16.040, the Underground Utility District is created as follows:

That certain portion of Monterey Pass Road in the City of Monterey Park, County of Los Angeles, State of California, bounded as follows: on the north by the southerly right-of-way line extension of Mabel Avenue; on the west by the westerly right-of-way line of Monterey Pass Road; on the east by the easterly right-of-way line of Monterey Pass Road; on the south by the northerly right-of-way line of Floral Drive (all as graphically depicted on attached Exhibit A).

- B. All poles, overhead wires and associated overhead structures, as defined by MPMC § 14.16.010, are ordered removed and all utility facilities are directed to be placed underground;
- C. In accordance with MPMC § 14.16.080, affected property owner should expect to receive underground service not later than December 2016.

SECTION 4: Notice. In accordance with MPMC § 14.16.080, the City Clerk, or designee, is directed to notify all affected utilities and real property owners regarding the effectiveness of this Resolution and the creation of the Underground Utility District within ten (10) days.

SECTION 5: If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

SECTION 6: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 7: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of October 2012.

Mitchell Ing, Mayor

ATTEST:

David Barron, City Clerk

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

By: _____
Karl H. Berger, City Attorney

Engineer's Report

Monterey Pass Road from Garvey Avenue to Floral Drive Proposed Underground Utility District

Background

Rule 20 is a set of policies and procedures established by the California Public Utilities Commission (CPUC) to regulate the conversion of overhead electric equipment to underground facilities, a process called "undergrounding". Rule 20 determines the level of ratepayer funding for different undergrounding arrangements. Under Rule 20, undergrounding projects are financed by utility rate money, combined rate funds and local tax proceeds, or private funds, depending on whether Rule 20A, Rule 20B or Rule 20C provisions apply. On average, less than a penny per electric bill goes to undergrounding.

Rule 20A

Rule 20A projects are paid for by all Southern California Edison (SCE) ratepayers, not just those who live on streets on which facilities will be undergrounded. City and County governments choose these projects, using a process that includes public participation.

To qualify for full funding through utility rate proceeds, projects must produce a benefit to the general public, not just customers in the affected area, by satisfying one or more of these criteria:

- The location has an unusually heavy concentration of overhead facilities.
- The location is heavily traveled.
- The location qualifies as an arterial or major collector road in a local government's General Plan.
- The overhead equipment must be located within or pass through a civic, recreational or scenic area.

Using CPUC formulas, SCE allocates rate funds to communities for undergrounding based on previous allocations, the ratio of customers served by overhead facilities to all customers in the community, and the fraction that customers in the community represent all SCE customers.

Local governments use these formulas to project allocations, which allow them to prioritize projects and develop project schedules. Because funds are limited, local governments sometimes must wait and accumulate their allocations before starting an undergrounding project.

Legal Description

UNDERGROUND UTILITY DISTRICT ON MONTEREY PASS ROAD FROM GARVEY AVENUE TO FLORAL DRIVE

That certain portion of Monterey Pass Road in the City of Monterey Park, County of Los Angeles, State of California, bounded as follows: on the north by the southerly right-of-way line extension of Mabel Avenue; on the west by the westerly right-of-way line of Monterey Pass Road; on the east by the easterly right-of-way line of Monterey Pass Road; on the south by the northerly right-of-way line of Floral Drive.

Description of Proposed Work

The existing Edison overhead wires and poles are located along Monterey Pass Road between Garvey Avenue and Floral Drive. The properties serviced from the Monterey Pass Road frontage will be converted to an underground service. The existing electrical, as well as telephone and cable television wires will be undergrounded and the wood poles will be removed. The power lines provide electricity to the street lights and the properties along Monterey Pass Road. Any properties served from rear lot poles will continue to be served overhead from the rear of the property.

The existing wood pole mounted street lights will be removed and replaced in the same vicinity with new underground fed Marblelite streetlights. If additional lights are desired the cost thereof will be funded by the City of Monterey Park.

Estimated Cost

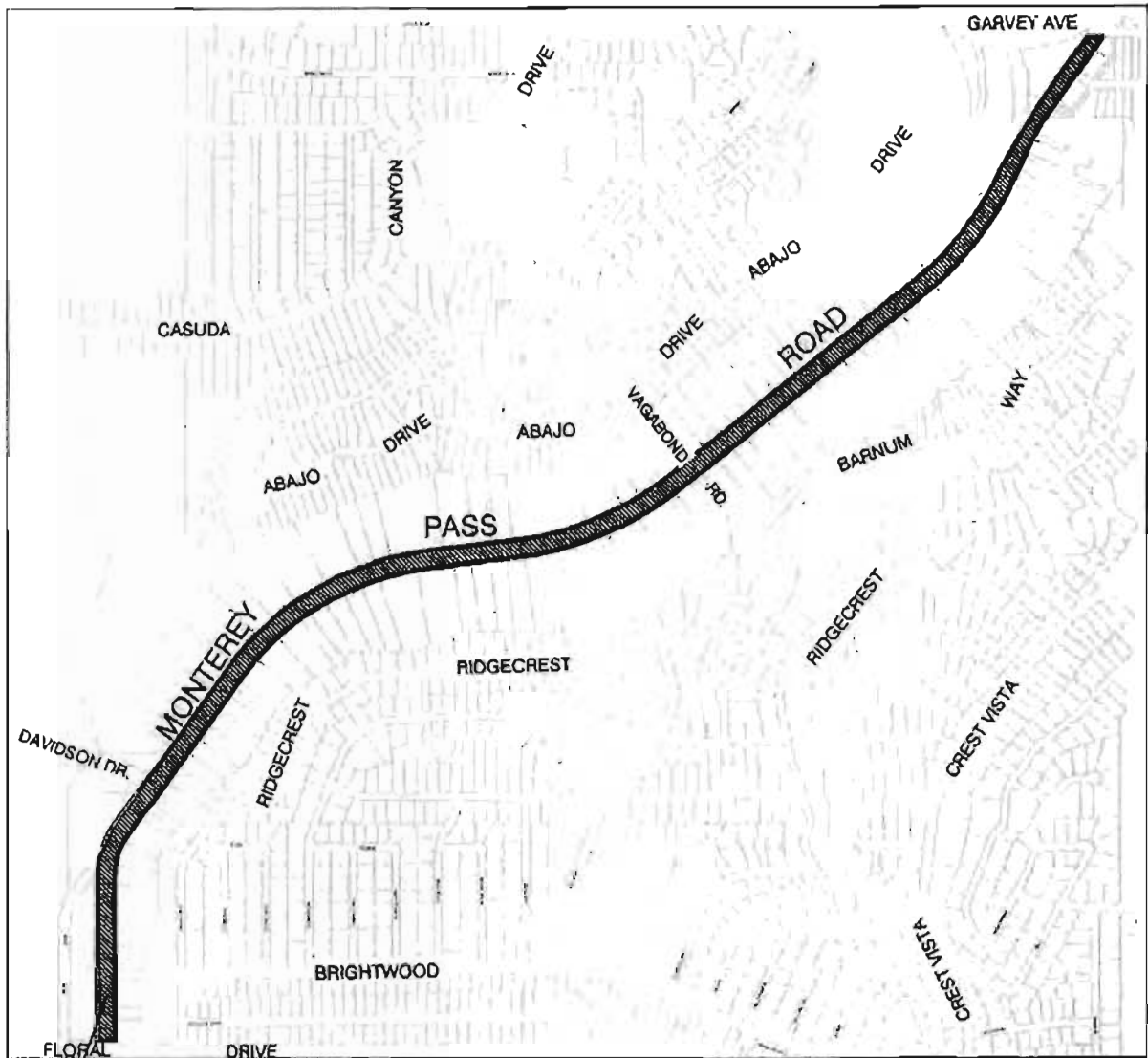
SCE has estimated that the total cost of this project would be \$9.8 million. The estimate was provided in three separate segments as follows: (1) Garvey Avenue to Vagabond Road, approximately 3,000 linear feet, \$3.8 million; (2) Vagabond Road to Davidson Drive, approximately 3,800 linear feet, \$4.1 million; and (3) Davidson Drive to Floral Drive, approximately 1,700 linear feet, \$1.9 million. The City of Monterey Park's current allocation fund balance is approximately \$5 million with annual additions of \$180,000. There is no cost to the property owners or tenants of Monterey Pass Road for this undergrounding project. All electric service customers served from lines being relocated underground will have necessary modifications and conversions done to their electrical service connections using the City's Rule 20A funds.

Existing overhead facilities belonging to AT&T and Charter Communications and other private utilities are to be relocated underground at their sole expense.

The implementation of a new district can take three years or more to complete because there is often a long list of pending underground utility districts that have been established by other agencies.

Prepared by: _____
Elias Saykali, P.E.
Director of Public Works/City Engineer

Exhibit A



PROPOSED
UNDERGROUND UTILITY
DISTRICT



REV.	DATE	DESCRIPTION	BY	CHECKED	APPROVED
CITY OF MONTEREY PARK, CALIFORNIA					
DESIGN	UNDERGROUND UTILITY DISTRICT				
DRAWN	ON MONTEREY PASS RD.				
AY	FROM FLORAL DR. TO GARVEY AVE				
CHECKED	RA				
SCALE	AS SHOWN				
PREPARED IN THE OFFICE OF THE CITY ENGINEER					DATE DRAWN JUL 15, 2002
APPROVED ON	20	APPROVED ON	20	SHEET OF 1	
BY APPROVING ASSISTANT CITY ENGINEER JOL 04708			DATE REVIEWED CITY ENGINEER JOL 04464		
DRAWING NO.					A-0000

Staff Report City of Monterey Park

**New Business
Agenda Item 21**

DATE: October 17, 2012

TO: Paul Talbot, City Manager

FROM: Thomas Cody, Director of Human Resources and Risk Management

SUBJECT: Request for Adoption of a Resolution of the City Council of the City of Monterey Park, California Approving and Adopting the Memoranda's of Understanding Between the City and the Service Employees' International Union, Local 721 (SEIU), the Monterey Park Mid-Management Association (MMA), and the Monterey Park Confidential Employees' Association (CEA), Fixing the Rate of Compensation and other Terms and Conditions of Employment for Represented Employees for the Term October 1, 2012 to June 30, 2015.

DISCUSSION:

Representatives of the City of Monterey Park have met on numerous occasions with representatives of the Service Employees' International Union, Local 721 (SEIU), the Monterey Park Mid-Management Association (MMA), and the Monterey Park Confidential Employees' Association (CEA) regarding wages, hours of work and other terms and conditions of employment. The results of these negotiations are contained in the attached Memoranda's of Understanding (MOU), which is being presented to the City Council for approval and adoption of an implementing Resolution.

Previous Memoranda's of Understanding with SEIU, the MMA and the CEA expired on September 30, 2012.

All three agreements contain similar modifications:

- Thirty-three (33) month term. For the term of this agreement there are no salary adjustments.
- Extended 10% furloughs for 18 months ending March 31, 2014. Employees work 36 hours per week (9 hour days) and City Hall will be closed every Friday beginning October 29, 2012.
- 5% furloughs for 9 months starting April 1, 2014 and ending December 31, 2014. Employees work 38 hours per week (9.5 hour days) and City Hall will be closed every Friday.
- From January 1, 2015 thru the end of the contract on June 30, 2015, furloughs are ended. Employees work 40 hours per week and City Hall re-opens five (5) days a week for a minimum of 8 hours a day.
- For the term of this contract a reduction of two holidays.
- Reductions in the amount of administrative leave for some units with no cash value assigned to it. No carry over to next fiscal year.
- Established a cap on tuition reimbursement.
- Slight increase for medical premiums for all units.

- Restoration of cash-out opportunity of employee earned vacation and holiday hours.
- Re-opener language in each MOU to discuss retiree medical insurance and current health insurance options.
- Effective January 1, 2013 the PERS retirement formula 2% @ 62 with the average of the three highest years of compensation begins for all miscellaneous new hires.
- Classification balance is restored by adjusting the salaries of members of the Confidential Unit afforded all other miscellaneous employees in 2010 and 2011. To counter-balance this adjustment, the Confidential Unit has agreed to increase their furlough hours to 10% versus their current 5%.

FISCAL IMPACT:

These three labor bargaining units were impacted significantly during these last few fiscally challenging years. Since 2010, the City laid off approximately 15% of its members and for the past year the employees of these miscellaneous units have been furloughed 10% of their working hours (5% for the nine (9) Confidential Unit members).

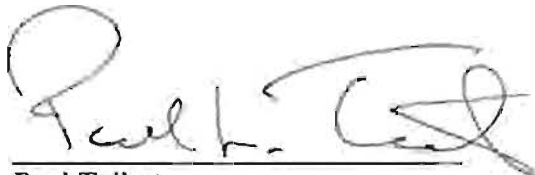
This furlough has represented a savings to the City's in excess of a million dollars annually during the term of the last contracts and continues this savings for the 2012-2013 fiscal year as well as an additional nine months of the 2013-2014 fiscal year. The members of these three units have also picked up the employee PERS share of their retirement (8%) costs for the past year. The thirty-three (33) month agreements will slowly phase out furloughs and there are no salary increases scheduled for the term of this agreement.

These negotiated changes to the respective employee Memoranda of Understanding are consistent with the direction provided to staff during the budget review process.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution approving implementation of the three (3) Memoranda's of Understanding between the Service Employees' International Union, Local 721 (SEIU), the Monterey Park Mid-Management Association (MMA), and the Monterey Park Confidential Employees' Association (CEA).

By: 
 Tom Cody, Director
 Human Resources & Risk Management

Approved: 
 Paul Talbot
 City Manager

RESOLUTION NO. _____

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEAR 2012-2015 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK SERVICE EMPLOYEES' INTERNATIONAL UNION.

The City Council for the City of Monterey Park does resolve as follows:

SECTION 1: The City, acting by and through its City Council appointed negotiation team, and representatives of the Monterey Park Service Employees' International Union (SEIU), a duly recognized employee organization representing the City of Monterey Parks Service Employees' International Union Employees, met and conferred in good faith and fully communicated and exchanged information concerning wages, retirement funding, hours, and the terms and conditions of employment for contract year 2012-2015.

SECTION 2: The appointed representatives of the parties agreed on certain matters as stated in the attached MOU and recommended that the City and the Union implement those agreements.

SECTION 3: SEIU indicated its acceptance of the attached MOU.

SECTION 4: The City Council approves the Memorandum of Understanding for Contract Year 2012-2015 between the City of Monterey Park and the Monterey Park Service Employees' International Union (SEIU), which is attached as Exhibit "A" and incorporated by reference.

SECTION 5: The City Manager is authorized to execute the MOU on the City's behalf.

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

SECTION 7: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED AND ADOPTED this 17th day of October, 2012.

Mitchell Ing
Mayor, City of Monterey Park

ATTEST:

David Barron, City Clerk

Approved as to form:
MARK D. HENSLEY, City Attorney

By: _____



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF MONTEREY PARK, CALIFORNIA

AND

SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 721

OCTOBER 1, 2012 – JUNE 30, 2015

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MEMORANDUM OF UNDERSTANDING
between
THE CITY OF MONTEREY PARK, CALIFORNIA
and
SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 721
10/1/2012 – 6/30/2015

PREAMBLE

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

ARTICLE 1 - SCOPE OF MEMORANDUM OF UNDERSTANDING

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

ARTICLE 2 - RECOGNITION

- A. The City hereby acknowledges the Service Employees' International Union, Local 721, as the representative for General Government employees of the City of Monterey Park, California, for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.
- B. This Memorandum shall cover all General Government employees as outlined in Attachment A.
- C. The City exclusively recognizes the Union as the Recognized Employee Organization for the term of the contract.

ARTICLE 3 - CITY RESPONSIBILITIES AND RIGHTS

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

- B. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management's rights shall impact on employees of the bargaining unit, the City agrees to meet and confer with representatives of the Union, upon request by the Union, regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding, Personnel Rules and Regulations or Salary Resolutions.

ARTICLE 4 - EMPLOYEE AND/OR EMPLOYEE REPRESENTATIVES

- A. During the life of this Memorandum, all employees, as described above in Article 2, Section B, shall have the right to join the Union, or to refuse or refrain from joining said organization.
- B. Members of the Union may, by any reasonable method, select four (4) employee members to meet and confer with the City Representative Committee or other management officials on subjects within the scope of representation during the regular duty or work hours, without loss of time, provided:
1. That no employee representative shall leave duty or workstation or assignment without specific approval by an authorized departmental management official.
 2. That any such meeting is subject to scheduling by an authorized departmental management official so as to avoid interference with, or interruption of, assigned work schedules or work performance.
- C. Representatives of the Union, after permission by the Department Director or his/her delegated representatives (if, however, said parties are not available, then permission must be obtained from the City Manager or his delegated representative) may enter City properties for the sole purpose of transacting business of the Union; provided, however, that such business does not interfere with the work or training of the employees or City operations.
- D. Such individuals, after being excused from their regular assigned duties by the Department Director or her/his delegated representatives, will be permitted to take reasonable time to discuss terms and conditions of employment.
- E. Said employee or employees, if on duty, shall be paid for such reasonable time by the City at the employee's regular rate of pay. However, no overtime will be paid by the City for time spent as set forth above.
- F. A written list of the officers of the Union and the Union Stewards shall be furnished to the City immediately after their designation and the Union shall notify the City promptly in writing of any changes of such Officers or Representatives.

ARTICLE 5 - AGENCY FEES

- A. Any member of the unit who is a member of the Union, or who has applied for membership, may sign and deliver to the City an authorization for deduction of

membership dues for the Union. Such authorization shall, unless sooner revoked, continue in effect for the duration of this Agreement.

- B. Any unit member who is not a member of the Union or who does not make application for membership within thirty (30) days of the implementation date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the unit following the implementation date of this Agreement, shall either become a member of the Union or pay to the Union a representation fee.

The amount of the representation fee shall be determined by the Union subject to applicable law. In no event may the amount exceed the normal periodic membership dues applicable to Union members.

The representation fee is payable to the Union in one lump sum cash payment or through payroll deduction for such fee in the same manner as provided in Paragraph A.

- C. The Union represents that the collection, administration and use of representation fee funds shall be in conformance with the law. The Union shall comply with applicable law regarding disclosure and allocation of its expenses, notice to employees of their right to object, provision for agency fee payers to challenge the Union's determinations of amounts chargeable to the objecting nonmembers, and appropriate escrow provisions to hold contested amounts while the challenges are underway.

Each nonmember who is required to pay an agency fee shall annually receive written notification from the Union of the amount of the deduction and the procedure, which he/she must follow to receive a rebate for non-representation activities during the year, and the procedure for appealing all or any part of the agency fee.

- D. With respect to all sums deducted by the City, whether for membership dues or agency fee, the City agrees to remit such monies within thirty (30) calendar days of the close of the pay period to the Union accompanied by a list indicating any changes in personnel from what had been provided in a list at the beginning of the year.
- E. Any unit member, who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, shall not be required to join or financially support the Union. Such unit member shall pay, in lieu of a service fee, a sum equal to the agency fee (proportionate share of the Union's cost of legally authorized representational services), to a non-religious, non-labor, charitable organization exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code agreed to in writing by the unit member and the Union. Such payment shall be made on or before December 1 of each fiscal year or the unit member shall authorize payroll deduction in the same manner as provided in Paragraph A of this Section.

Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to this Section, shall be made on an annual basis to the Union and the City as a condition of continued exemption from the agency fee provisions. Proof of payment shall be in the form of receipts, authorized payroll deductions, or canceled checks, indicating the amount paid, date of payment, and

to whom payment in lieu of the service fee has been made. Such proof shall be presented on or about December 1 of each fiscal year.

- F. The Union agrees to furnish any information needed by the City to fulfill the provisions of this Section.
- G. The Union agrees to fully indemnify, defend and hold harmless, the City, and its officers, employees and agents, against any claim, action, liability, judgments or settlements regarding the legality of the provisions or impacts of this Section or any action taken by or on behalf of the City in implementing this Section. The Union shall have the right to determine whether any such action or proceeding referred to above, shall or shall not be compromised, resisted, tried or appealed, provided however, that the City may retain its own attorney and shall have the right to be consulted before any of the foregoing decisions are made.
- H. Committee On Political Empowerment (COPE)

Union members may voluntarily authorize in writing a political action committee deduction from their salary. Employees wishing to participate shall provide written authorization on a form furnished by the Union indicating the amount to be deducted. The parties agree that the employee may revoke any such deduction at any time. The parties further agree that neither the Union nor the City will bestow any special benefit or cause any detriment as a result of an employee's voluntary choice to make, decline to make, or revoke a contribution.

ARTICLE 6 - COMMUNICATIONS

Space shall be provided on City bulletin boards for the posting of the following notices of immediate concern to the Union members including, but not limited to, the following:

- A. Notices of Union meetings.
- B. Notices of Union elections and their results.
- C. Notices of recreational and social events.
- D. Notices of official Union business.
- E. Any written material, which has received prior approval of the Director of Human Resources /Risk Management or Department Director.

ARTICLE 7 - CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

- A. The Union hereby agrees that during the term of this Memorandum, the employees of the City, as set forth in Article 2, Section B, the officers and /or agents of the Union, shall not engage in, encourage, sanction, support, authorize, or suggest any work stoppages, strikes, boycotts, slowdowns, mass resignations, mass absenteeism, picketing, or any other intentional interference of work of the City.
- B. In the event any employee, or employees, participates in any such activities as set forth above, the Union shall notify such employee, or employees so engaged, to cease and

desist from such activities and shall instruct said person, or persons, to return to their normal work assignment and duties.

- C. The employee, or employees, participating in such activities as set forth in Section A above shall be subject to disciplinary action by the City, including suspension or discharge, in accordance with the City's Personnel Rules and Regulations.
- D. However, informational pickets, following an impasse in the meet and confer process, are excluded from this Article and are therefore allowed as long as the picketing is not violent, does not block ingress or egress, and/or does not interfere with the public health, safety or order.

ARTICLE 8 - GRIEVANCE AND DISCIPLINARY APPEAL PROCEDURE

The presentation and hearing of all employee appeals of discipline and grievances shall be governed by the following:

A. Definitions

- 1. Disciplinary Appeal – A Disciplinary Appeal shall be defined as a formal written objection or challenge to any disciplinary action as defined by the Personnel Rules and Regulations. Imposition and appeals of disciplinary action shall be conducted in accordance with the provisions of Personnel Rule XV, Disciplinary Proceedings, Sections 1-5. The provision of Personnel Rule XV is attached hereto as Attachment B.

Although a "written reprimand" is not "discipline" as defined by Rule XV of the Personnel Rules and therefore not subject to appeal, the Department Director will meet with an employee prior to the issuance of a written reprimand to allow the employee an opportunity to present any information which they believe pertinent and which shall be considered before the Department Director makes or authorizes any formal action to be taken. The meeting with the Department Director shall not be a formal evidentiary hearing but an informal discussion to review the circumstances prior to a decision to take any formal action. The employee may request the presence of his/her union representative. The Department Director and/or the employee may request that the Director of Human Resources participate in any scheduled meeting.

- 2. Grievance: A grievance, defined as an alleged violation by an employee of a specific provision of this Memorandum of Understanding, the City Personnel Rules and Regulations or of the Rules and Regulations validly propagated by any department within the City, shall be processed in accordance with provisions of Section 6, Grievances, of Personnel Rule XV. The grievance procedure shall not be utilized by an employee to contest the content of a performance evaluation, verbal or written reprimands or other documentation regarding the employee's work performance which is not defined as "disciplinary action" by Rule XV of the City Personnel Rules and Regulations.

Disputes regarding jurisdiction (grievability of an issue) shall not be subject to resolution by the grievance procedure and instead, are subject to resolution by the courts.

B. Procedure

When a Unit employee feels that he/she has been unfairly treated or does not agree with his/her supervisor on matters that fall within the definition of a grievance, he/she may initiate formal action to secure review of the grievance by top management. Such action should be used, however, only when informal appeal through discussion with the immediate supervisor has been unsuccessful in resolving the issue. It is the spirit and intent of this procedure that all grievances be settled quickly and fairly, without any subsequent discrimination against employees who may seek to adjust a grievance, real or imagined.

Informal Process

Step 1. The first step of the grievance procedure shall be an informal meeting with the grievant's immediate supervisor in an effort to resolve the grievance. The employee who is initiating the grievance shall notify his/her immediate supervisor within fifteen (15) calendar days of becoming aware or in the exercise of reasonable diligence should have become aware, of a grievable situation. The informal grievance meeting shall be scheduled at a mutually agreeable time within ten (10) calendar days of the employee's request for an informal grievance meeting. The supervisor shall respond to the issues raised in the informal meeting within five (5) calendar days. Time limits between the steps of the grievance procedure may be extended by mutual agreement of the parties.

The grievant may be represented by a representative of his or her choice at all levels of the grievance procedure, including the informal level.

Any city employee who is called as a witness at any level of the grievance process or disciplinary appeal will be granted paid release time if they are called during their regular duty hours.

Formal Process

Step 2. All grievances shall be filed in writing with the immediate supervisor of the person aggrieved and with the Human Resources Director, or her/his designee, within five (5) calendar days after the employee receives a response from the informal discussion with the supervisor described in Step 1 above.

Written notice of disposition of the grievance shall be provided to the grievant and next higher administrative authority by the supervisor with whom the grievance is originally filed. Such notice shall be filed within fifteen (15) calendar days of the original filing of the formal grievance as set forth in Step 1 above.

Step 3. If the employee does not obtain satisfactory redress from the immediate supervisor, the grievance may be appealed in writing through the normal administrative organization. That is, first to the Division Manager; second, the Department Director and third, the City

Manager. In each case, the grievance must be submitted within seven (7) calendar days to the subsequent hearing level and a written notice of disposition must be forwarded to the grievant within fifteen (15) calendar days of receipt at any hearing level.

The City Manager shall be the final authority in all cases except those in which a violation of the Personnel Ordinance or Rules is alleged. The City Manager shall forward notice of disposition of such grievances to the grievant within fifteen (15) calendar days of receipt.

Step 4. In the case of those grievances in which a violation of the Personnel Ordinance or Rules is alleged, an employee may appeal to the Personnel Board after the procedures set forth above have been exhausted.

Such appeals will be filed in writing with the Director of Human Resources/Risk Management who will cause them to be brought to the attention of the Board. The Board will review such appeals and determine whether an investigation and/or hearing should be held. This preliminary consideration of an appeal will not constitute a hearing by the Board. Within ten (10) days after concluding a hearing, pursuant to this Section, the Personnel Board shall certify its findings and decision in writing to the City Council, to the City Manager, and to any other official from whose action the appeal is taken, and to the affected employee.

Recommendations by the Board for redress of grievances will be addressed to the City Manager and shall be advisory in nature.

ARTICLE 9 - OVERTIME

Except as modified herein, overtime shall be governed by Personnel Rule V. Compensation, Sec. 3 Overtime, Sec. A - General Government Employees which is outlined as followed:

- A. Work Week Defined - Work performed in excess of forty (40) hours during the regularly scheduled workweek shall be classified as overtime. A workweek is a regular recurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive 24-hour periods.
1. The workweek for employees working a regular 5/40, Monday through Friday, schedule begins on Saturday at 0001 hours and terminates at the end of the following Friday at midnight. Work performed during the workweek includes vacation, sick leave, holiday, and compensatory time off, provided that they do not fall within a workday when work is actually performed. A workday is a regular recurring period of eight (8) hours within a 24-hour period.
 2. The workweek for employees working a "9/80" work schedule shall be defined in such a manner as to comply with FLSA work period requirements. The "9/80" schedule provides eighty (80) scheduled hours in a 14-day (two week) cycle where (1) one week the employee works four 9-hour workdays and one 8-hour workday, and (2) the subsequent week consists of four 9-hour work-days with one day off. The "workweek" for FLSA overtime purposes shall be established as four hours into the shift of the eight-hour day and in such a manner that no consecutive seven-day (168 hour) period shall exceed 40 hours. Management

shall maintain the right to schedule employees' workdays, start and end times, and establish FLSA "work weeks."

3. The workweek for employees working a "4/40" (commonly referred to as 4/10) work schedule shall be defined in such a manner as to comply with FLSA work period requirements. The "4/40" schedule provides forty (40) scheduled hours in a 7-day period. The "workweek" for FLSA overtime purposes shall be established in such a manner that no consecutive seven-day (168 hour) period shall exceed 40 hours. Management shall maintain the right to schedule employees' workdays, start and end times, and establish FLSA "work weeks."

- B. Overtime/Compensatory Time - Overtime worked shall be compensated by either compensatory time off, as requested by the employee in an amount not to exceed the accrual limitations stated herein, or by cash payment of one and one-half (1½) times the employee's hourly rate.
- C. Emergency Call Back - Emergency Call Back is defined as unforeseen work performed by an employee at a time other than the employee's regular working hours and which commences after conclusion of the regularly scheduled work shift, and which deals with a situation calling for immediate action, in response to a call for such work by a Department Director or any other person so authorized by the City Manager.
 - 1. Emergency work shall be paid at the rate of two (2) hours pay for the first hour worked ("work" commences upon arrival at the designated work site), or any portion thereof, and time and one-half for all time worked in excess of one hour. Subject to the employee requesting emergency call back compensation in the form of compensatory time off, the employee may receive two (2) hours compensatory time off for the first hour worked and time and one-half hours off for work in excess of one hour.
 - 2. Employees who are required to work on a holiday as a result of emergency call back, and who are not scheduled to work that holiday shall be paid at the rate of four (4) hours for the first two hours worked ("work" commences upon arrival at the designated work site) and shall receive compensatory time off or cash at the rate of time and one-half. In addition, the employee will accrue holiday time at the regular hourly rate for each hour worked, up to a maximum of eight (8) hours. This does not apply to employees who are scheduled to work a holiday.
- D. Compensatory Time Accruals - Compensatory time may be accumulated by an individual employee subject to the approval of the Department Director. However, accumulated compensatory time off in excess of forty (40) hours will be paid off in cash on a straight-time rate on the first payroll date following December 1st of each year.
- E. Overtime Distribution - It shall be the policy of the departments to which unit members are assigned to distribute overtime opportunities in a fair and equitable manner which allows for as broad a number of eligible employees as possible to receive the overtime opportunity. However, the supervisor authorizing overtime shall make the final assignment determination based upon the needs of the City, the availability of employees to work the overtime, and the ability of an employee to most efficiently meet those needs.

F. First Responder Standby - Qualified employees of the Public Works Department or Parks Division of the Recreation & Parks Department may be assigned, at the discretion of the City, as First Responder Standby for after-hours emergency response. In addition to any additional reporting procedures established by the City, the following provisions shall apply to any individual assigned to First Responder Standby status:

1. First Responder Standby duty shall be assigned to no more than three individuals (one of which shall be fully qualified to respond to water distribution incidents and one to water production incidents) for a period of seven (7) calendar days. The First Responder Standby schedule shall be determined at the sole discretion of the City.
2. An individual so assigned shall be compensated at the rate of \$25.00 per weekday (0001 hrs. Monday through 2400 hrs. Thursday) and \$45.00 per weekend day (0001 hrs. Friday through 2400 Sunday).
3. Should an employee be assigned First Responder Standby status on a City designated holiday (defined as the actual date of holiday), compensation shall be at the rate of \$50.00.
4. While on First Responder Standby status, the assigned employee shall: carry a City provided pager, cell phone and lap-top computer (if applicable); respond via telephone within five (5) minutes to any page; and report fit-for-duty to the incident site within 25 minutes (no later than 45 minutes) following receipt of call-out information (or, if applicable, correct problem via computer). Failure to abide by the provisions of this Sub-Section 3 will result in forfeiture of stand-by compensation for that 24-hour period and may result in removal from standby assignment and/or disciplinary action.
5. To be eligible for First Responder Standby assignment an individual must: be certified by the Public Works Maintenance Manager, Water Utility Manager and Parks Superintendent as:
 - a. Having adequate knowledge of: traffic control protocols; sewer, water and irrigation systems; and operation of designated equipment to effectively perform as a First Responder to after-hours emergency situations; and,
 - b. Residing in a geographic location that allows for a response time as designated in Sub-Section 4. above.
6. The parties mutually agree that this program shall be formally evaluated annually. Said evaluation will include evaluation of the effectiveness of the program and such measurements as: a review of number of call-outs, response time, type of calls, ability of first responder to clear call without additional support, time to clear call, number of calls for additional support, response time for support personnel and any other measurements determined appropriate by the City.
7. The Union specifically acknowledges that the City maintains the sole and exclusive right to assign personnel to First Responder Standby and to determine the need for such assignment. Nothing contained in this Article 9, Section F shall create a duty upon the City to assign individuals to First Responder Standby nor

shall any individual have a right to be so assigned. The City agrees to meet and consult with the Union prior to any modification or termination of the First Responder Standby program.

ARTICLE 10 - VACATION

Except as modified herein, vacation shall be governed by Personnel Rule XI, Attendance and Leaves, Sec. 1a, Vacations - Miscellaneous Employees, which is outlined as follows:

Probationary employees shall be authorized to utilize accrued vacation time prior to conclusion of the probationary test period.

During the term of this MOU, the maximum vacation accrual shall be 360 hours. Effective September 30, 2012, the maximum vacation accumulation shall be 300 hours. Any hours in the members account on September 30, 2012, in excess of 200 hours shall be placed into a separate bank for future use.

It is the intent and purpose of this vacation policy that all unit members avail themselves of accrued vacation time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing requirements of any given department may periodically impact the ability of a unit member to utilize any or all of his/her annual vacation accrual.

Therefore, it is the policy of the City that no unit member may accrue greater than 360 vacation hours, until September 30, 2012, at which time no unit member may accrue more than 300 hours. Only in exceptional circumstances shall an employee be allowed to exceed the maximum vacation accrual. Any approval to accrue in excess of the accrual cap requires a written request from the Department Director to the City Manager stating that the employee will not be authorized to utilize vacation prior to reaching the accrual cap because of Department staffing requirements.

In the event one or more municipal holidays fall within an annual vacation leave, said holidays shall not be charged as vacation leave.

The times during the calendar year at which an employee may take his/her vacation shall be determined by the Department Director with due regard for the wishes of the employee, the employee's accumulated vacation credits, and with particular regard for the needs of the service.

Basic Plan - Upon appointment, vacation leave with pay shall be granted each regular employee at the rate of 80 hours each year (initial accrual commences the first of the month following the month of appointment).

Additional Vacation - Additional vacation leave with pay shall be granted each regular employee at the rate of 8 hours each year, beginning with the commencement of the employee's sixth (6th) anniversary.

Maximum vacation per year (basic plan plus additional vacation days) is 200 hours.

ARTICLE 11 - HOLIDAYS

Except as modified herein, holidays shall be governed by Personnel Rule XI, Attendance and Leaves, Sec. 7, Holidays of the Personnel Rules and Regulations of the City of Monterey Park which is outlined as follows:

Municipal offices and the Library with exception of the Delta Plant and the Police and Fire Department facilities, shall be closed on the following legal and local holidays. All designated holidays are nine (9) hours in duration or if a holiday lands on a Saturday or Sunday the employees holiday bank shall be credited eight (8) hours as described in the following paragraph.

Effective October 29, 2012 thru January 1, 2015, members shall be afforded twelve (12) holidays. One floating holiday will be discontinued in exchange for the City implementing holidays capped at nine hours credit. Any employees working a shift in excess of nine hours will use their vacation or holiday leave balance to account for their full shift for a holiday. The other holiday eliminated is the Day after Thanksgiving. Effective January 1, 2015, City Hall shall re-open Fridays as an 8 hour work day, implement a 9/80 work schedule and a 40 hour weekly work schedule will be restored.

If the holidays of Christmas, New Years, the 4th of July and Veterans Day land on a Saturday or a Sunday, employees will not be afforded a Thursday or a Monday off (for the Holiday itself and Christmas Eve and New Years Eve Holidays) but will be credited 8 hours towards their holiday bank for the duration of time City Hall is closed on Fridays. If the 4th of July and Veterans Day land on a Friday, employees will be afforded the preceding Thursday off. The regular holiday schedule is reinstated January 1, 2015, a 9/80 work schedule is implemented with a 40 hours' work week and Fridays return as a 8 hour work day.

New Year's Day	Veteran's Day
Martin Luther King Jr. Day	Thanksgiving Day
Washington's Birthday (3rd Monday in February)	
Memorial Day (Last Monday in May)	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

Effective October 1, 2012 Employees shall receive one floating holidays. Holiday hours shall be accrued during the pay period in which the holiday occurs. Effective July 11, 1998, employees in the classifications of Communications Supervisor, Communications Dispatcher, Police Records Supervisor, Police Clerk, and Jailer shall not be eligible for floating holidays.

Holiday hours may be accumulated to a maximum accumulation of eighty (80) hours. If the Holiday Bank should equal eighty (80) hours, then no holiday hours or cash equivalency shall be earned by said employee until the balance in their Bank is less than eighty (80) hours.

Consistent with the previous MOU's, Holiday usage may be deducted from either of the employee's two holiday banks that may exist.

Only in exceptional circumstances shall an employee be allowed to exceed the maximum holiday accrual. In no case shall an employee's request to accrue holiday in excess of the accrual cap be granted if the employee has not, within the fiscal year, taken advantage of the cash-out provisions of Article 12 of this MOU. Any approval to accrue in excess of the accrual cap

requires a written request from the Department Director to the City Manager stating that the employee will not be authorized to utilize holiday accrual prior to reaching the accrual cap because of Department staffing requirements.

Only those employees who hold probationary or regular appointments shall receive compensation for legal holidays. However, employees holding probationary or regular appointments must be in a paid status on both the work day prior to, and the work day following the holiday, in order to receive compensation for the holiday. An employee on vacation, sick, comp or other paid leave of absence is considered to be in a paid status and therefore, would receive compensation for the holiday.

Employees who are regularly scheduled to work on a holiday or who are assigned to work on a holiday because of a foreseeable City need for their services, shall receive time and one-half payment for the holiday worked and accrue eight (8) hours holiday time (i.e., Special Event requirements, parades, etc.).

Should a Holiday fall on an employee's regularly scheduled day off, that employee shall receive eight (8) hours holiday time subject to the maximum accrual provisions of this Article.

ARTICLE 12 - CASH OUT OF ACCRUED LEAVE

Effective October 1, 2012, represented members may elect to annually, during any calendar year, cash-out up to a total of sixty (60) hours accrued but unused vacation, and/or holiday time. Any cash-out of vacation accrual shall not cause the individual's accrual account to fall below a forty (40) hour minimum balance. Cash-out of accrued time shall be at the employee's option. Requests for cash-out are to be submitted in a manner prescribed by the City.

ARTICLE 13 - SICK LEAVE

Sick Leave shall be governed by Personnel Rule XI. Attendance and Leaves, Sec. 2, Sick Leave, which is outlined as follows:

Sick leave shall not be considered as a privilege which an employee may use at his discretion, but shall be allowed only in the case of necessity and actual sickness or disability incurred on or off the job.

Sick leave shall, be accumulated at the rate of eighty-eight (88) hours per year; 7.33 hours for each full month of service. There shall be no limitation on the number of sick leave days which an employee may accumulate during his tenure of employment.

In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor, prior to the time set for the beginning of his/her daily duties or as specified by the head of his/her department. A supervisor may require an employee to submit a health care provider's statement of illness or other satisfactory verification of illness after three days absence for illness. Following three days of absence, a supervisor may require of the employee that they submit a health care provider's certificate indicating that they are capable of returning to duty.

The City Manager may, at any time in order to receive further information with respect to the competency of the employee to perform his/her job duties, request such employee to submit to a medical examination, either physical or mental, at the expense of the City.

Refusal of an employee to submit to such medical examination will constitute insubordination and grounds for disciplinary action.

Sick Leave Reimbursement Plan

The City shall continue the plan for reimbursement of the unused balance of accrued sick leave as follows:

- A. Upon service retirement or the disability retirement of an employee, the City will pay to the employee the individual employee's accumulated sick leave accrual as of October 1, 2011 according to the following schedule:

0 – 5 years service	No Cash-Out
6 – 10 years service	50% cash-out
11 – 15 years service	75% cash-out
16 – 19 years service	90% cash-out
19+ years service	100% cash-out

On October 1, 2011, any existing sick leave balance in any employees account shall be placed in a separate leave bank. The hours in the bank shall be subject to the reimbursement provisions described above. For purposes of clarification, the above provisions will be referenced as Sick Leave Bank A.

Commencing on October 1, 2011, sick leave earned by bargaining unit members shall be capped at a maximum of 800 hours and Sick Leave Bank B will be created. Employees, who retire from the city with more than 10 total years of city service, beginning from the date of implementation of Sick Leave Bank B, shall be eligible to cash out sick leave from Sick Leave Bank B at the rate of 10 hours for each one full year (12 months) of city service. City service, for the purposes of determining hours eligible for cash out, shall be calculated beginning October 1, 2011.

- B. In addition, the City contracts with CalPERS for the Credit for Unused Sick Leave option (Section 20965). Any amount of sick leave accrual not taken as cash payment will be reported to CalPERS for calculation as additional service credit.
- C. Upon death of an employee prior to retirement, the City will pay to the employee's designated beneficiary the employee's accumulated sick leave accrual in an amount consistent with the schedule in paragraph A and B above.

Sick Leave Cash-Out Provision - Annual cash out of sick leave shall be discontinued effective October 1, 2011.

Catastrophic Leave Bank - Effective July 1, 2005, all regular employees covered by this Agreement will be enrolled in the Catastrophic Leave Bank as described in Administrative Policy 30-10. The City will annually contribute eight hours sick leave on behalf of each eligible

employee. Probationary employees are not eligible for participation in the Catastrophic Leave Bank program but will be enrolled upon completion of probation.

ARTICLE 14 - BEREAVEMENT LEAVE

Except as modified herein, bereavement leave shall be governed by Personnel Rule XI. Attendance and Leaves, Sec. 2a, Bereavement Leave.

Each employee covered by this agreement may be granted bereavement leave at the discretion of the employee's Department Director whenever death occurs to a member of the employee's immediate family.

Bereavement leave may not exceed three (3) working days per calendar year, however, if travel outside the State of California, or within the State of California, but extending beyond a distance of 300 miles from Monterey Park is necessary, bereavement leave may be extended to a total of five (5) working days per calendar year. Bereavement leave will be charged to a separate, paid leave account.

Immediate family for the purpose of bereavement leave shall include: spouse, father, father-in-law, mother, mother-in-law, child, stepchild, grandparents, grandchildren, brother, brother-in-law, sister, or sister-in-law of the employee.

ARTICLE 15 - EMERGENCY AND FAMILY SICK LEAVE

- A. An employee with regular status may be granted emergency sick leave or family sick leave whenever serious or other illness occurs to a member of the employee's immediate family.
- B. Emergency and family sick leave will be charged to sick leave rather than vacation.
- C. Immediate family, for the purpose of emergency or family sick leave, shall include: spouse, father, father-in-law, mother, mother-in-law, child, stepchild, grandparents, grandchildren, brother or sister of the employee.
- D. Serious illness, for the purpose of emergency sick leave, shall be defined as an emergency situation, in that the family member -- injured or ill -- requires hospitalization and/or immediate medical attention and treatment by a physician. The employee is expected to make suitable arrangements for the care of the injured or ill family member as soon as practicable following the actual emergency.
- E. Family illness shall be defined as a situation that requires an employee to take care of a family member who is ill or has a scheduled appointment with a health care professional.
- F. Should the need for family leave under the terms of this Article exceed six (6) working days per occurrence, the employee shall make application for leave under authority of the Family and Medical Leave Act (FMLA) and any continued approval for leave shall be governed by provisions contained therein.
- G. Except in an emergency situation, the employee shall notify her/his immediate supervisor prior to, or within two (2) hours after, the time set for the beginning of his/her daily

duties in order to receive compensation while absent on family or emergency sick leave. In an emergency, the employee shall report to the supervisor as soon as the emergency situation reasonably allows.

ARTICLE 16 - MILITARY LEAVE

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

An employee who is granted either a temporary military leave or other military leave while serving a probationary period must complete the remainder of the probationary period upon his/her reinstatement. The leave period will not reduce the length of the probationary period or offset any portion of the probationary period.

ARTICLE 17 - JURY DUTY

Except as modified herein, Jury Duty shall be governed by Personnel Rule XI, Attendance and Leaves, Sec. 3a, Jury Leave of the Personnel Rules and Regulations of the City of Monterey Park.

An employee of the City who is required to participate as a juror, required to participate in the jury selection process, or required to appear in court as a witness except as the litigant in the case, shall be paid up to and including ten (10) days of salary and benefits during each fiscal year while engaged in such activities. Compensation shall extend beyond ten (10) days only upon provision to the City of a certified court document showing that trial counsel and/or the court estimated the trial for which an employee has been selected as a juror, was to have been ten (10) days or less in duration.

Under such circumstances, the employee shall receive his/her regular salary while on such leave, provided that the employee remits to the City any payments or fees received as a juror or witness. The employee shall be allowed leave with pay during the period of such service. Where the employee is receiving his/her salary, any court or State jury fees, exclusive of mileage reimbursement, shall be remitted to the City by the employee.

The employee shall advise the Department Director or designee upon receiving a court order to appear for the initial examination as a prospective juror or subsequently to serve as a juror. The granting of such leave with pay shall be subject to the approval of the Department Director.

Jury duty service leave shall be governed pursuant to the guidelines contained in the attached Attachment C, Jury Duty Service Guidelines.

ARTICLE 18 - LEAVE OF ABSENCE WITHOUT PAY

Except as modified herein, Leave of Absence shall be governed by Personnel Rule XI, Attendance and Leaves, Sec. 4, Leave of Absence of the Personnel Rules and Regulations of the City of Monterey Park, which is outlined as follows:

Subject to concurrence from the Director of Human Resources/Risk Management, the Department Director may grant an employee leave of absence without pay for a period not to

exceed 10 working days. The City Manager may grant a regular employee leave of absence without pay for a period not to exceed ninety (90) calendar days. However, no such leave shall be granted unless the employee's Department Director recommends and the City Manager has approved said leave prior to its commencement date. Upon a showing of good and reasonable cause, the City Manager has authority to retroactively define an unauthorized non-paid leave of absence as being approved and sanctioned.

No such leave shall be effective except upon written request of the employee following exhaustion by the employee of all accrued paid leaves of absence (except sick leave - see below), including but not limited to vacation, holiday and compensatory time off. If the non-paid leave of absence is solely attributable to a medical condition which would allow the employee to utilize accumulated sick leave, then said sick leave shall be exhausted prior to the granting of any leave without pay status. However, those employees taking a non-paid leave of absence pursuant to the FMLA/CFRA are not required to use accrued compensatory time earned in lieu of overtime. Additionally, any such employee on a non-paid leave of absence pursuant to FMLA/CFRA, shall be required to use sick leave concurrently with said leave only if the leave is for employee's own serious health condition.

Except as otherwise provided for under the City's FMLA/CFRA policy, the City Council may authorize a regular employee to utilize leave of absence without pay for a period not to exceed the accumulated total of one hundred and eighty (180) calendar days during the entire term of the employee's service on behalf of the City. For example, if during an employee's length of service with the City, said employee has been granted an accumulated total of one hundred and eighty (180) calendar days of leave without pay, then said employee shall not be eligible for any additional leave without pay status for any duration of time.

The granting of a leave of absence without pay consistent with this policy shall be documented in writing by the City Manager and a copy of said documentation shall be filed with the Director of Human Resources /Risk Management.

In any instance where an employee is utilizing an approved leave of absence without pay for a period of time greater than fifty percent (50%) of a pay period, said employee shall accrue no leave benefits or seniority for the duration of time while in said status.

All requests for approval of leave without pay shall be initiated by the subject employee making said request in writing.

Maintenance of Insurance Benefits While on Non-Paid Leave of Absence - It shall be the policy of the City that when an employee maintains employment status but is in a non-paid leave of absence for a period greater than 30 days, then the City shall make no premium or other contributions necessary to maintain in force and effect, any or all insurance coverage for which an employee would be otherwise eligible. If such an employee desires to maintain any or all insurance benefits otherwise available to an employee during a non-paid leave of absence, then said employee shall be required to deposit any and all insurance premium payments with the Director of Management Services on the date that the City is otherwise required to remit insurance premium payments to the carrier. Each employee shall be advised in writing of this City policy at the commencement of the leave of absence without pay. There shall be no additional notices of said obligation provided to the employee.

ARTICLE 19 - INDUSTRIAL INJURY AND ILLNESS LEAVE

All full time employees shall be allowed for each injury or illness. normal salary for the first day of absence to, and including, the last day of absence for a period not to exceed 120 calendar days that occur within a 36 month period. Employees on IOD (Temporarily Totally Disabled (TTD) status in excess of two weeks will be considered to be on a regular Monday through Friday 40-hour work schedule. Upon return to work, the employee will be returned to her/his regular schedule, subject to the provisions of Article 35.

If the employee is still receiving temporary disability payments after entitlement to industrial injury or illness leave is exhausted, the employee shall be placed on regular sick leave, vacation leave, or accumulative compensatory time off. While TTD, the employee shall be entitled to use only so much of such other leave benefits (i.e. sick, vacation, comp., etc.), which when added to temporary disability payments, provide for a normal full day's wage or salary.

However, regardless of an employee being in receipt of benefits pursuant to Labor Code Section 4650 et. seq., the City shall be authorized to make application for said employee's disability retirement in those instances where the employee is either permanent, stationary and incapacitated for the performance of his or her duties, or in the alternative, where there is not a reasonable medical certainty that the employee, although not permanent and stationary, will recover to the extent necessary to perform the essential duties of his/her position regardless of whether or not any form of paid leave remains in the employee's various paid leave accounts.

During the time frame that an employee is on full paid leave, the employee shall continue to accrue all fringe benefits with the exception of holidays.

The granting of Industrial Injury and Illness Leave may be withheld until the City has accepted the injury or illness as being an industrial accident or a compensable injury.

ARTICLE 20 – HEALTH INSURANCE

A. Medical Insurance:

1. Effective November 1, 2012, the City agrees to increase the medical monthly premium contribution from \$775 to \$825 and effective July 1, 2013 the City agrees to increase the monthly premium contribution from \$825 to \$875 for each eligible employee, spouse and all eligible dependents. Should the amount of the premium for the minimum available employee only premium for an offered HMO plan exceed the City Contribution, then the City agrees to pay the full amount of the eligible employee's monthly premium (employee only coverage). The employee shall pay the amount of the total insurance premium that exceeds the medical insurance contribution of the City.
2. For bargaining unit members hired prior to January 1, 2012, the City agrees to pay \$340.00 toward the monthly premium of each eligible retired employee who has retired under the Public Employees' Retirement System or the Massachusetts Mutual Retirement Plan. The City also agrees to pay the full cost up to \$340.00 per month of a retired employee's premium for the plan which supplements and coordinates with Medicare. Should the amount of the premium for the minimum available single party premium (with Medicare Parts A and B if age 65+) for an

offered HMO exceed \$340.00, then the City agrees to pay the full amount of the eligible retiree's monthly premium (single party only coverage).

- a. Subject to the provisions of #2 above, effective January 2007, the maximum monthly City contribution for retirees who retired with twenty (20) or more years City service will be \$420.00. Those retirees who retired with less than twenty (20) years City service will continue to receive the maximum City contribution of \$340.00 per month.
3. Employees hired on or after January 1, 2008, must have a minimum of 5 years City service prior to retirement to be eligible for any City contribution toward medical coverage under this Article 20.
4. For bargaining unit members hired subsequent to January 1, 2012, the parties agree to establish an alternative, employee-paid retiree medical insurance funding mechanism, pursuant to IRS Code 501 (c)(9), also known as VEBA, or other similar program, to provide for post-employment medical coverage for eligible employees.
 - a. Should the City fail to implement, during negotiations for successor Memoranda of Understanding with all other recognized employee organizations, the same or similar modification to retiree medical insurance coverage, then the terms of this paragraph shall revert to the language of Section A.2 above.
 - b. During the term of this agreement the parties agree to the meet and confer process with regard to Article 20, Health Insurance, in its entirety. The subject matter of the meet and confer is to discuss the possibility of returning to CALPERS Health Insurance Plans, establishing an employee Premiums Only Cafeteria Plan, a retiree Health Reimbursement Account and issues of eligibility requirements for retiree medical insurance and the amount of City funding of retiree medical insurance premiums, and modifying the vehicle by which retiree medical insurance is made available, such as a Trust 115 Account.
5. The City shall provide a \$175.00 payment per month for an employee who waives City-paid medical coverage and can provide proof that they are enrolled as a dependent on a non-City employee's health insurance plan. Enrollment onto, and withdrawal from, City-paid medical is subject to the medical provider's policies.

B. Dental Insurance

The City shall pay a maximum total monthly amount up to \$60.00 per month toward the premium for dental insurance for each eligible employee and all eligible dependents. The employee shall pay the amount of the total insurance premium that exceeds \$60.00 per month.

C. Long Term Disability Insurance

The City shall provide each employee covered by this agreement a long-term disability insurance policy as in effect on January 1, 2007.

D. Life Insurance

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

E. Vision Coverage

1. Effective January 1, 2001, unit members will be eligible for the City's Vision insurance plan. Coverage shall be for the employee only and the City shall pay the full cost of the premium. The plan design will be: examination every 12 months, frame & lenses every 24 months. Deductible will be \$10.00/exam, \$20.00/frame and lenses.
 - a. Effective January 1, 2008, vision coverage as described above will be extended to include dependent coverage. The City will contribute up to \$10.00 per month toward the vision coverage premium. Should an employee elect to enroll dependents, all eligible dependents (defined as all dependents covered under the employee's medical or dental coverage) are to be enrolled.
 - b. Effective January 1, 2011, the City's contribution toward vision coverage will be \$16.00 per month.

ARTICLE 21 - EMPLOYEE ASSISTANCE PROGRAM

The City agrees to continue the Employee Assistance Program. Nothing herein shall obligate the City to continue the plan. The Union recognizes that the City has the sole right to determine the scope of the plan, the plan carrier/delivery organization, the funding of the plan, eligibility for the plan, voluntary employee contributions toward the plan, and the duration of the plan. The City agrees to meet and consult with the Union prior to implementing any change in the current Employee Assistance Program.

ARTICLE 22 - EDUCATIONAL ENROLLMENT COST REIMBURSEMENT

Effective October 29, 2012 educational costs shall be limited to two thousand dollars (\$2,000) annually per unit member for eligible reimbursement expenses as defined within this Article. Enrollment cost reimbursement is subject to approval by both the Department Director and Director of Human Resources /Risk Management. In rendering a reimbursement determination, the Department Director and Director of Human Resources /Risk Management shall consider whether or not the course(s) for which reimbursement is sought is related to the employee's then existing principal duties or may lead to enhancing promotional opportunities and the availability of funds for reimbursement purposes. No employee shall be entitled to reimbursement unless pre-course enrollment written authorization for reimbursement is received from the Department Director and Director of Human Resources/Risk Management. The reimbursement eligibility determinations described herein are not subject to any administrative or judicial appeal procedure

and the decision of the Department Director and Director of Human Resources /Risk Management shall be final.

- A. An employee must have completed their initial probationary period to be eligible for Educational Cost Reimbursement under this Article.
- B. Educational Enrollment Cost Reimbursement is established at a maximum level equivalent to California State University, Los Angeles tuition rates.
- C. An employee will be reimbursed up to twenty-five dollars (\$25.00) for books each semester or equivalent if he/she is enrolled in six (6) or less units; an employee will be reimbursed up to fifty dollars (\$50.00) for books each semester or equivalent, providing he/she is enrolled in seven (7) or more units. Reimbursement shall only be for books required for the course. All requests for reimbursement shall be accompanied by valid receipts.
- D. An employee who has received benefit under this Provision and who resigns from their employment with the City, shall reimburse the City for any educational enrollment cost reimbursement received in the twelve month period immediately preceding their date of resignation.

ARTICLE 23 - DEFERRED COMPENSATION PLAN

A deferred compensation plan will be made available to all members of the Union.

ARTICLE 24 - RETIREMENT BENEFITS

- A. Retirement benefits will be provided by a combination plan through the Public Employees' Retirement System (PERS) and the Massachusetts Mutual Life Insurance Company. Effective January 1, 2013, the City shall provide to newly hired employees, the PERS retirement formula known as 2% @ 62 with the average of the three (3) highest consecutive years of compensation. The current retirement formula is known as the "2.7% at Age 55 Plan."

Retirement benefits for service on and after April 3, 1976, will be provided by the Public Employees' Retirement System, except for employees who were age 55 or over on April 3, 1976.

Retirement benefits for service prior to April 3, 1976, will be provided by the Massachusetts Mutual Life Insurance Company. All employees who were age 55 or over on April 3, 1976, will be excluded from enrollment into the Public Employees' Retirement System and will receive retirement benefits for all approved service through Massachusetts Mutual Life Insurance Company.

- B. The 1959 Survivor's Benefit - Effective the City shall provide Level 4 Survivor's Benefit. Any resultant CalPERS cost increase designated as constituting "employee" costs for this benefit shall be borne by the employee.
- C. Credit for Unused Sick Leave Section 20965.

- D. One (1) year final compensation (12 highest paid consecutive highest months/Section 20042) for employees hired prior to January 1, 2013.

Effective November 1, 2003, Military Service Credit as Public Service (Section 21024).

ARTICLE 25 - PERS CONTRIBUTION

All bargaining unit members shall pay 100% of the employee's 8% share for the PERS retirement contribution.

ARTICLE 26 - SALARIES

Salaries of represented employees shall be adjusted according to the following manner:

- A. Commencing October 29, 2013, the City shall implement a 9/36 hour work schedule for with a 10 percent furlough for 18 months and City Hall shall be closed every Friday. Effective April 1, 2014 the City shall implement a 9.5/36 work schedule for with a 5 percent furlough for 9 months and City Hall shall be closed every Friday. Effective January 1, 2015, City Hall shall re-open Fridays as a work day, implement a 9/80 work schedule and a 40 hour weekly work schedule will be restored.
- B. Current salary ranges for represented employees are reflected in Attachment A, and are incorporated herein by this reference.

10-Step Merit Based Performance System

There shall be approximately two and one-half percent (2.5%) between each step of Steps 1 through 9 and approximately 5% between Steps 9 and 10.

Advancement within the 10-step salary range shall be subject to the terms and conditions as set forth herein:

- 1. Except as modified herein, all other existing rules governing salaries, step increases and performance ratings shall remain as provided for in Municipal Code Section 2.36.050 - Step Increase and 2.36.060 - Performance rating system for employees.
- 2. Municipal Code Section 2.36.050 (6), Step Increase, based upon prior practices, shall be interpreted as follows: Any employee receiving an unsatisfactory rating report under the performance rating system set forth in Section 2.36.060 shall be rated once each calendar month thereafter. The receipt by any employee of three consecutive unsatisfactory performance ratings shall be grounds for disciplinary action up to and including dismissal.
- 3. Advancement between steps may occur at intervals of no less than one (1) year. No multiple step increases may be granted. No newly appointed person shall be hired at Step 6 without prior approval of the City Manager. No newly appointed person shall be hired above Step 6 without prior approval of the City Council. Under no circumstances shall any newly appointed employee be hired at Step 10.

- a. Probationary Communications Dispatcher Trainees serving an eighteen-month probation may advance one step upon achieving a "meets job standards" evaluation at completion of 6 months service and one additional step upon achieving a meets job standards evaluation at completion of 12 months satisfactory service.
 - a. Should a Probationary Communications Dispatcher successfully complete training and be certified by the Chief of Police as qualified for advancement to Communications Dispatcher prior to completion of their initial eighteen-month period, they will be so advanced at the appropriate step of the Communications Dispatcher range and will complete the remainder of their probationary period in that classification. Future merit adjustments will be due annually based upon the employee's anniversary date of appointment to the Communications Dispatcher range.
4. Performance evaluations and consideration of merit adjustments shall be due annually on the employee's anniversary of the probationary appointment to his/her position classification. Any employee on a leave of absence (paid or unpaid) for more than thirty (30) days in a rating period shall have their annual review date adjusted accordingly.
5. Recommendations for step increases or denial of step increases must be accompanied by a performance evaluation to substantiate performance and must be approved by the Department Director prior to the supervisor reviewing the evaluation report with the employee. Any disagreement between the reporting supervisor and the Department Director should be resolved by a conference. If changes are agreed upon, a new report should be prepared. If changes are not agreed upon, the Department Director shall have the authority to prepare a supplemental to the evaluation report and said supplemental shall be attached thereto. The overall rating as approved by the Department Director shall be the determinative factor in any eligibility for merit step increase. Should the employee not agree with the rating granted by the supervisor, or Department Director, he/she may provide a written rebuttal indicating the area(s) of disagreement. Said rebuttal will be attached to the Appraisal and Development Report and become a part thereto. An Employee Appraisal and Development Report shall be completed and forwarded to the Human Resources Department prior to any department-approved increase being processed for payment. In order for employees to receive increases in a timely manner, the Report must be received by the Human Resources Department by the beginning of the pay period in which the increase is due. Any recommended merit increase will be effective the first of the pay period immediately following the employee's anniversary or annual review date as defined in Article 27(4) above.
6. Advancement from Step 1 through Step 5 shall be contingent upon receiving "meets standards" or better performance evaluations. Advancement above Step 5 and through Step 9 shall be contingent upon the employee receiving "exceeds standards" or better.
7. Advancement to Step 10 is both temporary and conditional upon achieving "outstanding" performance as determined by rules set forth by the City Manager. Sustained placement at Step 10 of the range is not guaranteed, but must be earned on an annual basis. Failure to achieve "outstanding" performance ratings in a succeeding year shall result in the employee's salary being returned to Step 9. Any such reversion shall not constitute disciplinary action or

the taking of property and no administrative or judicial appeal of the reversion is provided for.

- a. Although an employee may not appeal reversion from Step 10 to Step 9, the Department Director will meet with an employee prior to such action to allow the employee an opportunity to provide any comments that they believe pertinent. The meeting with the Department Director shall not be a formal evidentiary hearing but an informal discussion to review the proposed evaluation prior to it being finalized. An employee may request a representative of their choice to assist them during the meeting. The Department Director and/or the employee may request that the Director of Human Resources participate in any scheduled meeting.
8. Nothing in this Article shall prevent a supervisor from exercising management rights to suspend, reduce, demote, layoff, or terminate for cause an employee in accordance with City Personnel Rule XIII - Changes in Employment Status, or Rule XIV - Separation from the Service, or Rule XV - Disciplinary Proceedings.

ARTICLE 27 - UNIFORM ALLOWANCE

- A. Regular Employees - Employees who are required to wear uniforms and who receive a full clothing allowance pursuant to section B of this Article shall receive a uniform allowance credit of two hundred dollars (\$250) per fiscal year, and the City shall implement a retail/credit account program in said amount with a retail outlet to be determined by the City in lieu of cash payment of the uniform allowance.

Effective July 1, 2005, the uniform allowance credit program will be increased to \$300.00. The uniform allowance shall be used toward the purchase of standard clothing items which include the following:

1. Police Civilian Personnel: shirts, pants, skirts, sweater, field jacket, belts, patches, shoes and other required non-safety clothing or equipment as per the department's uniform policy and as approved by the City Manager.
 - a. Communications Dispatcher & Police Clerk: the initial full clothing allowance as described in #1 above will be provided to the employee following successful completion of their initial training period as determined by the Chief of Police. Prior to the initial issuance of a uniform, Police civilian personnel may elect to obtain uniform items from existing stock maintained by the Department, if any, or may elect to report in appropriate civilian attire.
2. Public Works Personnel: collared work shirts, work pants, belts, patches and other required non-safety clothing or equipment as per the department's uniform policy and approved by the City Manager. Jeans and T-shirts are not approved as uniform attire.
 - a. Personnel assigned to the Auto Shop and the Water Division, who are required to wear a uniform, shall not receive uniform allowance but, in lieu, uniforms shall be provided and maintained through a Uniform

Service vendor. Selection of Uniform Service vendor and uniform articles shall be at the sole discretion of the City.

3. Parks Personnel: collared work shirts, work pants, belts, patches and other required non-safety clothing or equipment as per the department's uniform policy and as approved by the City Manager. Jeans and T-shirts are not approved as uniform attire.
 4. Fire Prevention Bureau Personnel: shirts, pants/skirts, jacket or sweater, shoes and belt.
- B. Unit employees who are required to wear uniforms or who are provided with a uniform allowance or are required to wear safety gear or equipment must wear the uniform while on duty unless permission to do otherwise has been received from the immediate supervisor. Employees who are on duty and do not comply with uniform requirements shall be subject to disciplinary action.
- C. Probationary Employees - A probationary employee assigned to the Public Works, Parks, Fire or Police Department and who is required to wear a uniform and is eligible for uniform allowance credit, will be provided with the full clothing issue, (5 uniforms and 1 jacket for Public Works and Parks, 3 uniforms for non-sworn Police and Fire) at the time of his/her appointment. Probationary employees are not otherwise eligible for uniform allowance.
- D. If the employee leaves, either voluntarily or involuntarily during the one-year probationary period, \$300 will be deducted from his/her final paycheck to reimburse the City for the initial clothing issue.
- E. Uniform Replacement - An employee who damages or destroys his/her uniform while performing City services shall be reimbursed for the replacement cost of the uniform. This provision shall not be applicable to normal wear and tear on the uniform, nor shall it be applicable to items of a personal nature (non-uniform clothing, jewelry, wallets, watch, eyeglasses, etc.) An employee shall give the damaged or destroyed uniform to a supervisor prior to being authorized replacement cost.
- F. An employee terminating from City service will retain uniform items. However, the City identification patches shall be removed by the employee and turned in to the appropriate Department Director or Division Manager/Supervisor.
- G. Optional Clothing - Hats are not a required item of the uniform except where the Division or Department requires safety hard hats. However, an employee who is not required to wear a safety helmet may purchase and wear a poplin or wide brimmed (e.g. straw banded outback style) hat of a color to blend with his/her uniform. Any dispute as the appropriateness of an employee's hat selection will be submitted to the Department Director for her/his determination and such determination shall be final.
- H. Safety Boots - Employees whose position requires safety boots, including Animal Control Supervisor/Officers, per OSHA regulations, will be provided with one pair of safety boots per fiscal year. The City shall select the vendor and the quality of the boots to be provided. Safety boots will be available on August 1st of each fiscal year. The

maximum annual allowance for purchase of appropriate safety boots is \$175.00. Effective July 1, 2007, the maximum annual allowance shall be increased to \$200.00 (for Electrician, the maximum annual allowance shall be \$225.00).

In cases where the nature of the employee's duty assignment causes exceptional wear, the Department Director may, in his/her sole discretion, authorize the replacement of one pair of safety boots or one pair of uniform issue shoes. In no case shall an employee receive more than three pairs of safety boots or one additional pair of uniform shoes in any 24-month period.

ARTICLE 28 - SPECIAL ASSIGNMENT PAY

A. Bilingual Pay:

1. Unit employees who are assigned to the classification of Communications Dispatcher Trainee or Communications Dispatcher and are bilingual - English/Chinese Speaking (Mandarin and/or Cantonese) English/Spanish Speaking shall receive one hundred fifty dollars (\$150) per month bilingual skill pay in addition to his/her regular salary. All other Unit employees who are capable of speaking, interpreting and, on an occasional or sporadic basis, providing limited general translation for routine correspondence (i.e. constituent letters, resident suggestions/complaints, newspaper articles, etc.) in a foreign language as deemed useful by the City shall receive fifty dollars (\$50) per month bilingual skill pay in addition to his/her regular salary. The City shall establish qualifying tests to determine bilingual capability.
 - a. Employees who become eligible for bilingual pay on or after July 1, 2000, may be required to re-certify their eligibility every 4 years.
 - b. Should an employee fail the qualifying test, they must wait a minimum of 90 days before again applying for certification.
2. Effective upon implementation of this MOU, unit employees who are certified as bilingual pursuant to A1 above and are qualified to perform formal translation of City documents (i.e. forms, brochures, press releases, etc.) and are routinely requested to translate documents utilized in the conduct of City business for City departments, will receive, in addition to A1 above, fifty dollars (\$50) per month bilingual translation skill pay. The number of employees so qualified to translate in any language shall be determined at the sole discretion of the City. Employees may make application for translation certification through the Human Resources Department. The certification process shall consist of such tests as determined by the Human Resources Department. Re-certification will be required on a biennial basis.

B. Matron Pay: Police Clerks and Communications Dispatchers who are required to perform body searches on female prisoners, including pat downs, will receive \$20.00 per incident.

- a. Effective upon implementation of this MOU, the above per incident amount will be increased to \$30.00.

- C. **Dispatcher Training Officer Pay:** Experienced Communications Dispatchers who are certified by the Police Department to serve as "Dispatcher Training Officer" shall receive \$25.00 when assigned as Dispatcher Training Officer (DTO) for three or more shifts in any pay period. Development of Dispatcher Training Officer criteria and selection of individuals to serve as DTO's shall be at the sole discretion of the Chief of Police.
- a. Pursuant to the provisions of "C" above, effective upon implementation of this MOU, DTO pay will be increased to \$50.00 for three or more shifts in any pay period.
- D. **Lead Communications Dispatcher:** A qualified individual in the classification of Communications Dispatcher may, at the sole discretion of the Chief of Police, be assigned as "Lead Communications Dispatcher." An individual so assigned will receive a premium pay of \$250.00 per month for each month so assigned. Assigned individuals will be assigned duties within the division including, but not limited to, supervision, shift and training scheduling, preparation of performance evaluations, work activity reporting, etc. The Chief of Police shall have sole discretion in determining the selection process for determining appointment as Lead Communications Dispatcher. An individual so assigned shall serve at the discretion of the Chief of Police and may be removed from the Lead assignment with or without cause, with or without notice, and without right of appeal.
- E. **Lead Police Records Clerk:** A qualified individual in the classification of Police Records Clerk may, at the sole discretion of the Chief of Police, be assigned as "Lead Police Records Clerk." An individual so assigned will receive a premium pay of \$250.00 per month for each month so assigned. Assigned individuals will be assigned duties within the division including, but not limited to, supervision, shift and training scheduling, preparation of performance evaluations, work activity reporting, etc. The Chief of Police shall have sole discretion in determining the selection process for determining appointment as Lead Police Records Clerk. An individual so assigned shall serve at the discretion of the Chief of Police and may be removed from the Lead assignment with or without cause, with or without notice and without right of appeal.
- F. **Pesticide/Herbicide Applicator Premium** – Employees of the Public Works Department or Parks Division of the Recreation & Parks Department may be assigned, at the sole discretion of the Department Director, to receive a premium pay for performing tasks and duties associated with the application of pesticides and/or herbicides. In addition to any additional selection, training and/or reporting procedures established by the City, the following provisions will apply to any individual assigned to receive a pesticide/herbicide applicator premium:
1. Individuals will be selected at the sole discretion of the Department Director or his/her designee to be trained and assigned pesticide and/or herbicide applicator duties. The number of individuals selected shall be at the discretion of the Department Director but it is agreed that initially there shall be a minimum of nine eligible assignments in the Parks Division of the Recreation & Parks Department and five eligible assignments in the Public Works Department.
 2. Individuals selected to receive pesticide/herbicide applicator premium will receive appropriate training in compliance with State and Federal regulations prior to

performing pesticide and/or herbicide applicator duties.

3. An individual selected for pesticide/herbicide applicator premium shall be compensated at the rate of \$30.00 per month for all months so designated.
 4. Selection for, and removal from, receiving pesticide/herbicide applicator premium will be at the sole discretion of the Department Director. Receipt of premium pay for assignment of duties as Pesticide/Herbicide Applicator shall not create a property interest for continuation of the premium pay. An individual's selection for, and removal from, receiving Pesticide/Herbicide Applicator Premium will be based upon the needs of the City as determined by the Department Director.
 5. Individuals receiving Pesticide/Herbicide Applicator Premium may, at the direction of the City, be assigned to perform duties in either the Public Works Department or Parks Division of the Recreation & Parks Department. For example, an individual who is normally assigned to the Streets Division of the Public Works Department may be assigned to apply herbicide and/or pesticide as part of a work crew in the Parks Division of the Recreation & Parks Department.
 6. The Union specifically acknowledges that the City, subject to the provisions of Sub-Section 1. above, maintains the sole and exclusive right to assign personnel to receive Pesticide/Herbicide Applicator premium pay and to determine the need for such assignment. Nothing contained in this Article 28, Section D shall create a duty upon the City to assign individuals to Pesticide/Herbicide Applicator nor shall any individual have a right to be so assigned. The City agrees to meet and consult with the Union prior to any modification or termination of the Pesticide/Herbicide Applicator Premium Pay.
- G. Electrician Premium - The City of Monterey Park Water Division has a SCADA (Supervisory Control and Data Acquisition) system. An Electrician who possesses the following knowledge, skills and abilities will be eligible for a monthly premium of \$250.00:
1. Must be able to test, trouble-shoot and program Allen Bradley SLC 500 programmable controllers. Ability to build, install, troubleshoot, analyze and repair the SCADA system and its components. This would include the knowledge to read, decipher and modify the ladder logic programming that is associated with the Allen Bradley Controls for the SCADA system.
 2. Ability to tune PID Loops for the Foxboro Process Controls system. Must be able to test and calibrate PID loops using signal generator. A Foxboro Process Control Technology Certificate from the Foxboro Corporation would be satisfactory evidence of this skill.
 3. Must have the knowledge and experience to design and draw electrical circuitry using CAD Software and utilize this ability to provide electrical schematics that are current or up to date and to update recorded plans.
 4. Knowledge of National Electrical Code and Safety associated practices.
 5. Experience in medium voltage, 2300VAC circuitry. Also must be able to use high voltage test equipment and be familiar with Lockout/Tag out safety procedures.
 6. Extensive experience in AC and DC industrial controls.
 7. Experience in Variable Frequency Drives 480VAC 3 Phase.

8. Soft start starter experience is desirable.
 9. Must have a working knowledge of hydraulics valves and controllers and their components as it relates to the water industry.
 10. Must be computer literate in Microsoft Excel and Word.
 11. In addition to the above, an Electrician who possesses a Water Treatment Grade 1 (T1) certificate will receive an additional monthly premium of \$125.00.
 12. The Union specifically acknowledges that the City maintains the sole and exclusive right to certify personnel as eligible to receive electrician Premium and/or Water Treatment Grade 1 premium pay and to determine the need for such assignment. Nothing contained in this Article 28, Section G shall create a duty upon the City to assign individuals to receive this premium nor shall any individual have a right to be so assigned. The City agrees to meet and consult with the Union prior to any modification or termination of the Electrician Premium.
- H. Senior Code Enforcement Officer. A qualified individual in the classification of Code Enforcement Officer may, at the sole discretion of the Development Services Director, be assigned as "Senior Code Enforcement Officer." As individual so assigned will receive a premium pay of \$500.00 per month for each month so assigned. In addition to normally assigned duties as a Code Enforcement Officer, assigned individuals will serve in a supervisory capacity and be assigned duties within the division including, but not limited to: supervision; shift scheduling; preparation of performance evaluations; work activity reporting; ensuring compliance with Federal, State and local zoning, housing and property maintenance codes; providing direction, guidance, and support to other staff on complex inspections; assuming a leadership role for assigned projects; leading the activities of subordinates; implementing and scheduling training programs for staff; may make presentations to boards, commissions, committees and neighborhood associations and performs related duties as assigned. The Development Services Director shall have sole discretion in determining the selection process for determining appointment as Senior Code Enforcement Officer. An individual so assigned shall serve at the discretion of the Development Services Director and may be removed from the senior assignment with or without cause, with or without notice, and without right of appeal.
- I. Auto Mechanic Certification Pay.
1. Individuals in the classification of Equipment Mechanic will be eligible for certification premium in the amount of \$30.00 per month for each ASE Automotive/Light Truck Certification up to a maximum of 2 such certifications. The maximum certification pay under this Sub-Section 1. is limited to \$60.00 per month.
 2. Upon receipt of certification as an ASE-Certified "Master Automotive Technician," in lieu of the premium indicated in Sub-Section 1. above, the individual so certified shall be eligible for certification premium in the amount of \$100.00 per month.
- J. DHS Certification Pay. Individuals assigned to the Water Division of the Public Works Department shall receive \$60.00 per month certification pay for each current Department of Health Services (DHS) certification, up to a maximum of four certifications.
- K. A qualified individual in the Management Services Department, Finance Division, may, at the sole discretion of the Management Services Director, be assigned additional

responsibilities and duties as back up for payroll processing. An individual so assigned will receive a premium pay of \$300.00 per month for each month so assigned. An individual so assigned shall continue in that assignment at the discretion of the Management Services Director and may be removed from the assignment with or without cause, with or without notice, and without right of appeal.

- L. Lead Jailer: A qualified individual in the classification of Jailer may, at the sole discretion of the Chief of Police, be assigned as "Lead Jailer". An individual so assigned will receive a premium pay of \$250.00 per month for each month so assigned. Assigned individuals will be assigned duties within the division including, but not limited to, supervision, shift and training scheduling, preparation of performance evaluations, work activity reporting, maintaining jail supplies, etc. The Chief of Police shall have sole discretion in determining the selection process for determining appointment as Lead Jailer. An individual so assigned shall serve at the discretion of the Chief of Police and may be removed from the Lead assignment with or without cause, with or without notice, and without right of appeal.
- M. Senior Fire Safety Specialist: A qualified individual in the classification of Fire Safety Specialist may, at the sole discretion of the Fire Chief, be assigned as "Senior Fire Safety Specialist". An individual so assigned will receive a premium pay of \$500.00 per month for each month so assigned. In addition to normally assigned duties as a Fire Safety Specialist, the assigned individual will serve in a supervisory capacity and be assigned duties within the Fire Prevention Division including, but not limited to: supervision, shift scheduling, preparation of performance evaluations, work activity reporting, performing complex fire and life safety inspections of industrial and residential educational licensed health care facilities and of facilities that store and/or handle flammable, combustible, toxic corrosive and other hazardous materials; ensure compliance of projects and facilities with approved plans and national standards; review plans to ensure compliance with applicable codes; perform limited plan checking; providing direction guidance and support to other staff on complex inspections; assuming a leadership role for assigned projects; leading the activities of subordinates; implementing and coordinating the Fire Departments public education efforts and training programs for staff; may make presentations to boards, commissions, committees and neighborhood associations, and performs related duties as assigned. The Fire Chief will have sole discretion in determining the selection process for determining appointment as Senior Fire Safety Specialist. An individual so assigned shall serve at the discretion of the Fire Chief and may be removed from the senior assignment with or without cause, with or without notice, and without right of appeal.

ARTICLE 29 - PERSONNEL RULES AND REGULATIONS

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

ARTICLE 30 - UNIT MODIFICATION

A. Policy and Standards for Determination of Appropriate Units

The policy objectives in determining the appropriateness of units shall regard the effect

of a proposed unit on: (1) efficient operations of the City and its compatibility with the primary responsibility of the City and its employees to effectively and economically serve the public, and on (2) providing employees with effective representation based on recognized community of interest considerations. These policy objectives require that the appropriate unit shall be the broadest feasible grouping of positions that share an identifiable community of interest. Factors to be considered shall be:

1. Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.
2. History of representation in the City and in similar employment; except however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.
3. Consistency with the organizational patterns of the City.
4. Number of employees and classifications, and the effect on the administration of employer-employee relations because of the fragmentation of classifications and/or proliferation of units.
5. Effect on the classification structure and impact on the stability of the employer-employee relationship because of dividing a single or related classification among two or more units.

Notwithstanding the foregoing provisions of the Section, managerial, supervisory and confidential responsibilities, as defined in this Section, are determinative factors in establishing appropriate units hereunder. Therefore, such managerial, supervisory and confidential employees may not represent any employee organization which represents other employees and may not be represented by the same.

The Director of Human Resources /Risk Management shall, after notice to and consultation with affected employee organizations, allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate or delete modified classifications or positions, from units in accordance with the provisions of this Section.

The following definitions apply to this Section:

- a. "Appropriate Unit" means a unit of employee classes or positions, established pursuant to this Section.
- b. "Management Employee" means any employee having responsibility for formulating, administering or managing the implementation of City policies and programs.
- c. "Supervisory Employee" means any employee having authority, in the interest of the City, to hire, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

- d. "Confidential Employees" means any employee who assists and acts in a confidential capacity to person(s) who formulate, determine, and effectuate management policies in the field of employee relations and/or who has access in the course and scope of employment to any information that is or may be utilized in formulating such management policies.

B. Procedure for Modification of Established Appropriate Units

1. Requests by employee organizations for modification of established appropriate units shall be considered by the Director of Human Resources/Risk Management. Such requests shall be submitted in the form of a Recognition Petition and, in addition to the requirements set forth in Section 2.32.050, shall contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in (1) hereof. The Director of Human Resources/Risk Management shall process such petition as recognition petitions are processed under this Chapter.
2. The Director of Human Resources /Risk Management may on his/her own motion propose that an established unit be modified. The Director of Human Resources and Risk Management shall give written notice of the proposed modification(s) to any affected employee organization. Any affected employee organization, may, within seven (7) calendar days after service of notice, request a meeting with the Director of Human Resources /Risk Management by which to contest the proposal(s).

Not later than seven (7) calendar days after receipt of such request, the Director of Human Resources and Risk Management shall conduct such meeting at which time all affected employee organizations shall be heard. Thereafter, the Director of Human Resources/Risk Management shall determine the composition of the appropriate unit or units in accordance with Paragraph (1) of this Section, and shall give written notice of such determination by depositing the same in the mail, addressed to the affected employee organizations. The Director of Human Resources/Risk Management's determination may be appealed as provided in paragraph (3) of this Section. However, if a unit is modified pursuant to the motion of the Director of Human Resources/Risk Management, employee organizations may thereafter file Recognition Petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit or units pursuant to Section 2.32.050.

The "meeting" described herein shall be informal and shall consist of the participating employee organization providing verbal and/or written input regarding its position.

C. Appeals

An employee organization aggrieved by an appropriate unit determination of the Director of Human Resources /Risk Management pursuant to this Section may, within ten (10) calendar days of mailing by the Director of Human Resources /Risk Management of notice thereof, appeal such determination to the City Manager for final decision.

Appeals to the City Manager shall be filed in writing with City Manager's secretary and a copy shall be provided to the Director of Human Resources /Risk Management by the

appellant. The written appeal shall be received by the City Manager's secretary no later than ten (10) calendar days after the Director of Human Resources /Risk Management's decision was mailed.

A unit designated by the Director of Human Resources /Risk Management need not be "most appropriate" or "more appropriate," but need only be "appropriate." If "appropriate," then the City Manager shall affirm the Director of Human Resources /Risk Management's decision. If not "appropriate," then the City Manager shall determine which unit is "appropriate."

An employee organization's appeal shall state the complete basis for the appeal and shall be confined to a determination of whether or not the unit resulting from the Director of Human Resources /Risk Management's decision was "appropriate" pursuant to the guidelines of Paragraph 1, above. The City Manager shall conduct the appeal hearing within fifteen (15) calendar days of receipt of the appeal and shall issue his/her written decision within fifteen (15) calendar days after conclusion of the hearing. The City Manager's decision shall be served upon the appellant(s) by depositing the same in the U.S. mail, and shall be administratively final and binding.

- D. To the extent that any element of this Section is inconsistent with any other provision of this Chapter, the provisions of this Section shall prevail to the extent necessary to cause the Section to be operative.

ARTICLE 31 - ACTING ASSIGNMENTS

Acting assignments shall be filled in the following manner (to the extent that this Article is inconsistent with the City Personnel Rules, this Article shall prevail):

- A. Need for Acting Assignments. To assure the orderly performance and continuance of municipal services, the City may be required to temporarily upgrade employees on an acting basis to positions of a higher classification. For the purposes of this Article, it is understood that acting assignments may be required in order to temporarily fill position classification vacancies, which may exist for any of the following reasons:

1. A position classification is permanently vacant and is scheduled to be filled by a regular full-time employee and a limited period of time is required in order to proceed with and complete the normal appointment procedure.
2. A position classification is temporarily vacant although, permanently filled, because the regular employee is on an approved paid or unpaid leave of absence.

It is not the intent of the City to circumvent or avoid the normal employment or promotion process and therefore, the City shall make every possible and reasonable effort to fill vacancies in a most expeditious manner and to keep the need for such acting assignments to a minimum.

- B. Selection for Acting Assignments. The selection of an employee for acting assignments shall be at the sole discretion of the Department Director or his or her designee, taking into consideration the requirements of the position to be filled and the qualifications, job performance, and seniority of those employees eligible for the acting assignment. No

persons shall be appointed to an acting assignment either when on probation or into a position classification more than one (1) class level above his or her regular class in those instances where such an assignment would result in the acting employee being in a supervisory position in relation to an employee who is regularly the acting employee's supervisor. If a person is appointed to an acting assignment in a position classification more than one (1) class level above his or her regular class and if the acting position is filled, then the acting assignment shall terminate, and the employee restored to his/her regular position.

- C. Pay for Acting Assignments. Acting pay shall be authorized when an employee is acting in a higher-level position commencing with the start of the thirtieth consecutive working day that the employee is acting in the higher-level position. Acting pay shall be retroactive to the first day of the acting assignment. Acting pay shall be authorized at Step 1 of the position classification to which the acting assignment is made, provided that Step 1 is at least 5% higher than the base salary of the employee's regular assignment. If Step 1 is less than 5% greater, the acting appointment will be made at the first step which is greater than 5%, but is less than 10% above the base salary. No changes in employee benefits shall be granted to employees in acting assignments.
- D. Status of Employee in Acting Assignment. Time served in an acting assignment shall not be credited towards completion of a probationary test period in the acting position. Time served in an acting position shall not alter the employee's anniversary date. If the acting employee would have been eligible for a merit increase had the acting appointment not been made, then the employee shall remain eligible for such merit increase with the employee's performance in both the regular and acting positions being considered.
- E. Duration of Acting Assignment. Absent exigent circumstances, a position in the competitive service shall not be filled in an acting capacity for more than six (6) consecutive months. The City shall meet and consult with the Union prior to any extension of an acting appointment beyond six-months.

ARTICLE 32 - PROBATIONARY PERIOD

With the exception of Communications Dispatcher Trainee and Communications Dispatcher classifications, all employees who are newly hired or promoted shall serve a probationary period of twelve (12) months. Individuals appointed as Communications Dispatcher Trainee or initial hire Communications Dispatcher shall serve a probationary period of eighteen (18) months.

ARTICLE 33 – RE-OPENER

During the term of this agreement the parties agree to the meet and confer process as regards Article 20, Health Insurance, in its entirety. The subject matter of the meet and confer is to discuss the possibility of returning to CALPERS Health Insurance Plans, establishing an employee Premiums Only Cafeteria Plan, a retiree Health Reimbursement Account and issues of eligibility requirements for retiree medical insurance and the amount of City funding of retiree medical insurance premiums, and modifying the vehicle by which retiree medical insurance is made available, such as a Trust 115 Account.

ARTICLE 34 - PERFORMANCE EVALUATIONS

Except as modified herein, performance evaluations shall be governed by Municipal Code Chapter 2.36, Salaries, and Administrative Policy Number 30-05, issued on January 15, 1992 and as revised January 19, 1998.

The parties have met and conferred in good faith and reached agreement upon procedures for the development and issuance of performance evaluations. True and correct copies of the agreed upon procedures are contained herein as Article 26, Salaries, 10-Step Merit Based Performance System, Sections 1 through 8. Alleged violations of these procedures shall be grievable in accordance with procedures set forth in Article 8, Grievance and Disciplinary Appeal Procedure of this MOU. This provision shall not, in any way, be construed to allow the content of the performance evaluation to be grieved.

ARTICLE 35 - DUTY HOURS/ALTERNATIVE SCHEDULE

Except as modified herein, Duty Hours shall be governed by Personnel Rule XI, Attendance and Leaves, Sec. 5, Hours of Work, of the Personnel Rules and Regulations of the City of Monterey Park.

Commencing October 29, 2012, the City shall implement a 9/36 hour work schedule with a 10 percent furlough for 18 months and City Hall shall be closed every Friday. Effective April 1, 2014 the City shall implement a 9.5/36 work schedule with a 5 percent furlough for 9 months and City Hall shall be closed every Friday. Effective January 1, 2015, City Hall shall re-open Fridays as an 8 hour work day, implement a 9/80 work schedule and a 40 hour weekly work schedule will be restored.

1. Actual hours for City Hall operations and off-site facilities are to be determined at the sole discretion of the Department Director as approved by the City Manager.
2. The Department Director, at his/her sole discretion, shall retain the right to maintain an employee on a 5/40 schedule if she/he determines such schedule necessary for customer service.
3. Individual employee's hours will be scheduled at the sole discretion of the Department Director based on the needs of the Department.
4. Scheduling of an individual's "flex day" associated with the 9/80 schedule shall be determined at the sole discretion of the Department Director.
5. Department Directors shall have full latitude and authority to establish and/or change any individual's schedule depending on the needs of the Department.
6. "Holidays" are defined as nine (9) hours in duration or if a holiday lands on a Saturday or Sunday the employees holiday bank shall be credited eight (8) hours as described in the following paragraph.

If the holidays of the 4th of July and Veterans Day land on a Saturday or a Sunday, employees will not be afforded a Thursday or a Monday off (for the Holiday itself and Christmas Eve and New Years Eve Holidays) but will be credited 8 hours towards their

holiday bank for the duration of time City Hall is closed on Fridays. If Christmas, New Years, the 4th of July and Veterans Day land on a Friday, employees will be afforded the preceding Thursday off. The regular holiday schedule is reinstated January 1, 2015 and Fridays return as a 8 hour work day. An employee working on an alternative schedule will be required to use accrued time (with the exception of "sick time") to make up any difference between nine (9) hours holiday and the actual number of hours they are regularly scheduled to work that "holiday" day.

7. An employee will be required to utilize the exact number of hours associated with their schedule for any requested work shifts off (i.e., 9 hours for vacation, comp. sick, and/or holiday time).
8. Individual employees may request to maintain a 5/40 schedule (i.e. Monday - Friday). Decision of Department Director to grant or deny such a request is not subject to appeal or further review.
9. Effective upon implementation of this MOU, in addition to the 5/40 and 9/80 work schedule, other alternative schedules (e.g. 4/40 or 3/12) work schedules may be considered for unit members assigned to the Police Department and who work in divisions that are scheduled on a 24/7 basis. Any such consideration is subject to all the provisions listed above and a showing that such schedule positively impacts scheduling, overtime and productivity. Prior to implementation, implementing any alternative schedule is subject to the approval of the Chief of Police and concurred to by the City Manager. The Chief of Police and/or the City Manager shall have full discretion to approve, disapprove, continue or discontinue any alternative schedule (9/80, 4/40, 3/12) with or without cause and with or without notice.

ARTICLE 36 - ISSUES COMMITTEE

In the interest of fostering and continuing a spirit and atmosphere of harmonious employer-employee relationships, an issues committee shall be formulated for the purpose of meeting with the Director of Human Resources and Risk Management during the term of this MOU to discuss employee relations matters as they relate to the best implementation of this MOU. The recommendations of the Committee shall be advisory only and the Committee and Director of Human Resources and Risk Management shall meet at least semi-annually. Other members of the City's Executive Management team may be invited to attend. Additional meetings may be scheduled at the request of either party.

ARTICLE 37 - WRITTEN NOTICES TO RECOGNIZED EMPLOYEE ORGANIZATION

The City agrees to provide a copy of the agenda of all meetings of the City Council and the Personnel Board. Said notice will be mailed to the office of the Union and forwarded to a designated Union Representative or other member of the Union following publication of the final agenda.

ARTICLE 38 - GENERAL PROVISIONS

- A. This Memorandum shall not in any way interfere with the obligations of the parties hereto to comply with the State and Federal laws, or of any rule, regulation, or order

issued by such government authority pertaining to matters covered herein. If any provision, or provisions, of the Memorandum should be affected by State or Federal laws, or if any rule, regulation, or order issued by such governmental authority, or if any provision, or provisions, should be held invalid by a court of record, the remainder of the Memorandum shall not otherwise be affected thereby.

- B. The parties acknowledge that during the meeting and conferring in good faith, which resulted in this Memorandum, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of meeting and conferring, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity is set forth in this Memorandum.

Therefore, the City and the Union, for the life of this Memorandum, each voluntarily unqualifiedly waives the right, and each agrees, that the other party shall not be obligated to meet and confer with respect to any subject or matter referred to or covered in this Memorandum, or with respect to any subject or matter not specifically referred to or covered in this Memorandum, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they met and conferred or signed this Memorandum.

- C. The parties hereto agree to continue their long-standing policies in that there shall be no discrimination against any employee because of membership or non-membership in the Union, or because of race, color, creed, or national origin. The City further agrees that there shall be no discrimination against any employee because of race, age, sex, religious creed, color, physical disability, mental disability, medical condition, marital status, sexual orientation, national origin, ancestry and political/union activity.
- D. The parties hereto agree that this Memorandum cannot be modified, changed, and/or canceled in any way except by mutual consent of said parties in writing, or as set forth in Article 39. However, should the City grant a wage increase or modify benefits for any other Recognized Employee Group not contained in that group's existing memorandum of Understanding on or before the end of this Memorandum of Understanding, then the City agrees that said changes will be discussed between the parties hereto.
- E. Subject to the agreements reflected in side letters 1-8 contained in Attachment C, this agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior agreements, commitments, and practices.
- F. In the event, at the end of this contract, a new bargaining unit is formed and recognized by the City Council, then those classifications currently represented by the Union will be represented by the new bargaining unit.

ARTICLE 39 - TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be in effect for a basic term commencing October 1, 2012 and ending June 30, 2015, and shall continue in effect from year to year thereafter, unless or until terminated. This Memorandum may be terminated as of the end of the initial term or any subsequent contract period by either party giving written notice to the other not less than sixty (60) calendar days prior to the termination date. Any amendment to this Memorandum, in order

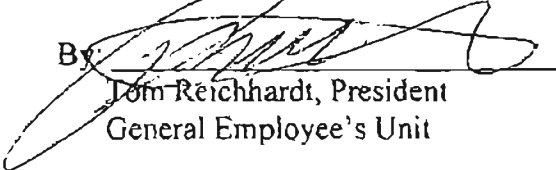
to be effective at the end of the basic term or any subsequent term, may be proposed by either party in a letter given to the other party at least sixty (60) days prior to the end of the basic term, or subsequent term, and a conference shall be held within thirty (30) days following the receipt of such notice. During such meeting and conferring, the Articles of the Memorandum shall continue in effect.

ARTICLE 40 - CITY COUNCIL APPROVAL

It is, however, the mutual understanding of all parties hereto that this Memorandum of Understanding is of no force or effect whatsoever unless or until ratified by the City Council of the City of Monterey Park. "Date of Implementation" shall be defined as the date the City Council ratifies this Memorandum of Understanding.

IN WITNESS HEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 17th day of October, 2012.

SERVICE EMPLOYEES' INTERNATIONAL
UNION, LOCAL 721.

By: 

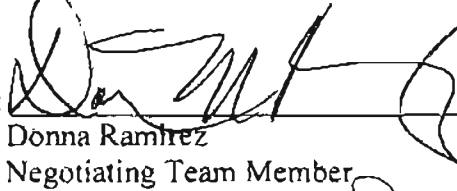
Tom Reichhardt, President
General Employee's Unit

By: _____

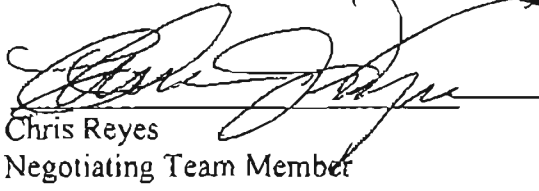
Robert Shearer, Vice President
General Employee's Unit

By: _____

Javad Sabokpey
Union Representative
SEIU Local 347

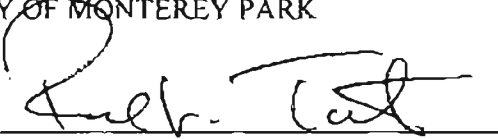
By: 

Donna Ramirez
Negotiating Team Member

By: 

Chris Reyes
Negotiating Team Member

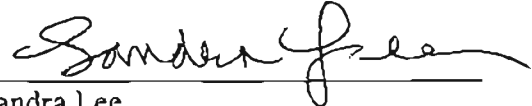
CITY OF MONTEREY PARK

By: 

Paul Talbot
City Manager

By: 

Tom Cody, Director
Human Resources & Risk Management

By: 

Sandra Lee
Human Resources Analyst

SEIU 2012-2015 SALARY TABLE

ATTACHMENT "A"

Effective date: 10/01/12 (no changes)

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Account Clerk	6	3257	3338	3422	3507	3595	3685	3777	3872	3968	4167
Accountant	34	4699	4816	4937	5060	5187	5316	5449	5585	5725	6011
Administrative Aide	11	4098	4201	4306	4413	4524	4637	4753	4871	4993	5243
Animal Control Officer	8	3553	3642	3733	3826	3922	4020	4120	4223	4329	4545
Animal Control Supervisor	13	4566	4680	4797	4917	5040	5166	5295	5427	5563	5841
Assistant Planner	14	4838	4959	5083	5210	5340	5473	5610	5750	5894	6189
Assistant Storekeeper	7	3392	3477	3564	3653	3744	3838	3934	4032	4133	4340
Associate Planner	43	5492	5629	5770	5914	6062	6214	6369	6528	6691	7026
Auto Shop Technician	22	3561	3650	3741	3834	3930	4029	4129	4233	4338	4555
Building Clerk	7	3392	3477	3564	3653	3744	3838	3934	4032	4133	4340
Building Codes Technician	7	3392	3477	3564	3653	3744	3838	3934	4032	4133	4340
Building Inspector	42	5411	5547	5685	5828	5973	6123	6276	6432	6593	6923
Building Trades Technician	29	4218	4323	4431	4542	4656	4772	4891	5014	5139	5396
Cement Finisher	25	3828	3924	4022	4122	4225	4331	4439	4550	4664	4897
Child Care Assistant	6	3257	3338	3422	3507	3595	3685	3777	3872	3968	4167
Child Care Coordinator	11	4098	4201	4306	4413	4524	4637	4753	4871	4993	5243
Civil Engineering Assistant	16	5253	5385	5519	5657	5799	5944	6092	6245	6401	6721
Civil Engineering Technician	13	4566	4680	4797	4917	5040	5166	5295	5427	5563	5841
Code Enforcement Officer	12	4324	4432	4543	4657	4773	4892	5015	5140	5269	5532
Communication Dispatcher	37	4464	4576	4690	4807	4927	5051	5177	5306	5439	5711
Communications Dispatcher Trainee	33	3689	3781	3876	3973	4072	4174	4278	4385	4495	4719
Community Participation Coordinator	15	5127	5255	5386	5521	5659	5801	5946	6094	6247	6559
Community Service Officer	45	3547	3636	3727	3820	3916	4013	4114	4217	4322	4538
Community TV Producer	11	4098	4201	4306	4413	4524	4637	4753	4871	4993	5243
Consumer Service Rep.	23	3989	4089	4191	4296	4403	4513	4626	4742	4860	5103
Crew Leader	29	4218	4323	4431	4542	4656	4772	4891	5014	5139	5396
Cross Connection Control Inspector	40	4970	5094	5221	5352	5486	5623	5763	5908	6055	6358
Dial-A-Ride Dispatcher	45	3547	3636	3727	3820	3916	4013	4114	4217	4322	4538
Dial-A-Ride Driver	17	2322	2380	2440	2501	2563	2627	2693	2760	2829	2971
Economic Develop. Specialist	16	5253	5385	5519	5657	5799	5944	6092	6245	6401	6721
Electrician	13	4566	4680	4797	4917	5040	5166	5295	5427	5563	5841
Equip. Serv. Specialist	22	3561	3650	3741	3834	3930	4029	4129	4233	4338	4555
Equipment Mechanic	29	4218	4323	4431	4542	4656	4772	4891	5014	5139	5396

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Evidence Officer	44	3830	3926	4024	4124	4227	4333	4441	4552	4666	4900
Financial Services Technician	12	4324	4432	4543	4657	4773	4892	5015	5140	5269	5532
Fire Prevention Permit Technician I	10	3897	3994	4094	4197	4301	4409	4519	4632	4748	4985
Fire Prevention Permit Technician II	12	4324	4432	4543	4657	4773	4892	5015	5140	5269	5532
Fire Safety Specialist	15	5127	5255	5386	5521	5659	5801	5946	6094	6247	6559
Irrigation Specialist	22	3561	3650	3741	3834	3930	4029	4129	4233	4338	4555
Jailer	3	3749	3843	3939	4038	4139	4242	4348	4457	4568	4797
Librarian	14	4838	4959	5083	5210	5340	5473	5610	5750	5894	6189
Library Circulation Services Supervisor	9	3718	3811	3906	4004	4104	4206	4311	4419	4530	4756
Library Clerk	6	3257	3338	3422	3507	3595	3685	3777	3872	3968	4167
Library Technician	9	3718	3811	3906	4004	4104	4206	4311	4419	4530	4756
Maintenance Worker	20	3389	3474	3561	3650	3741	3835	3930	4029	4129	4336
Park Maint. Worker	20	3389	3474	3561	3650	3741	3835	3930	4029	4129	4336
Park Maintenance Crew Leader	11	4098	4201	4306	4413	4524	4637	4753	4871	4993	5243
Park Maintenance Lead Worker	26	3922	4020	4120	4223	4329	4437	4548	4662	4778	5017
Permit Technician I	10	3897	3994	4094	4197	4301	4409	4519	4632	4748	4985
Permit Technician II	12	4324	4432	4543	4657	4773	4892	5015	5140	5269	5532
Plan Checker	41	5794	5938	6087	6239	6395	6555	6719	6887	7059	7412
Police Administrative Assistant	9	3718	3811	3906	4004	4104	4206	4311	4419	4530	4756
Police Clerk	4	3292	3375	3459	3546	3634	3725	3818	3914	4012	4212
Police Officer Recruit	1S(1)	4289									
Police Records Management Technician	12	4324	4432	4543	4657	4773	4892	5015	5140	5269	5532
Pool Maint. Worker	20	3389	3474	3561	3650	3741	3835	3930	4029	4129	4336
Program Coordinator	11	4098	4201	4306	4413	4524	4637	4753	4871	4993	5243
Public Works Inspector	35	4840	4962	5086	5213	5343	5477	5613	5754	5898	6193
Public Works Technician	11	4098	4201	4306	4413	4524	4637	4753	4871	4993	5243
Revenue Collection Specialist	46	2954	3027	3103	3181	3260	3342	3425	3511	3599	3779
Secretary (non-conf)	10	3897	3994	4094	4197	4301	4409	4519	4632	4748	4985
Senior Account Clerk (non-conf)	10	3897	3994	4094	4197	4301	4409	4519	4632	4748	4985
Senior Clerk Typist (non-conf)	6	3257	3338	3422	3507	3595	3685	3777	3872	3968	4167
Senior Library Clerk	8	3553	3642	3733	3826	3922	4020	4120	4223	4329	4545
Senior Maintenance Worker	33	3689	3781	3876	3973	4072	4174	4278	4385	4495	4719
Sr. Water Production System Operator	40	4970	5094	5221	5352	5486	5623	5763	5908	6055	6358
Storekeeper/Buyer	10	3897	3994	4094	4197	4301	4409	4519	4632	4748	4985
Support Services Superv.	15	5127	5255	5386	5521	5659	5801	5946	6094	6247	6559
Water Distribution Crew Supervisor	40	4970	5094	5221	5352	5486	5623	5763	5908	6055	6358

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Water Distribution Lead Worker	27	4289	4396	4506	4618	4734	4852	4974	5098	5225	5487
Water Production System Operator	27	4289	4396	4506	4618	4734	4852	4974	5098	5225	5487
Water Utility Maintenance Worker	21	3620	3711	3803	3898	3996	4096	4198	4303	4411	4631

PERSONNEL SYSTEM RULES AND REGULATIONS

RULE XV. DISCIPLINARY PROCEEDINGS

Sec. 1 Disciplinary Action:

Disciplinary action may be imposed upon any employee in the competitive service for any of the causes set forth in this Rule. For the purpose of this section, "disciplinary action" (hereafter "action") shall mean suspension without pay for a period not in excess of thirty (30) calendar days, reduction in class or position, or any combination thereof, or dismissal from the service.

Sec. 2 Cause for Disciplinary Action:

Any of the following shall be cause for the imposition of disciplinary action:

- a. Incompetence or inefficiency in the performance of the employee's duties;
- b. Insubordination;
- c. Inattention to or dereliction of duty;
- d. Discourteous, abusive, or threatening treatment of the public or other employees;
- e. Failure to disclose material facts or the making of any false or misleading statement on any application, examination form, or other official document of the city;
- f. Appearing for work under the effects of alcohol or drugs or using alcohol or drugs illegally while on duty;
- g. Negligent or willful conduct by an employee which results in, or causes, damage to public property or waste of public supplies;
- h. Conduct during or outside duty hours which casts discredit on the service or the City or which may reasonably be expected to result in casting such discredit on the service or the City;
- i. Garnishment of earnings for more than one indebtedness;
- j. Absence without leave;
- k. Excessive unexcused absences or tardiness;

- l. Failure to report for physical or mental health examination after due notice;
- m. Dishonesty;
- n. Soliciting, taking or accepting a fee, gift, or other thing of value in the course of the employee's work or in connection with it;
- o. Habitual drunkenness;
- p. Addiction to the use of narcotics;
- q. Final conviction of any criminal offense involving moral turpitude. A plea or verdict of guilty, or a plea of nolo contendere shall be deemed to be a final conviction within the meaning of this Section;
- r. Violation of any lawful or official regulation or order; and
- s. Violation of the provisions of the Municipal Code of these Rules.

Sec. 3 Imposition of Disciplinary Action:

Such action may be imposed upon an employee only as follows:

- a. The Department Head shall give written notice to the employee and the City Manager of the cause or causes for such action, together with a narrative statement of the facts purporting to establish the basis for the action as proposed;
- b. The City Manager shall conduct an informal hearing to allow the Department Head and the employee to present any competent and relevant evidence tending to prove or disprove the facts upon which the action is based, and shall give at least 10 days written notice of such hearing to the employee.
- c. Thereafter, based upon the evidence so presented, if the City Manager finds that there is substantial evidence to support the charges as made, and that based thereon, the disciplinary action proposed is warranted, he shall approve the same; provided that the City Manager may modify the same, based upon the evidence presented, by increasing or decreasing the severity of the action as proposed.

The City Manager shall give the employee, Department Head, and Personnel officer written notice of his decision, which shall be final and conclusive in the absence of an appeal, taken in the time and manner hereinafter provided.

Sec. 4 Appeals:

An employee as to whom disciplinary action has been taken shall have the right to appeal the City Manager's decision to the Personnel Board, in the time and manner

hereinafter set forth. All such appeals shall be in writing and shall be filed with the Personnel Officer on or before 5:00 p.m. of the 10th day following the giving of notice of the City Manager's decision. For the purpose of this Rules, the date of the "giving of notice" shall be either the date of personal service upon the employee, or the date that such notice was placed in the course of transmission of the United States Postal Service. Failure for any reason to file an appeal within the time permitted shall be conclusively deemed to be an acceptance of the City Manager's decision.

Upon receipt of a timely appeal, the Personnel Officer shall set the matter for hearing before the Personnel Board, as expeditiously as is possible and shall give the appealing party and any other person requesting the same, written notice of the time and place of the hearing to be held before the Personnel Board upon such appeal.

Sec. 5 Action of the Board:

At the time set for such hearing, the Board, de novo, shall hear and consider the evidence presented on behalf of the appointing authority which purportedly constitutes the grounds for the disciplinary action taken. The employee shall be given the right of cross-examination of any witness so called. Therefore, the employee shall be given a reasonable opportunity to present any competent and relevant evidence and be heard, personally or through an attorney or other person, employed at such employee's expense, in a representative capacity.

Proceedings before the Board need not be conducted in strict conformity with the rules of evidence as applied in a court of law, but all parties shall observe the substance of the rules of evidence, to the end that the matter may be fully heard and determined upon reliable evidentiary matter.

The City Attorney shall rule on all questions pertaining to procedure, in connection with hearings held before the Board, provided that the Board shall retain the right to overrule the City Attorney on any determination made by him, by a majority vote.

In all such appeal hearings, the burden of proof shall be upon the employee to show that the action taken was arbitrary, unreasonable, capricious, or not in accordance with these Rules and other applicable laws.

The Board, after hearing, shall affirm, reverse or modify the decision appealed from, provided, however, that the Board shall not increase the severity of the penalty imposed by the City Manager. The Secretary of the Board shall give written notice to the employee, the City Manager, and the Department Head of its determination. Such determination shall be final and conclusive.

RESOLUTION NO. ____

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEAR 2012-2015 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK CONFIDENTIAL EMPLOYEES' ASSOCIATION.

The City Council for the City of Monterey Park does resolve as follows:

SECTION 1: The City, acting by and through its City Council appointed negotiation team, and representatives of the Monterey Park Confidential Employees' Association (CEA), a duly recognized employee organization representing the City of Monterey Parks Confidential Employees' Association Employees, met and conferred in good faith and fully communicated and exchanged information concerning wages, retirement funding, hours, and the terms and conditions of employment for contract year 2012-2015.

SECTION 2: The appointed representatives of the parties agreed on certain matters as stated in the attached MOU and recommended that the City and the Union implement those agreements.

SECTION 3: CEA indicated its acceptance of the attached MOU.

SECTION 4: The City Council approves the Memorandum of Understanding for Contract Year 2012-2015 between the City of Monterey Park and the Monterey Park Confidential Employees' Association (CEA), which is attached as Exhibit "A" and incorporated by reference.

SECTION 5: The City Manager is authorized to execute the MOU on the City's behalf.

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

SECTION 7: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED AND ADOPTED this 17th day of October, 2012.

Mitchell Ing
Mayor, City of Monterey Park

ATTEST:

David Barron, City Clerk

Approved as to form:
MARK D. HENSLEY, City Attorney

By: _____



MEMORANDUM OF UNDERSTANDING
between
THE CITY OF MONTEREY PARK, CALIFORNIA
and
THE MONTEREY PARK CONFIDENTIAL EMPLOYEES ASSOCIATION

October 1, 2012 – June 30, 2015

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between
THE CITY OF MONTEREY PARK, CALIFORNIA
and
THE MONTEREY PARK CONFIDENTIAL EMPLOYEES ASSOCIATION

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MEMORANDUM OF UNDERSTANDING
between
THE CITY OF MONTEREY PARK, CALIFORNIA
and
THE CONFIDENTIAL EMPLOYEES ASSOCIATION

TERM: October 1, 2012 – June 30, 2015

PREAMBLE

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

ARTICLE 1: SCOPE OF MEMORANDUM OF UNDERSTANDING

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

ARTICLE 2: RECOGNITION

The City hereby acknowledges the Monterey Park Confidential Employees Association as the representative for the Confidential employees of the City of Monterey Park, California, for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.

This Memorandum shall cover all Confidential employees as outlined in Addendum A.

ARTICLE 3: CITY RESPONSIBILITIES AND RIGHTS

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

operations; to determine and change methods of operations; to determine and change, at its sole discretion, the number of locations, relocations and types of operations and the processes and materials to be employed.

- B. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management's rights shall impact on employees of the bargaining unit, the City agrees to meet and confer with representatives of the Association, upon request by the Association, regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding, Personnel Rules and Regulations or Salary Resolutions.

ARTICLE 4: EMPLOYEE AND/OR EMPLOYEE REPRESENTATIVES

- A. During the life of this Memorandum, all employees, as described above in Article 2, shall have the right to join the Monterey Park Confidential Employees Association, or to refuse or refrain from joining said organization.
- B. Subject to Section F, below, members of the Association may, by any reasonable method, select four (4) employee members to meet and confer with the City Representative Committee or other management officials on subjects within the scope of representation during the regular duty or work hours, without loss of time, provided:
 - 1. That no employee representative shall leave duty, work station or assignment without specific approval by an authorized departmental management official.
 - 2. That any such meeting is subject to scheduling by an authorized departmental management official so as to avoid interference with, or interruption of, assigned work schedules or work performance.
- C. The City will deduct dues and/or initiation fees from those employees who voluntarily sign and have submitted to the City the necessary authorization cards.
- D. Deductions, as authorized in writing by the employee, shall be deducted from earned wages on each payday of each month. The City shall forward to the Monterey Park Confidential Employees Association, at each pay period, all dues and/or initiation fees deducted from the employees.
- E. Representatives of the Association, after permission by the Department Director or his/her designated representatives may enter City properties for the sole purpose of transacting business of the Recognized Employee Organization; provided, however, that such business does not interfere with the work or training of the employees or City operations. If, however, said parties are not available, then permission must be obtained from the City Manager or his designated representative.

- F. Pursuant to Government Code Section 3505.3, the City shall allow a reasonable number of City employee representatives of the Association reasonable time off without loss of compensation or other benefits when formally meeting and conferring with representatives of the City on matters within the scope of representation. Therefore, the parties agree that no more than four (4) Association representatives shall be deemed a reasonable number of representatives that shall be provided reasonable time off to engage in the meet and confer process with representatives of the City. However, the Department Director(s) or his/her designee(s) has authorization to deny use of release time by any Association representative when, in the sole judgment of the Department Director(s), release of the representative(s) may reasonably be expected to cause or contribute to an unreasonable delay in the provision of services on behalf of the Department.
- G. Release of representatives of the Association to participate in non-meet and confer activities of the Association, such as grievance representation and participation in Association meetings during scheduled work hours shall be governed by the release rules and regulations set forth in paragraph F, above. However, City representatives may confine non-meet and confer related release time to less than four (4) Association representatives. The number of employees to be released in such circumstances shall be at the sole discretion of the City representative.
- H. Any Association representative validly participating in Association activities during the employee's scheduled hours of work shall suffer no deduction in compensation as a result of participation in the Association activities. However, participation in Association activities shall not be considered as time worked and shall not entitle any Association representatives to overtime or other compensation in excess of that regularly paid to the employee.
- I. A written list of the Officers of the Association and the Employee Representatives shall be furnished to the Director of Human Resources and Risk Management immediately after their designation and the Association shall notify the Director of Human Resources and Risk Management promptly in writing of any changes of such Officers or Representatives.

ARTICLE 5: COMMUNICATIONS

Space shall be provided on City bulletin boards for the posting of the following notices of immediate concern to the employee organization members including, but not limited to, the following:

- 1. Association recreational and social activities.
- 2. Association election notices and results.
- 3. Association meetings and events.

ARTICLE 6: CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

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

ARTICLE 7: GRIEVANCE PROCEDURE

Except as modified herein, the Grievance Procedure shall be governed by Personnel Rule XV, Disciplinary Proceedings, Sec. 6, Grievances, of the Personnel Rules and Regulations of the City of Monterey Park which is outlined as follows:

The presentation and hearing of all employee grievances shall be governed by the following rules:

- A. A grievance shall be defined as an alleged violation by an employee of a specific provision of this Memorandum of Understanding, the City Personnel Rules and Regulations, Rules and Regulations validly propagated by any department within the City, or State Law governing conditions of employment. The grievance procedure shall not be utilized by an employee to contest the content of a performance evaluation, verbal or written reprimands or other documentation regarding the employee's work performance yet which is not defined as "disciplinary action" by Rule XV of the City Personnel Rules and Regulations.

Discipline shall be imposed in such a manner as to not violate the FLSA as regards "exempt" employees.

- B. All grievances shall be filed in writing with the immediate supervisor of the person aggrieved within fifteen (15) calendar days after the employee knows, or in the exercise of reasonable diligence, would have known, of the occurrence in question.
- C. Written notice of disposition of the grievance shall be filed with the next higher administrative authority by the supervisor with whom the grievance was originally

filed. Such notice shall be filed within fifteen (15) calendar days of the original filing of the grievance.

- D. If satisfactory redress is not obtained by the employee from the immediate supervisor, the grievance may be appealed in writing through the normal administrative organization: that is, first to the Division Chief; second, the Department Director and third, the City Manager. In each case a written notice of disposition must be forwarded to the grievant and to the next higher authority within fifteen (15) calendar days of receipt.
- E. The City Manager shall be the final authority in all cases except those in which a violation of the Personnel Ordinance or Rules is alleged. The City Manager shall forward notice of disposition of such grievance to the grievant within fifteen (15) calendar days of receipt.
- F. In the case of those grievances in which a violation of the Personnel Ordinance or Rules is alleged, an employee may appeal to the Personnel Board after the procedures set forth above have been exhausted.

Such appeals will be filed in writing with the Director of Human Resources and Risk Management who will cause them to be brought to the attention of the Board. The Board will review such appeals and determine whether an investigation and/or hearing should be held. This preliminary consideration of an appeal will not constitute a hearing by the Board. Within ten days after concluding a hearing pursuant to this section, the Personnel Board shall certify its findings and decision in writing to the City Council, to the City Manager, and to any other official from whose action the appeal is taken, and to the affected employee.

Recommendations by the Board for redress of grievances will be addressed to the City Manager and shall be advisory in nature.

ARTICLE 8: OVERTIME

Except as modified herein, overtime for eligible non-exempt managers/supervisors shall be governed by Personnel Rule V. Compensation, Sec. 3 Overtime, Sec. 3a General Government Employees, of the Personnel Rules and Regulations of the City of Monterey Park which is outlined as follows:

- A. Work Period Defined - Work performed in excess of forty (40) hours per work period shall be classified as overtime work. A work period is a regular recurring period of 168 hours in the form of seven consecutive 24-hour periods.
 - 1. The work period for employees working a regular 5/40, Monday through Friday schedule begins on Saturday at 0001 hours and terminates at the end of the following Friday at midnight. Work performed during the work period includes vacation, sick leave, holiday, and compensatory time off, provided

that they do not fall within a workday when work is actually performed. A workday is a regular recurring period of eight hours within a twenty-four hour period. For shift workers, the work period shall be defined in such a manner as to comply with FLSA work period requirements.

2. The work period for employees working a "9/80" work schedule shall be defined in such a manner as to comply with FLSA work period requirements. The "9/80" schedule provides 80 scheduled hours in a 14 day (two week) cycle where (1) one week the employee works four 9-hour work-days and one 8-hour work-day, and (2) the subsequent week consists of four 9-hour work-days with one day off. The work period for FLSA overtime purposes shall be established as four hours into the shift of the eight-hour day and in such a manner that no consecutive seven-day (168 hour) period shall exceed 40 hours. Management shall maintain the right to schedule employees' workdays, start and end times, and establish FLSA work periods.
- B. Overtime worked shall be compensated by either compensatory time off at a time requested by the employee, and agreed to by the Department Director, equal to one and one-half times the time worked or by cash payment of one and one-half times the employee's hourly rate.
 - C. Accumulated compensatory time off in excess of forty (40) hours will be paid off in cash on the first payroll date following December 1 of each year.
 - DE. Non-Exempt employees who are regularly scheduled to work on a holiday or who are assigned to work on a holiday because of a foreseeable City need for their services, shall receive time and one-half payment for the holiday worked and accrue eight (8) hours holiday time (i.e., Special Event requirements, parades, etc.). Exempt employees who are assigned to work on a holiday shall receive straight time pay in addition to accruing 8 hours holiday time.

ARTICLE 9: ADMINISTRATIVE LEAVE

- A. Administrative leave shall only be given to positions that are FLSA exempt and are, therefore, not eligible for overtime.
- B. During the term of this agreement, FLSA exempt employees who are regularly required to attend evening meetings or work additional hours shall receive 40 hours each July 1st of Administrative Leave in addition to flex time for extraordinary assignments. Administrative Leave shall have no monetary value, nor shall it be carried over from one fiscal year to the next.
- C. The times during the fiscal year at which an employee may take his/her administrative leave shall be determined by the Department Director with due regard for the wishes of the employee and the needs of the service. Eligibility for this leave shall not be predicated upon first having all vacation and sick leave exhausted.

Administrative leave may be utilized at any time during the fiscal year.

- D. Employees requesting to utilize their administrative leave shall complete a Leave of Absence request form and forward the approved form to payroll. The Management Services Department shall maintain records of accrued administrative leave hours and the Human Resources Department shall maintain records of FLSA exempt employees eligible to earn or utilize administrative leave time in conformity with the guidelines set forth within this Article.

ARTICLE 10: VACATION

- A. Accrual of, and eligibility to utilize, vacation shall commence upon date of employment.
- B. Earned vacation shall not be accumulated in excess of 500 hours.
 - 1. Effective September 30, 2012, earned vacation may not be accumulated in excess of 300 hours.
 - a. Effective September 30, 2012, any accumulated vacation in excess of 200 hours shall be placed into a second bank and no further accumulation shall accrue in that second bank.
- C. It is the intent and purpose of this vacation policy that all unit members avail themselves of accrued vacation time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing requirements of any given department may periodically impact the ability of a unit member to utilize any or all of his/her annual vacation accrual. Therefore, it is the policy of the city that no unit member may accrue greater than 500 vacation hours (300 hours as of September 30, 2012. Upon accrual of 500 vacation hours (300 hours after September 30, 2012), no unit member shall accrue any additional vacation hours nor be compensated for any vacation hours in excess of 500 (300 hours after September 30, 2012) unless and until utilization of accrued vacation time results in the employee's vacation account totaling less than 500 hours in their current vacation accrual bank (300 hours after September 30, 2012).
- D. In the event one or more municipal holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave.
- E. The times during the calendar year at which an employee may take his/her vacation shall be determined by the Department Director with due regard for the wishes of the employee, the employee's accumulated vacation credits, and with particular regard for the needs of the service.
- F. At the sole discretion of the City Manager, special consideration may be given to an employee's written request to accumulate vacation credits in excess of the maximum

allowable vacation balance of 500 hours (300 hours after September 30, 2012). Only in exceptional circumstances shall an employee be allowed to exceed the maximum vacation accrual. Any approval to accrue in excess of the accrual cap requires a written request from the Department Director to the City Manager stating that the employee will not be authorized to utilize vacation prior to reaching the accrual cap because of Department staffing requirements.

- G. Basic Plan - Upon commencement of employment, vacation leave with pay shall be granted each regular employee at the rate of 80 hours each year.

Additional Vacation - Additional vacation leave with pay shall be granted each regular employee at the rate of 8 hours each year, beginning with the commencement of the employee's sixth (6th) anniversary. Maximum vacation per year (basic plan plus additional vacation days) is 200 hours.

ARTICLE 11: SICK LEAVE

- A. Sick leave with pay shall be granted to every full time employee (excluding a per diem or hourly employee) who has been continuously employed for a period of time in excess of 30 days. Such sick leave shall be granted by the appointing authority at any time after 30 days of employment at the rate of one workday for each full calendar month of continuous employment with the City, including time served in a probationary status.
- B. Sick leave shall not be considered as a privilege, which an employee may use at his/her discretion, but shall be allowed only in the case of necessity and actual sickness or disability incurred on or off the job.
- C. Sick leave shall be accumulated at the rate of 7.33 hours for each full month of service, or 88 hours per year.
1. Effective October 1, 2011, no unit member shall accrue sick leave in excess of 800 hours.
 2. In those instances where an employee has accumulated sick hours on or before October 1, 2011, the employee shall be subject to two (2) separate sick leave banks. The first sick leave bank (Bank No. 1) shall consist of the total number of sick hours accrued on or before October 1, 2011. The number of sick hours contained within Bank No. 1 shall not increase.
- D. Concurrent with creation of Bank No. 1 above, there shall be created a second sick bank (Bank No. 2) that shall have a balance of zero (0) at its inception. Sick hours accumulated on or after October 1, 2011 shall be deposited in Bank No. 2 but, as indicated above, in no case shall said accumulation in Bank 2 exceed 800 hours.
- E. Sick usage shall first be deducted from Bank No. 2.

- F. In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor, or the Director of Human Resources and Risk Management, prior to or within two hours after the time set for the beginning of his/her daily duties or as specified by the Director of his/her department. A supervisor may require an employee to submit a physician's statement of illness or other satisfactory verification of illness regardless of the length of an employee's period of absence. Following any period of absence, a supervisor may require of the employee that they submit a health care provider's certificate indicating they are capable of returning to duty.
- G. The City Manager may, at any time, in order to receive further information with respect to the competency of the employee to perform his/her job duties, require such employee to submit to a medical examination, either physical or mental, at the expense of the City.

Refusal of an employee to submit to such medical examination will constitute insubordination and grounds for disciplinary action.

SICK LEAVE BANK 1:

- 1. Upon service or disability retirement of an employee, the City will pay to the employee an amount equal to 50% of the individual employee's accumulated sick leave account in Sick Leave Bank #1. In addition, the City contracts with PERS for the Sick Leave Credit option.
 - a. Upon death of an employee prior to retirement, the City will pay to the employee's designated beneficiary, an amount equal to 50% of the employee's accumulated sick leave balance in Sick Leave Bank #1.

SICK LEAVE BANK 2:

Effective October 1, 2011, sick leave for all bargaining unit members shall be "capped" at 800 hours in Sick Leave bank #2. Employees who retire with more than 10 total years of city service shall be eligible to "cash out" accrued sick leave in the "new" sick leave account at the rate of 10 hours for each one year (12 full months) of city service. City service, for the purposes of determining how many hours an employee would be eligible to cash out, shall be calculated beginning with October 1, 2011.

- 1. Catastrophic Leave Bank. All regular employees covered by this Agreement will be enrolled in the Catastrophic Leave Bank as described in Administrative Policy 30-10. The City will annually contribute eight hours of sick leave on behalf of each eligible employee. Probationary employees are not eligible for participation in the Catastrophic Leave Bank program but will be enrolled upon completion of probation.

ARTICLE 12: CASH OUT OF ACCRUED LEAVE

Association members may elect to annually, during any fiscal year, cash out up to 80 hours per year of either vacation, sick, and holiday leave or a combination thereof. Cash-out of accrued time shall be at the employee's option. Requests for cash out are to be submitted in a manner prescribed by the City.

ARTICLE 13: BEREAVEMENT LEAVE

- A. Each employee covered by this agreement may be granted bereavement leave at the discretion of the employee's Department Director whenever death occurs to a member of the employee's immediate family. Bereavement leave may not exceed three working days, however, if travel outside the State of California, or within the State of California, but extending beyond a distance of 300 miles from Monterey Park is necessary, bereavement leave may be extended to a total of five working days. Bereavement Leave shall be charged to a separate, paid leave account.
- B. Immediate family, for the purpose of bereavement leave, shall include: spouse, father, father-in-law, mother, mother-in-law, child, stepchild, grandparents, grandchildren, brother, brother-in-law, sister or sister-in-law of the employee.

ARTICLE 14: FAMILY SICK LEAVE

- A. An employee with regular status may be granted emergency sick leave or family sick leave at the discretion of the employee's Department Director whenever serious illness or injury occurs to a member of the employee's immediate family.
- B. Emergency and family sick leave will be charged to sick leave.
- C. Immediate family, for the purpose of emergency or family sick leave, shall be defined as in Article 13 - Bereavement Leave.
- D. Serious illness, for the purpose of emergency sick leave, shall be defined as an emergency situation, in that the family member - injured or ill - requires hospitalization and/or immediate medical attention and treatment by a physician. The employee is expected to make suitable arrangements for the care of the injured or ill family member as soon as practicable following the actual emergency.
- E. Family illness shall be defined as a situation which requires an employee to take care of a family member who is ill or has a scheduled appointment with a health care professional.

- F. Should the need for family leave under the terms of this Article exceed six working days per occurrence, the employee shall make application for leave under authority of the Family and Medical Leave Act (FMLA) and any continued approval for leave shall be governed by provisions contained therein.
- G. In order to receive compensation while absent on family or emergency sick leave, the employee shall receive verbal approval from their Department Director or her/his authorized representative.
- H. In the event that an employee has less than six accumulated sick leave days, family sick leave can be granted only to the extent of the employee's accumulated sick leave account balance.

ARTICLE 15: MILITARY LEAVE

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

An employee who is granted either a temporary military leave or other military leave while serving a probationary period must complete the remainder of the probationary period upon his reinstatement. The leave period will not reduce the length of the probationary period or offset any portion of the probationary period.

ARTICLE 16: JURY DUTY

- A. An employee of the City who is required to participate as a juror or required to participate in the jury selection process, shall be paid up to and including ten (10) days of salary and benefits during each fiscal year while engaged in such activities. Compensation shall extend beyond ten (10) days only upon provision to the City of a certified court document showing that trial counsel and/or the court estimated the trial for which an employee has been selected as a juror, to be of ten (10) or less days in duration.
- B. Under such circumstances, the employee shall receive his/her regular salary while on such leave, provided that the employee remits to the City any payments or fees received as a witness. The employee shall be allowed leave with pay during the period of such service. While the employee is receiving his/her salary, any court or State jury fees, exclusive of mileage reimbursement, shall be remitted to the City by the employee.

implementing holidays capped at nine hours credit. Any employees working a shift in excess of nine hours will use their vacation or holiday leave balance to account for their full shift for a holiday. The other holiday eliminated is the Day after Thanksgiving. Effective January 1, 2015, City Hall shall re-open Fridays as an 8 hour work day, implement a 9/80 work schedule and a 40 hour weekly work schedule will be restored.

If the holidays of Christmas, New Years, the 4th of July and Veterans Day land on a Saturday or a Sunday, employees will not be afforded a Thursday or a Monday off (for the Holiday itself and Christmas Eve and New Years Eve Holidays) but will be credited 8 hours towards their holiday bank for the duration of time City Hall is closed on Fridays. If the 4th of July and Veterans Day land on a Friday, employees will be afforded the preceding Thursday off. The regular holiday schedule is reinstated January 1, 2015, a 9/80 work schedule is implemented with a 40 hours' work week and Fridays return as a 8 hour work day.

- C. The maximum "holiday" accrual shall be eighty (80) hours.
- D. Only those employees who hold probationary or regular appointments shall receive compensation for legal holidays. However, employees holding probationary or regular appointments must be on paid status on both the workday prior to, and the workday following the holiday, in order to receive compensation for the holiday. An employee on vacation, sick leave, or other paid leave of absence is considered to be in a paid status and, therefore, would receive compensation for the holiday.

ARTICLE 19: AUTHORIZATION TO UTILIZE PAID LEAVE TIME

Each unit member's Department Director or his/her designee shall have sole discretion to approve or deny an employee's request to take paid leave time off (i.e. vacations, etc.). The Department Director's determination shall be based upon the service needs of the City and the leave request may be denied by the Department Director if he/she determines that utilization of leave time off will or may have a negative effect on provision of services.

ARTICLE 20: ACTING ASSIGNMENTS

Acting assignments shall be filled in the following manner (to the extent that this Article is inconsistent with the Personnel Rules and Regulations of the City of Monterey Park, this Article shall prevail):

- A. Need for Acting Assignments - To assure the orderly performance and continuance of municipal services, the City may be required to temporarily upgrade employees on an acting basis to positions of a higher classification. For the purposes of this Article, it is understood that acting assignments may be required in order to temporarily fill position classification vacancies, which may exist for any of the following reasons:

1. A position classification is permanently vacant and is scheduled to be filled by a regular full-time employee and a limited period of time is required in order to proceed with and complete the normal appointment procedure.
2. A position classification is temporarily vacant although, permanently filled, because the regular employee is on an approved paid or unpaid leave of absence.

It is not the intent of the City to circumvent or avoid the normal employment or promotion process and therefore, the City shall make every possible and reasonable effort to fill vacancies in a most expeditious manner and to keep the need for such acting assignments to a minimum.

- B. Selection for Acting Assignments - The selection of an employee for acting assignments shall be at the sole discretion of the Department Director or his/her designee, taking into consideration the requirements of the position to be filled and the qualifications, job performance, and seniority of those employees eligible for the acting assignment. No persons shall be appointed to an acting assignment either when on probation or into a position classification more than one class level above his or her regular class in those instances where such an assignment would result in the acting employee being in a supervisory position in relation to an employee who is regularly the acting employee's supervisor. If a person is appointed to an acting assignment in a position classification more than one class level above his or her regular class and if during the term of said acting assignment, the vacant class level immediately below the acting position is filled, then the acting assignment shall terminate with the employee being restored to his/her regular position.
- C. Pay for Acting Assignments - Acting pay shall be authorized when an employee is acting in a higher level position commencing with the start of the thirtieth consecutive working day that the employee is acting in the higher level position and paid retroactively to the first day of the acting assignment. Acting pay shall be authorized at Step 1 of the position classification to which the acting assignment is made, provided that Step 1 is at least 5% higher than the base salary of the employee's regular assignment. If Step 1 is less than 5% greater, the acting appointment will be made at the first step which is greater than 5%, but is less than 10% above the base salary. No changes in employee benefits shall be granted to employees in acting assignments.
- D. Status of Employee in Acting Assignment - Time served in an acting assignment shall not be credited towards completion of a probationary test period in the acting position. Times served in an acting position shall not alter the employee's anniversary date. If the acting employee would have been eligible for a merit increase had the acting appointment not been made, then the employee shall remain eligible for such merit increase with the employee's performance in both the regular and acting positions being considered.

- E. Duration of Acting Assignment - Absent exigent circumstances, a position in the competitive service shall not be filled in an acting capacity for more than six (6) consecutive months. The City shall meet and consult with the Association prior to any extension of an acting appointment beyond six-months and at mutually agreeable intervals thereafter during continuation of acting assignment.

ARTICLE 21: PREMIUM PAY

A. Bilingual Pay (Interpretation):

1. Association members who are capable of speaking, interpreting and, on an occasional or sporadic basis, providing limited general translation for routine correspondence (i.e., constituent letters, resident suggestions/complaints, newspaper articles, etc.) in a foreign language as deemed useful by the City shall receive \$50.00 per month bilingual skill pay in addition to his/her regular salary.
2. The City shall establish qualifying tests to determine bilingual capability and certification. Employees who become eligible for bilingual pay may be required to recertify their eligibility every four years.
3. To be eligible for bilingual pay, the employee must routinely and regularly use his/her translation and interpretation skills in the performance of his/her regular duties that includes customer service and public contact. Should the employee's duties change such that the use of bilingual skills is no longer required, the bilingual skill pay shall cease. Eligibility for bilingual skill pay is subject to the approval of the Department Director and Human Resources Director and their decision is not subject to appeal. Further, the number of employees to be approved as qualified to translate in any language shall be at the sole discretion of the City and such determination is not subject to any appeal.

B. Bilingual Pay (Transcription)

1. All confidential employees who are certified as bilingual pursuant to Section A above and are qualified to perform formal translation of City documents (i.e. forms, brochures, press releases, etc.) and are routinely requested to translate documents utilized in the conduct of City business for City departments, will receive fifty dollars (\$50) per month bilingual translation skill pay. The number of employees so qualified to translate in any language shall be determined at the sole discretion of the City. Employees may make application for translation certification through the Human Resources Department. The certification process shall consist of such tests as determined by the Human Resources Department. Recertification may be required every four years.

C. Public Notary Services

1. In recognition of the City's need and use of public notary services, those confidential unit employees who have such public notary certificates as approved by the Secretary of State for the State of California shall receive fifty dollars (\$50) per month bonus pay in addition to his/her base salary. However, there shall be no more than three (3) authorized employees at any one time with determination of who and how many to be at the sole discretion of the City Manager.

D. CMO Premium Pay

1. Employees who are assigned to the City Council/City Manager's office on a regular basis shall receive \$100 per month bonus pay in addition to his/her regular salary.

ARTICLE 22: HEALTH INSURANCE

A. Medical Insurance:

1. The City shall provide \$170 cash per month in lieu of medical contribution, if the employee can provide proof of medical coverage for the said employee.
 - a. Effective November 1, 2012, the City agrees to increase the medical contribution from \$790 to \$840 and effective July 1, 2013 the City agrees to increase the medical contribution from \$840 to \$875.

Re-opener Language: During the term of this agreement, the parties agree to the meet and confer process as regards Article 22, Health Insurance, in its entirety. The subject matter of the meet and confer is to discuss the possibility of returning to CALPERS Health Insurance Plans, establishing an employee Premiums Only Cafeteria Plan, a retiree Health Reimbursement Account and issues of eligibility requirements for retiree medical insurance and the amount of City funding of retiree medical insurance premiums, and modifying the vehicle by which retiree medical insurance is made available, such as a Trust 115 Account.

2. For bargaining unit members hired prior to January 1, 2012, the City agrees to pay \$355.00 toward the monthly premium of each eligible retired employee who has retired under the Public Employees' Retirement System or the Massachusetts Mutual Retirement Plan.
3. For bargaining unit members hired prior to January 1, 2012, the City contribution for retired employee medical insurance for retirees who retired with 20 or more years of service with the City, shall be \$435.00 per month.
4. Unit members hired subsequent to January 1, 2012 shall not be eligible for

city paid retiree health insurance benefits,

- a. During the term of the agreement, the parties agree to establish an alternative, employee paid retiree medical insurance funding mechanism (pursuant to IRS Code 501 (c)(9), also known as VEBA, or other similar provision), to provide for post-employment medical coverage for eligible employees hired after January 1, 2012.
- b. Should the City fail to implement, during negotiations for successor Memoranda of Understanding with all other recognized employee organizations, the same or similar modifications to retiree medical insurance coverage, then the terms of this Article shall revert to the language as it existed prior to the adoption of this MOU.

B. DENTAL INSURANCE

The City shall pay a maximum total monthly amount up to \$50.00 toward the premium for dental insurance for each eligible employee and all eligible dependents. The employee shall pay the amount of the total insurance premium that exceeds \$50.00 per month.

1. Effective January 1, 2011, the maximum City contribution towards dental insurance shall be \$60 per month.

C. VISION INSURANCE

Employees covered under the provisions of this MOU shall be eligible for the City's Vision insurance plan. Coverage shall be for the employee plus dependents and the City shall pay up to \$20.00 per month toward the premium. The plan design shall be: examination, frame and lenses every 12 months. Deductible shall be \$10.00/exam and \$20.00/frame and lenses.

1. Enrollment of dependents is voluntary, but if an employee elects to enroll dependents, then all eligible dependents must be enrolled ("eligible dependents" is defined as any and all dependents enrolled on an employee's medical or dental plan).

D. LIFE INSURANCE

1. The City shall provide every employee with a \$50,000 life insurance policy.
2. Each employee may purchase additional insurance. Any premium cost for the additional life insurance shall be paid solely by the employee. The City shall provide a program offered to employees that allows purchase of supplemental life insurance amounts in \$10,000 increments up to the lesser of \$300,000 or 3

times the employee's salary.

E. LONG TERM DISABILITY INSURANCE

The City shall pay the full premium for long-term disability insurance.

ARTICLE 23: PERS CONTRIBUTION

- A. Effective October 1, 2011, all association members will pay 100% of the full 8% employee's share of the CalPERS retirement contribution.

ARTICLE 24: RETIREMENT BENEFITS

- A. For employees hired prior to the adoption of the CalPERS contract amendment of 2011, retirement benefits will be provided by a combination plan through the Public Employees' Retirement System (PERS) and the Massachusetts Mutual Life Insurance Company. Effective January 1, 2013, the City shall provide to newly hired employees, the PERS retirement formula known as 2% @ 62 with the average of the three (3) highest consecutive years of compensation. The current retirement formula is known as the "2.7% at Age 55 Plan."

Retirement benefits for service on and after April 3, 1976 will be provided by the Public Employees' Retirement System, except for employees who were age 55 or over on April 3, 1976.

Retirement benefits for service prior to April 3, 1976 will be provided by the Massachusetts Mutual Life Insurance Company. All employees who were age 55 or over on April 3, 1976 will be excluded from enrollment into the Public Employees' Retirement System and will receive retirement benefits for all approved service through Massachusetts Mutual Life Insurance Company.

- B. The 1959 Survivor's Benefit - The City shall provide Level 4 Survivor's Benefit. Any resultant CalPERS cost increase designated as constituting "employee" costs for this benefit shall be borne by the employee.
- C. Credit for Unused Sick Leave Section 20965.
- D. One (1) year final compensation (12 highest paid consecutive highest months/Section 20042 for employees hired prior to January 1, 2013.
- E. Military Service Credit as Public Service (Section 21024).
- F. Pre-Retirement Option 2W Death Benefit.

ARTICLE 25: EDUCATIONAL ENROLLMENT COST REIMBURSEMENT

- A. Effective October 29, 2012 educational costs shall be limited to two thousand dollars (\$2,000) annually per unit member for eligible reimbursement expenses as defined within this Article. Tuition fee reimbursement is established at California State University - Los Angeles rates. Enrollment cost reimbursement is subject to approval by both the Department Director and Director of Human Resources and Risk Management. In rendering a reimbursement determination, the Department Director and Director of Human Resources and Risk Management shall consider whether or not the course(s) for which reimbursement is sought is related to the employee's then existing principal duties and the availability of funds for reimbursement purposes. No employee shall be entitled to reimbursement unless pre-course enrollment written authorization for reimbursement is received from the Department Director and Director of Human Resources and Risk Management. The reimbursement eligibility determinations described herein are not subject to any administrative or judicial appeal procedure and the decision of the Department Director and Director of Human Resources and Risk Management shall be final.
- B. An employee must have completed their initial probationary period to be eligible for Educational Cost Reimbursement under this Article.
- C. An employee who separates from City service within 12 months of receiving educational cost reimbursement shall reimburse the City the full amount of educational cost reimbursement that he/she received in the preceding 12-month period.
- D. Educational cost reimbursement shall be provided for tuition fees for college-level courses in an accredited academic institution only, as determined by the Director of Human Resources and Risk Management.
- E. An employee will be reimbursed up to seventy-five (\$75.00) dollars for books each semester (or equivalent) Reimbursement shall only be for books required for the approved course(s). All requests for reimbursement shall be accompanied by valid receipts.

ARTICLE 26: SALARIES

SECTION 1. Salary:

- A. Effective October 29, 2012 the increased base salary for represented Confidential Unit members shall be as set forth in Attachment A (increased to match salary adjustments afforded all other miscellaneous employees of 3.25% on 7/2010 and 2.5% on 1/2011 which created classification and salary compression/imbalance between lower/higher classifications). Effective October 29, 2012 Confidential Unit members furloughs will be increased to 10% (from the current 5% furloughs). Effective October 29, 2012, the City shall implement a 9/36 hour work schedule with a 10 percent furlough for 18 months and City Hall will be closed every Friday. Effective April 1, 2014 the City shall implement a 9.5/36 work schedule with a 5 percent furlough for 9 months and City Hall will be closed every Friday. Effective January 1, 2015 the City shall re-open Fridays as a work day, implement a 9/80 work schedule and a 40 hour weekly work schedule will be restored.

Ten-Step Program

- A. There shall be approximately 2.5% between each step of steps 1 through 9 and approximately 5% between steps 9 and 10. Advancement within the ten-step salary range shall be subject to the terms and conditions as set forth herein:
1. Except as modified herein, all other existing rules governing salaries step increases and performance ratings shall remain as provided for in City of Monterey Park Municipal Code Chapter 2.36.050 - Step Increase and 2.36.060 - Performance Rating System for Employees.
 2. Municipal Code Section 2.36.050 (6), Step Increase, based upon prior practices, shall be interpreted as follows: Any employee receiving an unsatisfactory rating report under the performance rating system set forth in Section 2.36.060 shall be rated once each calendar month thereafter. The receipt by any employee of three consecutive unsatisfactory performance ratings shall be grounds for disciplinary action up to and including dismissal.
 3. Advancement between steps may occur at intervals of no less than one year. Recommendations for step increases or denial of step increases must be accompanied by a performance evaluation to substantiate performance. No multiple step increases may be granted. Performance evaluations and consideration of merit adjustments shall be due annually on the employee's anniversary of the probationary appointment to his/her position classification. Nothing in this Article shall prevent a supervisor from exercising management rights to suspend, reduce, demote, layoff, or terminate for cause an employee in accordance with Personnel Rule XIII - Changes in Employment Status, or Rule XIV - Separation from Service, or Rule XV - Disciplinary Proceedings of the Personnel Rules and Regulations of the City

of Monterey Park.

4. Advancement from step 1 through step 5 shall be contingent upon receiving "meets standards" performance evaluations or better. Advancement above step 5 and through step 9 shall be contingent upon receiving "exceeds standards" performance evaluations or better.
5. Advancement to step 10 is both temporary and conditional upon achieving "outstanding" performance as determined by rules set forth by the City Manager. Sustained placement at step 10 of the range is not guaranteed, but must be earned on an annual basis. Failure to achieve "outstanding" performance ratings in a succeeding year shall result in the employee's salary being returned to step 9.

ARTICLE 27: PROBATIONARY PERIOD

Employees who are newly hired or promoted shall serve a probationary period of twelve (12) months.

ARTICLE 28: DUTY HOURS/ALTERNATIVE SCHEDULE

Except as modified herein, duty hours shall be governed by Personnel Rule XI, Attendance and Leaves, Sec. 5, Hours of Work, of the Personnel Rules and Regulations of the City of Monterey Park, which is outlined as follows:

- A. Commencing October 29, 2012, the City shall implement a 9/36 hour work schedule with a 10 percent furlough for 18 months and City Hall shall be closed every Friday. Effective April 1, 2014 the City shall implement a 9.5/36 work schedule with a 5 percent furlough for 9 months and City Hall shall be closed every Friday. Effective January 1, 2015, City Hall shall re-open Fridays as an 8 hour work day, implement a 9/80 work schedule and a 40 hour weekly work schedule will be restored.
- B. Any such assignments shall be based upon the needs of the Department and will be made at the sole discretion of the Department Director subject to approval of the City Manager.
- C. Department Directors shall have full latitude and authority to establish and/or change any individual's schedule depending on the needs of the Department.
- D. "Holidays" are defined as nine (9) hours in duration or if a holiday lands on a Saturday or Sunday the employees holiday bank shall be credited eight (8) hours as described in the following paragraph.

If the holidays of Christmas, New Years, the 4th of July and Veterans Day land on a Saturday or a Sunday, employees will not be afforded a Thursday or a Monday off (for the Holiday itself and Christmas Eve and New Years Eve Holidays) but will be

credited 8 hours towards their holiday bank for the duration of time City Hall is closed on Fridays. If the 4th of July and Veterans Day land on a Friday, employees will be afforded the preceding Thursday off. The regular holiday schedule is reinstated once Fridays return as an 8 hour work day. An employee working on an alternative schedule will be required to use accrued time (with the exception of "sick time") to make up any difference between nine (9) hours holiday and the actual number of hours they are regularly scheduled to work that "holiday" day

- E. An employee will be required to utilize the exact number of hours associated with their schedule for any requested work shifts off (i.e., 9 hours for vacation, compensatory, sick, and/or holiday time).
- F. Individual employees may request to maintain a 5/40 schedule (i.e., Monday - Friday). The decision of the Department Director to grant or deny such a request is not subject to appeal or further review.

ARTICLE 29: DEFERRED COMPENSATION PLAN

A deferred compensation plan will be made available to all members of the City of Monterey Park Confidential Employees Association.

ARTICLE 30: INDUSTRIAL INJURY

All full time employees shall be allowed for each injury or illness, normal salary for the first day of absence to, and including, the last day of absence for a period not to exceed 120 calendar days that occur within a 36 month period.

If the employee is still receiving temporary disability payments after entitlement to industrial injury or illness leave is exhausted, the employee shall be placed on regular sick leave, vacation leave, or accumulated compensatory time off. While Temporarily Totally Disabled (TTD), the employee shall be entitled to use only so much of such other leave benefits (i.e. sick, vacation, comp, etc), which, when added to temporary disability payments, provide for a normal full day's wage or salary.

However, regardless of an employee being in receipt of benefits pursuant to Labor Code Section 4650 et. seq., the City shall be authorized to make application for said employee's disability retirement in those instances where the employee is either permanent, stationary and incapacitated for the performance of his or her duties, or in the alternative, where there is not a reasonable medical certainty that the employee, although not permanent and stationary, will recover to the extent necessary to perform the essential duties of his/her position regardless of whether or not any form of paid leave remains in the employee's various paid leave accounts.

During the time frame that an employee is on full paid leave, the employee shall continue to accrue all fringe benefits with the exception of holidays.

Nothing herein shall prohibit an employee from requesting a leave of absence without pay from the City Council. Such leave is not guaranteed nor may it exceed beyond a period of one (1) year from date of injury.

The granting of industrial injury and illness leave may be withheld until the City has accepted the injury or illness as being an industrial accident or a compensable injury.

ARTICLE 31: UNIT DETERMINATION AND MODIFICATION

A. Policy and Standards for Determination of Appropriate Units

The policy objectives in determining the appropriateness of units shall regard the effect of a proposed unit on: (1) efficient operations of the City and its compatibility with the primary responsibility of the City and its employees to effectively and economically serve the public, and on (2) providing employees with effective representation based on recognized community of interest considerations. These policy objectives require that the appropriate unit shall be the broadest feasible grouping of positions that share an identifiable community of interest. Factors to be considered shall be:

1. Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.
2. History of representation in the City and in similar employment; except however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.
3. Consistency with the organizational patterns of the City.
4. Number of employees and classifications, and the effect on the administration of employer-employee relations because of the fragmentation of classifications and/or proliferation of units.
5. Effect on the classification structure and impact on the stability of the employer-employee relationship because of dividing a single or related classification among two or more units.

Notwithstanding the foregoing provisions of this Section, managerial, supervisory and confidential responsibilities, as defined in this Section, are determinative factors in establishing appropriate units hereunder. Therefore, such managerial, supervisory and confidential employees may not represent any employee organization that represents other employees and may not be represented by the same.

The Director of Human Resources and Risk Management shall, after notice to and consultation with affected employee organizations, allocate new classifications or

positions, delete eliminated classifications or position, and retain, reallocate or delete modified classifications or positions, from units in accordance with the provisions of this Section.

The following definitions apply to this Section:

1. "Appropriate Unit" means a unit of employee classes or positions, established pursuant to this Section.
2. "Management Employee" means any employee having responsibility for formulating, administering or managing the implementation of City policies and programs.
3. "Supervisory Employee" means any employee having authority, in the interest of the City, to hire, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
4. "Confidential Employee" means any employee who assists and acts in a confidential capacity to person(s) who formulate, determine, and effectuate management policies in the field of employee relations and/or who has access in the course and scope of employment to any information that is or may be utilized in formulating such management policies.

B. Procedure for Modification of Established Appropriate Units

1. Requests by employee organizations for modification of established appropriate units shall be considered by the Director of Human Resources and Risk Management. Such requests shall be submitted in the form of a Recognition Petition and, in addition to the requirements set forth in Municipal Code Section 2.32.050, shall contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in Section A of this Article. Any Association request for modification to its unit shall be limited to a two (2) week window period annually to be determined by the Director of Human Resources and Risk Management with reasonable notice to the Association. The Director of Human Resources and Risk Management shall process such petition as recognition petitions are processed under this Chapter.
2. The Director of Human Resources and Risk Management may, on his/her own motion, propose that an established unit be modified. The Director of Human Resources and Risk Management shall give written notice of the proposed modification(s) to any affected employee organization. Any affected employee organization may, within seven (7) calendar days after service of notice, request a meeting with the Director of Human Resources

and Risk Management by which to contest the proposal(s). Not later than seven (7) calendar days after receipt of such request, the Director of Human Resources and Risk Management shall conduct such meeting at which time all affected employee organizations shall be heard. Thereafter, the Director of Human Resources and Risk Management shall determine the composition of the appropriate unit or units in accordance with Section A of this Article, and shall give written notice of such determination by depositing the same in the mail, addressed to the affected employee organizations. The Director of Human Resources and Risk Management's determination may be appealed as provided in paragraph 3 of this Section. However, if a unit is modified pursuant to the motion of the Director of Human Resources and Risk Management, employee organizations may thereafter file Recognition Petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit or units pursuant to Section 2.32.050 of the Municipal Code.

The "meeting" described herein shall be informal and shall consist of the participating employee organization providing verbal and/or written input regarding its position.

3. Appeals

An employee organization aggrieved by an appropriate unit determination of the Director of Human Resources and Risk Management pursuant to this Section may, within ten (10) calendar days of mailing by the Director of Human Resources and Risk Management of notice thereof, appeal such determination to the City Manager for final decision.

Appeals to the City Manager shall be filed in writing with the City Manager's Secretary and a copy shall be provided to the Director of Human Resources and Risk Management by the appellant. The written appeal shall be received by the City Manager's Secretary no later than ten (10) calendar days after the Director of Human Resources and Risk Management's decision was mailed.

A unit designated by the Director of Human Resources and Risk Management need not be "most appropriate," or "more appropriate," but need only be "appropriate." If "appropriate," then the City Manager shall affirm the decision of the Director of Human Resources and Risk Management. If not "appropriate," then the City Manager shall determine which unit is "appropriate."

An employee organization's appeal shall state the complete basis for the appeal and shall be confined to a determination of whether or not the unit resulting from the Director of Human Resources and Risk Management's decision was "appropriate" pursuant to the guidelines of Paragraph 1, above. The City Manager shall conduct the appeal hearing within fifteen (15) calendar days of receipt of the appeal and shall issue his/her written decision

within fifteen (15) calendar days after conclusion of the hearing. The City Manager's decision shall be served upon the appellant(s) by depositing the same in the U.S. mail, and shall be administratively final and binding.

- 4 To the extent that any element of this Section is inconsistent with any other provision of this Chapter, the provisions, of this Section shall prevail to the extent necessary to cause the Section to be operative.
- 5 Subsequent to this agreement, should the City and another association adopt a version of this Article 33 of the MOU that is different than that adopted by the City and the Association, the Association has the right to negotiate and adopt any such changes limited to this Article 33 and include them in this MOU.

ARTICLE 32: WRITTEN NOTICES TO THE ASSOCIATION

The City agrees to give written notice to the Association of all meetings of the City Council and/or the Personnel Board that would cover any terms or conditions of any employee covered by the terms of the Memorandum. Said notice will be delivered to either an employee representative or other member of the employee group within a reasonable period of time prior to any such meeting.

ARTICLE 33: GENERAL PROVISIONS

- A. This Memorandum shall not in any way interfere with the obligations of the parties hereto to comply with the State and Federal laws, or of any rule, regulation, or order issued by such government authority pertaining to matters covered herein. If any provision, or provisions, of the Memorandum should be affected by State or Federal laws, or of any rule, regulation, or order issued by such governmental authority, or if any provision, or provisions, should be held invalid by a court of record, the remainder of the Memorandum shall not otherwise be affected thereby.
- B. The parties acknowledge that during the meeting and conferring in good faith, which resulted in this Memorandum, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of meeting and conferring, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity is set forth in this Memorandum.

Therefore, the City and the Association, for the life of this Memorandum, each voluntarily unqualifiedly waives the right, and each agrees, that the other party shall not be obligated to meet and confer with respect to any subject or matter referred to or covered in this Memorandum, or with respect to any subject or matter not specifically referred to or covered in this Memorandum, even though such subjects or

matters may not have been within the knowledge or contemplation of either or both of the parties at the time they met and conferred or signed this Memorandum.

- C.. The parties hereto agree to continue their long-standing policies in that there shall be no discrimination against any employee because of membership or non-membership in the Recognized Employee Organization, or because of race, color, creed, national origin, age, gender, legal disability, marital status, sexual orientation and political/union activity, provided that said provisions shall not result in the creation of more broad benefits than presently provided to unit members, nor shall said provisions result in additional funding of benefits.
- D.. The parties hereto agree that this Memorandum cannot be modified, changed, and/or canceled in any way except by mutual consent of said parties in writing, or as set forth in Article 36.
- E.. This agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior agreements, commitments, and practices.

ARTICLE 34: TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding shall be in effect for an initial term commencing October 1, 2012 and ending June 30, 2015 and shall continue in effect from year to year thereafter unless or until terminated. Unless specifically described to the contrary herein, all changes in matters within the scope or representation shall be provided prospectively from the date of MOU implementation. The "date of MOU implementation" shall be the date of City Council adoption of the MOU.

ARTICLE 35: CITY COUNCIL APPROVAL

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

IN WITNESS HEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 17th day of October, 2012.

MONTEREY PARK CONFIDENTIAL EMPLOYEES ASSOCIATION

By: _____
Beatriz Velazquez
CEA President

By: Caroline Ong
Caroline Ong
CEA Treasurer

By: _____
Mike Gaskins
CEA Representative

CITY OF MONTEREY PARK

By: Paul Talbot
Paul Talbot
City Manager

By: Tom Cody
Tom Cody, Director
Human Resources & Risk Management

By: Sandra Lee
Sandra Lee
Human Resources Analyst

CONFIDENTIAL UNIT SALARY TABLE*Effective date: 10.26.2012*

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Administrative Aide	11	4,118	4,222	4,326	4,434	4,545	4,660	4,776	4,895	5,017	5,268
Administrative Secretary	10	3,916	4,014	4,114	4,217	4,322	4,430	4,541	4,654	4,771	5,010
Financial Services Manager	6M	9,087	9,314	9,547	9,785	10,030	10,280	10,538	10,801	11,071	11,625
Human Resources Analyst	3M	5,736	5,880	6,027	6,177	6,332	6,490	6,653	6,819	6,989	7,338
Human Resources Technician	7	4,244	4,350	4,459	4,570	4,684	4,802	4,921	5,044	5,170	5,429
Payroll Technician	12	4,326	4,434	4,545	4,659	4,775	4,895	5,017	5,142	5,271	5,535
Police Chief's Secretary	10	3,916	4,014	4,114	4,217	4,322	4,430	4,541	4,654	4,771	5,010
Secretary to City Manager	13	4,874	4,995	5,120	5,248	5,379	5,514	5,651	5,793	5,938	6,235

RESOLUTION NO. ____

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEAR 2012-2015 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK MID-MANAGEMENT ASSOCIATION.

The City Council for the City of Monterey Park does resolve as follows:

SECTION 1: The City, acting by and through its City Council appointed negotiation team, and representatives of the Monterey Park Mid-Management Association (MMA), a duly recognized employee organization representing the City of Monterey Parks Mid-Management Employees, met and conferred in good faith and fully communicated and exchanged information concerning wages, retirement funding, hours, and the terms and conditions of employment for contract year 2012-2015.

SECTION 2: The appointed representatives of the parties agreed on certain matters as stated in the attached MOU and recommended that the City and the Union implement those agreements.

SECTION 3: MMA indicated its acceptance of the attached MOU.

SECTION 4: The City Council approves the Memorandum of Understanding for Contract Year 2012-2015 between the City of Monterey Park and the Monterey Park Mid-Management Association (MMA), which is attached as Exhibit "A" and incorporated by reference.

SECTION 5: The City Manager is authorized to execute the MOU on the City's behalf.

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

SECTION 7: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED AND ADOPTED this 17th day of October, 2012.

Mitchell Ing
Mayor, City of Monterey Park

ATTEST:

David Barron, City Clerk

Approved as to form:
MARK D. HENSLEY, City Attorney

By: _____



MEMORANDUM OF UNDERSTANDING
between
THE CITY OF MONTEREY PARK, CALIFORNIA
and
THE MONTEREY PARK MID - MANAGEMENT ASSOCIATION

October 1, 2012 – June 30, 2015

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between
THE CITY OF MONTEREY PARK, CALIFORNIA
and
THE MONTEREY PARK MID - MANAGEMENT ASSOCIATION
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MEMORANDUM OF UNDERSTANDING
between
THE CITY OF MONTEREY PARK, CALIFORNIA
and
THE MONTEREY PARK MID - MANAGEMENT ASSOCIATION

October 1, 2012 – June 30, 2015

PREAMBLE

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

ARTICLE 1: SCOPE OF MEMORANDUM OF UNDERSTANDING

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

ARTICLE 2: RECOGNITION

The City hereby acknowledges the Monterey Park Mid-Management Association as the representative for the Mid-Management employees of the City of Monterey Park, California, for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.

This Memorandum shall cover all Mid-Management employees as outlined in Addendum A.

ARTICLE 3: CITY RESPONSIBILITIES AND RIGHTS

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

for just cause; to expand or diminish services; to subcontract for any work or operations; to determine and change methods of operations; to determine and change, at its sole discretion, the number of locations, relocations and types of operations and the processes and materials to be employed.

- B. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management's rights shall impact on employees of the bargaining unit, the City agrees to meet and confer with representatives of the Association, upon request by the Association, regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding, Personnel Rules and Regulations or Salary Resolutions.

ARTICLE 4: EMPLOYEE AND/OR EMPLOYEE REPRESENTATIVES

- A. During the life of this Memorandum, all employees, as described above in Article 2, shall have the right to join the Monterey Park Mid-Management Association, or to refuse or refrain from joining said organization.
- B. Subject to Section F, below, members of the Association may, by any reasonable method, select four (4) employee members to meet and confer with the City Representative Committee or other management officials on subjects within the scope of representation during the regular duty or work hours, without loss of time, provided:
 - 1. That no employee representative shall leave duty, work station or assignment without specific approval by an authorized departmental management official.
 - 2. That any such meeting is subject to scheduling by an authorized departmental management official so as to avoid interference with, or interruption of, assigned work schedules or work performance.
- C. The City will deduct dues and/or initiation fees from those employees who voluntarily sign and have submitted to the City the necessary authorization cards.
- D. Deductions, as authorized in writing by the employee, shall be deducted from earned wages on each payday of each month. The City shall forward to the Monterey Park Mid-Management Association, at each pay period, all dues and/or initiation fees deducted from the employees.
- E. Representatives of the Association, after permission by the Department Director or his/her designated representatives may enter City properties for the sole purpose of transacting business of the Recognized Employee Organization; provided, however, that such business does not interfere with the work or training of the employees or City operations. If, however, said parties are not available, then permission must be

obtained from the City Manager or his designated representative.

- F. Pursuant to Government Code Section 3505.3, the City shall allow a reasonable number of City employee representatives of the Association reasonable time off without loss of compensation or other benefits when formally meeting and conferring with representatives of the City on matters within the scope of representation. Therefore, the parties agree that no more than four (4) Association representatives shall be deemed a reasonable number of representatives that shall be provided reasonable time off to engage in the meet and confer process with representatives of the City. However, the Department Director(s) or his/her designee(s) has authorization to deny use of release time by any Association representative when, in the sole judgment of the Department Director(s), release of the representative(s) may reasonably be expected to cause or contribute to an unreasonable delay in the provision of services on behalf of the Department.
- G. Release of representatives of the Association to participate in non-meet and confer activities of the Association, such as grievance representation and participation in Association meetings during scheduled work hours shall be governed by the release rules and regulations set forth in paragraph F, above. However, City representatives may confine non-meet and confer related release time to less than four (4) Association representatives. The number of employees to be released in such circumstances shall be at the sole discretion of the City representative.
- H. Any Association representative validly participating in Association activities during the employee's scheduled hours of work shall suffer no deduction in compensation as a result of participation in the Association activities. However, participation in Association activities shall not be considered as time worked and shall not entitle any Association representatives to overtime or other compensation in excess of that regularly paid to the employee.
- I. A written list of the Officers of the Association and the Employee Representatives shall be furnished to the Director of Human Resources and Risk Management immediately after their designation and the Association shall notify the Director of Human Resources and Risk Management promptly in writing of any changes of such Officers or Representatives.

ARTICLE 5: COMMUNICATIONS

Space shall be provided on City bulletin boards for the posting of the following notices of immediate concern to the employee organization members including, but not limited to, the following:

1. Association recreational and social activities.
2. Association election notices and results.
3. Association meetings and events.

ARTICLE 6: CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

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

ARTICLE 7: GRIEVANCE PROCEDURE

Except as modified herein, the Grievance Procedure shall be governed by Personnel Rule XV, Disciplinary Proceedings, Sec. 6, Grievances, which is outlined as follows:

The presentation and hearing of all employee grievances shall be governed by the following rules:

- A. A grievance shall be defined as an alleged violation by an employee of a specific provision of this Memorandum of Understanding, the City Personnel Rules and Regulations, Rules and Regulations validly propagated by any department within the City, or State Law governing conditions of employment. The grievance procedure shall not be utilized by an employee to contest the content of a performance evaluation, verbal or written reprimands or other documentation regarding the employee's work performance yet which is not defined as "disciplinary action" by Rule XV of the City Personnel Rules and Regulations.

Discipline shall be imposed in such a manner as to not violate the FLSA as regards "exempt" employees.

- B. All grievances shall be filed in writing with the immediate supervisor of the person aggrieved within fifteen (15) calendar days after the employee knows, or in the exercise of reasonable diligence, would have known, of the occurrence in question.
- C. Written notice of disposition of the grievance shall be filed with the next higher administrative authority by the supervisor with whom the grievance was originally filed. Such notice shall be filed within fifteen (15) calendar days of the original filing of the grievance.
- D. If satisfactory redress is not obtained by the employee from the immediate supervisor, the grievance may be appealed in writing through the normal administrative organization: that is, first to the Division Chief; second, the Department Director and third, the City Manager. In each case a written notice of disposition must be forwarded to the grievant and to the next higher authority within fifteen (15) calendar days of receipt.
- E. The City Manager shall be the final authority in all cases except those in which a violation of the Personnel Ordinance or Rules is alleged. The City Manager shall forward notice of disposition of such grievance to the grievant within fifteen (15) calendar days of receipt.
- F. In the case of those grievances in which a violation of the Personnel Ordinance or Rules is alleged, an employee may appeal to the Personnel Board after the procedures set forth above have been exhausted.

Such appeals will be filed in writing with the Director of Human Resources and Risk Management who will cause them to be brought to the attention of the Board. The Board will review such appeals and determine whether an investigation and/or hearing should be held. This preliminary consideration of an appeal will not constitute a hearing by the Board. Within ten days after concluding a hearing pursuant to this section, the Personnel Board shall certify its findings and decision in writing to the City Council, to the City Manager, and to any other official from whose action the appeal is taken, and to the affected employee.

Recommendations by the Board for redress of grievances will be addressed to the City Manager and shall be advisory in nature.

ARTICLE 8: OVERTIME

Except as modified herein, overtime for eligible non-exempt managers/supervisors shall be governed by Personnel Rule V. Compensation, Sec. 3 Overtime, Sec. 3a General Government Employees, which is outlined as follows:

- A. Work Period Defined - Work performed in excess of forty (40) hours per work period shall be classified as overtime work. A work period is a regular recurring period of 168 hours in the form of seven consecutive 24-hour periods.
 - 1. The work period for employees working a regular 5/40, Monday through Friday schedule begins on Saturday at 0001 hours and terminates at the end of the following Friday at midnight. Work performed during the work period includes vacation, sick leave, holiday, and compensatory time off, provided that they do not fall within a workday when work is actually performed. A workday is a regular recurring period of eight hours within a twenty-four hour period. For shift workers, the work period shall be defined in such a manner as to comply with FLSA work period requirements.
 - 2. The work period for employees working a "9/80" work schedule shall be defined in such a manner as to comply with FLSA work period requirements. The "9/80" schedule provides 80 scheduled hours in a 14 day (two week) cycle where (1) one week the employee works four 9-hour work-days and one 8-hour work-day, and (2) the subsequent week consists of four 9-hour work-days with one day off. The work period for FLSA overtime purposes shall be established as four hours into the shift of the eight-hour day and in such a manner that no consecutive seven-day (168 hour) period shall exceed 40 hours. Management shall maintain the right to schedule employees' workdays, start and end times, and establish FLSA work periods.
- B. Overtime worked shall be compensated by either compensatory time off at a time requested by the employee, and agreed to by the Department Director, equal to one and one-half times the time worked or by cash payment of one and one-half times the employee's hourly rate.
- C. Emergency work shall be paid at the rate of two hours pay for the first hour worked, or any portion thereof, and time and a half for all time worked in excess of one hour. In lieu of such payment, the employee may receive compensatory time off of not less than two hours off for the first hour worked and time and a half hours off for work in excess of one hour, if the employee requests time off and the request is approved by the employee's Department Director. Emergency work is work performed by an employee at a time other than the employee's regular working hours to deal with a sudden and unexpected turn of events calling for immediate action in response to a call for such work by a Department Director or any other person so authorized by the City Manger.

- D. An employee, required to work a scheduled or planned call back shall be credited with a minimum of two hours of work if the call back assignment requires less than two hours.
- E. Accumulated compensatory time off in excess of forty (40) hours will be paid off in cash on the first payroll date following December 1 of each year.
- F. Non-Exempt employees who are regularly scheduled to work on a holiday or who are assigned to work on a holiday because of a foreseeable City need for their services, shall receive time and one-half payment for the holiday worked and accrue eight (8) hours holiday time (i.e., Special Event requirements, parades, etc.). Exempt employees who are assigned to work on a holiday shall receive straight time pay in addition to accruing 8 hours holiday time.

ARTICLE 9: ADMINISTRATIVE LEAVE

- A. Administrative leave shall only be given to positions that are FLSA exempt and are, therefore, not eligible for overtime.
- B. During the term of this agreement, FLSA exempt employees, who are regularly required to attend evening meetings or work additional hours, shall receive 40 hours of Administrative Leave, each July 1st, in addition to flex time for extraordinary assignments. Administrative Leave shall have no monetary value, nor shall it be carried over from one fiscal year to the next.
 - 1. FLSA exempt employees who have been designated by their Department Director, with the approval of the City Manager, may receive an additional 16 hours each fiscal year of Administrative Leave. This additional Administrative Leave shall be granted utilizing the following criteria: employee is regularly required or expected to attend City Council, City Commission or other City related functions that occur after normal business hours and/or the Department Director determines that the employee is consistently required to work hours beyond the normal business hours to the extent that the additional hours are justified.
 - 2. Effective October 1, 2011, any current Administrative Leave hours shall be moved into a separate account and shall be subject to existing provisions for use and cash out upon retirement.
- C. The times during the fiscal year at which an employee may take his/her administrative leave shall be determined by the Department Director with due regard for the wishes of the employee and the needs of the service. Eligibility for this leave shall not be predicated upon first having all vacation and sick leave exhausted. Administrative leave may be utilized at any time during the fiscal year.

- D. Employees requesting to utilize their administrative leave shall complete a Leave of Absence request form and forward the approved form to payroll. The Management Services Department shall maintain records of accrued administrative leave hours and the Human Resources Department shall maintain records of FLSA exempt employees eligible to earn or utilize administrative leave time in conformity with the guidelines set forth within this Article.

ARTICLE 10: VACATION

Except as modified herein, vacation shall be governed by Personnel Rule XI. Attendance and Leaves, Sec. 1a, Vacations - Miscellaneous Employees, which is outlined as follows:

- A. Accrual of, and eligibility to utilize, vacation shall commence upon date of employment.
- B. Effective September 30, 2012, earned vacation shall not be accumulated in excess of 400 hours. Any hours in the member's vacation account on September 30, 2012 in excess of 300 hours shall be placed in a separate bank for future use, (i.e.- actual vacation time, cash out, as authorized, or it may remain in the bank until the employee retires, with no requirement to use this time prior to using the employee's primary bank).
- C. It is the intent and purpose of this vacation policy that all unit members avail themselves of accrued vacation time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing requirements of any given department may periodically impact the ability of a unit member to utilize any or all of his/her annual vacation accrual. Therefore, it is the policy of the city that no unit member may accrue greater than 400 vacation hours. Upon accrual of 400 vacation hours after September 30, 2012, no unit member shall accrue any additional vacation hours nor be compensated for any vacation hours in excess of 400 unless and until utilization of accrued vacation time results in the employee's vacation account totaling less than 400 hours.
- D. In the event one or more municipal holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave.
- E. The times during the calendar year at which an employee may take his/her vacation shall be determined by the Department Director with due regard for the wishes of the employee, the employee's accumulated vacation credits, and with particular regard for the needs of the service.
- F. At the sole discretion of the City Manager, special consideration may be given to an employee's written request to accumulate vacation credits in excess of the maximum allowable vacation balance of 400 hours. Only in exceptional circumstances shall an employee be allowed to exceed the maximum vacation accrual. Any approval to

accrue in excess of the accrual cap requires a written request from the Department Director to the City Manager stating that the employee will not be authorized to utilize vacation prior to reaching the accrual cap because of Department staffing requirements.

- G. Basic Plan - Upon commencement of employment, vacation leave with pay shall be granted each regular employee at the rate of 80 hours each year.

Additional Vacation - Additional vacation leave with pay shall be granted each regular employee at the rate of 8 hours each year, beginning with the commencement of the employee's sixth (6th) anniversary. Maximum vacation per year (basic plan plus additional vacation days) is 200 hours.

ARTICLE 11: SICK LEAVE

- A. Sick leave with pay shall be granted to every full time employee (excluding a per diem or hourly employee) who has been continuously employed for a period of time in excess of 30 days. Such sick leave shall be granted by the appointing authority at any time after 30 days of employment at the rate of one workday for each full calendar month of continuous employment with the City, including time served in a probationary status.
- B. Sick leave shall not be considered as a privilege, which an employee may use at his/her discretion, but shall be allowed only in the case of necessity and actual sickness or disability incurred on or off the job.
- C. Sick leave shall be accumulated at the rate of 7.33 hours for each full month of service, or 88 hours per year. Effective October 1, 2011, for current employees, any existing sick leave balance shall be placed into a separate leave bank and hours in that bank shall be subject to existing retirement cash out provisions described in paragraph H.1, H.2 and H.3 below.
- D. Effective October 1, 2011, sick leave for all bargaining unit members shall be "capped" at a maximum of 800 hours in a new "sick leave" account.
1. Employees who retire with more than 10 total years of city service shall be eligible to "cash out" accrued sick leave in the "new" sick leave account at the rate of 10 hours for each one year (12 full months) of city service. City service, for the purposes of determining how many hours an employee would be eligible to cash out, shall be calculated beginning with October 1, 2011.
- E. In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor, or the Director of Human Resources and Risk Management, prior to or within two hours after the time set for the beginning of his/her daily duties or as specified by the Director of his/her department. A supervisor may require an employee to submit a physician's statement of illness or

other satisfactory verification of illness regardless of the length of an employee's period of absence. Following any period of absence, a supervisor may require of the employee that they submit a health care provider's certificate indicating they are capable of returning to duty.

- F. The City Manager may, at any time, in order to receive further information with respect to the competency of the employee to perform his/her job duties, require such employee to submit to a medical examination, either physical or mental, at the expense of the City.

Refusal of an employee to submit to such medical examination will constitute insubordination and grounds for disciplinary action.

- G. Sick Leave Reimbursement Plan – Subject to the changes described in paragraph D above, the City shall continue the plan for reimbursement of the unused balance of accrued sick leave earned prior to October 1, 2011, in the following manner:

1. Upon service or disability retirement of an employee, the City will pay to the employee an amount equal to 50% of the individual employee's accumulated sick leave account. In addition, the City contracts with PERS for the Sick Leave Credit option.
2. Upon death of an employee prior to retirement, the City will pay to the employee's designated beneficiary, an amount equal to 50% of the employee's accumulated sick leave balance.
3. Effective July 1, 2000, upon voluntary resignation, the City will pay to the employee an amount equal to 25% of the employee's accumulated sick leave balance, provided that the employee's sick leave utilization rate has not exceeded 33% of the annual accrual rate in the preceding five years, excluding sick leave hours cashed out pursuant to the provisions of this MOU, utilized for donations or membership in the Catastrophic Leave Bank.

- H. Catastrophic Leave Bank. Effective July 1, 2005, all regular employees covered by this Agreement will be enrolled in the Catastrophic Leave Bank as described in Administrative Policy 30-10. The City will annually contribute eight hours of sick leave on behalf of each eligible employee. Probationary employees are not eligible for participation in the Catastrophic Leave Bank program but will be enrolled upon completion of probation.

ARTICLE 12: CASH OUT OF ACCRUED LEAVE

Association members may elect to annually, during any fiscal year, cash out up to 80 hours per year of either vacation, sick, and holiday leave or a combination thereof. Cash-out of accrued time shall be at the employee's option. Requests for cash out are to be submitted in a manner prescribed by the City.

ARTICLE 13: BEREAVEMENT LEAVE

- A. Each employee covered by this agreement may be granted bereavement leave at the discretion of the employee's Department Director whenever death occurs to a member of the employee's immediate family. Bereavement leave may not exceed three working days, however, if travel outside the State of California, or within the State of California, but extending beyond a distance of 300 miles from Monterey Park is necessary, bereavement leave may be extended to a total of five working days. Bereavement Leave shall be charged to a separate, paid leave account.
- B. Immediate family, for the purpose of bereavement leave, shall include: spouse, father, father-in-law, mother, mother-in-law, child, stepchild, grandparents, grandchildren, brother or sister of the employee.

ARTICLE 14: FAMILY SICK LEAVE

- A. An employee with regular status may be granted emergency sick leave or family sick leave at the discretion of the employee's Department Director whenever serious illness or injury occurs to a member of the employee's immediate family.
- B. Emergency and family sick leave will be charged to sick leave.
- C. Immediate family, for the purpose of emergency or family sick leave, shall be defined as in Article 13 - Bereavement Leave.
- D. Serious illness, for the purpose of emergency sick leave, shall be defined as an emergency situation, in that the family member - injured or ill - requires hospitalization and/or immediate medical attention and treatment by a physician. The employee is expected to make suitable arrangements for the care of the injured or ill family member as soon as practicable following the actual emergency.
- E. Family illness shall be defined as a situation which requires an employee to take care of a family member who is ill or has a scheduled appointment with a health care professional.
- F. Should the need for family leave under the terms of this Article exceed six working days per occurrence, the employee shall make application for leave under authority of the Family and Medical Leave Act (FMLA) and any continued approval for leave shall be governed by provisions contained therein.
- G. In order to receive compensation while absent on family or emergency sick leave, the employee shall receive verbal approval from their Department Director or her/his authorized representative.

- H. In the event that an employee has less than six accumulated sick leave days, family sick leave can be granted only to the extent of the employee's accumulated sick leave account balance.

ARTICLE 15: MILITARY LEAVE

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

An employee who is granted either a temporary military leave or other military leave while serving a probationary period must complete the remainder of the probationary period upon his reinstatement. The leave period will not reduce the length of the probationary period or offset any portion of the probationary period.

ARTICLE 16: JURY DUTY

- A. An employee of the City who is required to participate as a juror or required to participate in the jury selection process, shall be paid up to and including ten (10) days of salary and benefits during each fiscal year while engaged in such activities. Compensation shall extend beyond ten (10) days only upon provision to the City of a certified court document showing that trial counsel and/or the court estimated the trial for which an employee has been selected as a juror, to be of ten (10) or less days in duration.
- B. Under such circumstances, the employee shall receive his/her regular salary while on such leave, provided that the employee remits to the City any payments or fees received as a witness. The employee shall be allowed leave with pay during the period of such service. While the employee is receiving his/her salary, any court or State jury fees, exclusive of mileage reimbursement, shall be remitted to the City by the employee.
- C. The employee shall advise the Director of Human Resources and Risk Management upon receiving a court order to appear for the initial examination as a prospective juror or subsequently to serve as a juror. The granting of such leave with pay shall be subject to the approval of the City Manager.

ARTICLE 17: LEAVE OF ABSENCE

Leave of Absence shall be governed by Personnel Rule XI, Attendance and Leaves, Sec. 4, Leave of Absence, of the Personnel Rules and Regulations of the City of Monterey Park which is outlined as follows:

- A. The City Manager may grant a regular employee leave of absence without pay for a period not to exceed 90 days.
- B. No such leave shall be granted except upon written request of the employee.
- C. Approval shall be in writing and a copy filed with the Director of Human Resources and Risk Management.
- D. The City Council may grant a regular employee leave of absence without pay for a period not to exceed one year.
- E. Upon expiration of a regularly approved leave, or within a reasonable period of time after notice to return to duty, the employee shall be reinstated to the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty shall be cause for discharge.

ARTICLE 18: HOLIDAYS

- A. Municipal offices, including the Library, and with the exception of the Police and Fire Department facilities, shall be closed on the following holidays:

New Year's Day	Labor Day	
Washington's Birthday 3rd Monday in February	Veteran's Day	Christmas Eve Day
Martin Luther King, Jr. Third Monday in January	Independence Day	Christmas Day
Memorial Day Last Monday in May	Thanksgiving Day	New Year's Eve Day

Represented employees shall receive one floating holiday. Holiday hours shall be accrued during the pay period in which the holiday occurs.

Effective October 29, 2012 thru January 1, 2015, members shall be afforded twelve (12) holidays. One floating holiday will be discontinued in exchange for the City implementing holidays capped at nine hours credit. Any employees working a shift in excess of nine hours will use their vacation or holiday leave balance to account for their full shift for a holiday. The other holiday eliminated is the Day after Thanksgiving. Effective January 1, 2015, City Hall shall re-open Fridays as an 8 hour work day, implement a 9/80 work schedule and a 40 hour weekly work schedule will be restored.

If the holidays of Christmas, New Years, the 4th of July and Veterans Day land on a Saturday or a Sunday, employees will not be afforded a Thursday or a Monday off (for the Holiday itself and Christmas Eve and New Years Eve Holidays) but will be credited 8 hours towards their holiday bank for the duration of time City Hall is

closed on Fridays. If the 4th of July and Veterans Day land on a Friday, employees will be afforded the preceding Thursday off. The regular holiday schedule is reinstated January 1, 2015, a 9/80 work schedule is implemented with a 40 hours' work week and Fridays return as a 8 hour work day.

- B. The employee shall be subject to two (2) separate holiday accumulation banks, each of which shall consist only of floating holidays. The first holiday bank (Bank No. 1) shall consist of those floating and/or minimum staff day holidays not utilized during the fiscal year 1992/93, and the total number of holidays accrued on or before June 19, 1993. The number of holidays contained within this Bank No. 1 shall not increase.
- C. The maximum "holiday" accrual shall be eighty (80) hours.
- D. Holiday usage may be deducted from either of the above two (2) banks.
- E. Library employees, who are required to work a Saturday on a three-day weekend, in order to keep the Library open, shall accrue compensatory time off for actual time worked at a straight time rate.
- F. Only those employees who hold probationary or regular appointments shall receive compensation for legal holidays. However, employees holding probationary or regular appointments must be on paid status on both the workday prior to, and the workday following the holiday, in order to receive compensation for the holiday. An employee on vacation, sick leave, or other paid leave of absence is considered to be in a paid status and, therefore, would receive compensation for the holiday.

ARTICLE 19: AUTHORIZATION TO UTILIZE PAID LEAVE TIME

Each unit member's Department Director or his/her designee shall have sole discretion to approve or deny an employee's request to take paid leave time off (i.e. vacations, etc.). The Department Director's determination shall be based upon the service needs of the City and the leave request may be denied by the Department Director if he/she determines that utilization of leave time off will or may have a negative effect on provision of services.

ARTICLE 20: ACTING ASSIGNMENTS

Acting assignments shall be filled in the following manner (to the extent that this Article is inconsistent with the City Personnel Rules, this Article shall prevail):

- A. Need for Acting Assignments - To assure the orderly performance and continuance of municipal services, the City may be required to temporarily upgrade employees on acting basis to positions of a higher classification. For the purposes of this Article, it is understood that acting assignments may be required in order to temporarily fill position classification vacancies, which may exist for any of the following reasons:

1. A position classification is permanently vacant and is scheduled to be filled by a regular full-time employee and a limited period of time is required in order to proceed with and complete the normal appointment procedure.
2. A position classification is temporarily vacant although, permanently filled, because the regular employee is on an approved paid or unpaid leave of absence.

It is not the intent of the City to circumvent or avoid the normal employment or promotion process and therefore, the City shall make every possible and reasonable effort to fill vacancies in a most expeditious manner and to keep the need for such acting assignments to a minimum.

- B. Selection for Acting Assignments - The selection of an employee for acting assignments shall be at the sole discretion of the Department Director or his/her designee, taking into consideration the requirements of the position to be filled and the qualifications, job performance, and seniority of those employees eligible for the acting assignment. No persons shall be appointed to an acting assignment either when on probation or into a position classification more than one class level above his or her regular class in those instances where such an assignment would result in the acting employee being in a supervisory position in relation to an employee who is regularly the acting employee's supervisor. If a person is appointed to an acting assignment in a position classification more than one class level above his or her regular class and if during the term of said acting assignment, the vacant class level immediately below the acting position is filled, then the acting assignment shall terminate with the employee being restored to his/her regular position.
- C. Pay for Acting Assignments - Acting pay shall be authorized when an employee is acting in a higher level position commencing with the start of the thirtieth consecutive working day that the employee is acting in the higher level position and paid retroactively to the first day of the acting assignment. Acting pay shall be authorized at Step 1 of the position classification to which the acting assignment is made, provided that Step 1 is at least 5% higher than the base salary of the employee's regular assignment. If Step 1 is less than 5% greater, the acting appointment will be made at the first step which is greater than 5%, but is less than 10% above the base salary. No changes in employee benefits shall be granted to employees in acting assignments.
- D. Status of Employee in Acting Assignment - Time served in an acting assignment shall not be credited towards completion of a probationary test period in the acting position. Times served in an acting position shall not alter the employee's anniversary date. If the acting employee would have been eligible for a merit increase had the acting appointment not been made, then the employee shall remain eligible for such merit increase with the employee's performance in both the regular and acting positions being considered.

- E. Duration of Acting Assignment - Absent exigent circumstances, a position in the competitive service shall not be filled in an acting capacity for more than six (6) consecutive months. The City shall meet and consult with the Association prior to any extension of an acting appointment beyond six-months and at mutually agreeable intervals thereafter during continuation of acting assignment.

ARTICLE 21: BILINGUAL PAY

Association members who are capable of speaking, interpreting and, on an occasional or sporadic basis, providing limited general translation for routine correspondence (i.e., constituent letters, resident suggestions/complaints, newspaper articles, etc.) in a foreign language as deemed useful by the City shall receive \$50.00 per month bilingual skill pay in addition to his/her regular salary.

The City shall establish qualifying tests to determine bilingual capability and certification. Employees who become eligible for bilingual pay may be required to recertify their eligibility every four years.

To be eligible for bilingual pay, the employee must routinely and regularly use his/her translation and interpretation skills in the performance of his/her regular duties that includes customer service and public contact. Should the employee's duties change such that the use of bilingual skills is no longer required, the bilingual skill pay shall cease. Eligibility for bilingual skill pay is subject to the approval of the Department Director and Human Resources Director and their decision is not subject to appeal. Further, the number of employees to be approved as qualified to translate in any language shall be at the sole discretion of the City and such determination is not subject to any appeal.

ARTICLE 22: UNIFORM ALLOWANCE

- A. Regular Employees - Employees who are required to wear uniforms, and who receive a full clothing issue pursuant to section B of this Article, will be paid an annual uniform allowance of \$175.00 in payments. These payments of \$43.75 will be made during the months of January, April, July, and October. Effective January 2008, the annual uniform allowance shall be increased to \$300.00 per year. Payments of \$75.00 shall be made in the months designated above.

1. Personnel assigned to the Auto Shop, who are required to wear a uniform, shall not receive a uniform allowance but, in lieu, uniforms will be provided and maintained through a uniform service vendor. Selection of uniform service vendor and uniform articles shall be at the sole discretion of the City.
2. Employees receiving uniform allowance payments may elect to use either a Uniform Service Provider or receive store "credit". Any change is to be coordinated with the Management Services Department and approved by the

Department Director and the Director of Human Resources/Risk Management.

- B. Probationary Employees - A probationary employee assigned to the Water, Parks or Maintenance Service Department and who is required to wear a uniform, will be provided with the full clothing issue (5 uniforms and 1 jacket) at time of his/her appointment. A probationary employee assigned to the Police Department and who is provided a uniform will be provided with the full clothing issue as issued other police civilian personnel as per the Police Department's uniform policy and as approved by the City Manager.

If the employee leaves, either voluntarily or involuntarily during the twelve-month probationary period, \$175.00 will be deducted from his/her final paycheck to reimburse the City for the initial clothing issue or uniform allowance.

After the employee has completed twelve (12) months of service, the employee will then be entitled to receive the next quarterly clothing allowance.

- C. Uniform Replacement - An employee who damages or destroys his/her uniform while performing City services shall be reimbursed for the replacement cost of the uniform. This provision shall not be applicable to normal wear and tear on the uniform, nor shall it be applicable to items of a personal nature (non-uniform clothing, jewelry, watches, wallets, eyeglasses, etc.). An employee shall give the damaged or destroyed uniform to a supervisor prior to being authorized replacement cost.
- D. An employee terminating from City service will retain uniform items. However, the City identification patches shall be removed by the employee and turned in to the appropriate Department Director or Division Manager.
- E. Optional Clothing - Hats are not a required item of the uniform except where the Division or Department requires safety hard hats. However, an employee who is not required to wear a safety helmet may purchase and wear a poplin brimmed hat of a color to blend with his/her uniform.
- F. Safety Boots - Employees whose position requires safety boots, per OSHA regulations, will be provided with one pair of safety boots per fiscal year. The City shall select the vendor and the quality of the boots to be provided. Safety boots will be available on August 1st of each fiscal year. The maximum annual allowance for purchase of appropriate safety boots is \$225.00.

In cases where the nature of the employee's duty assignment causes exceptional wear, the Department Director may, in his/her sole discretion, authorize the replacement of one pair of safety boots or one pair of uniform issue shoes. In no case shall an employee receive more than three pairs of safety boots or one additional pair of uniform shoes in any 24-month period.

ARTICLE 23: HEALTH INSURANCE

A. MEDICAL INSURANCE

1. Effective November 1, 2012, the City agrees to increase the medical contribution from \$790 to \$840 and effective July 1, 2013 the City agrees to increase the medical contribution from \$840 to \$875. This shall be referred to as the "medical insurance payment cap."

Re-opener Language: During the term of this agreement, the parties agree to the meet and confer process as regards Article 23, Health Insurance, in its entirety. The subject matter of the meet and confer is to discuss the possibility of returning to CALPERS Health Insurance Plans, establishing an employee Premiums Only Cafeteria Plan, a retiree Health Reimbursement Account and issues of eligibility requirements for retiree medical insurance and the amount of City funding of retiree medical insurance premiums, and modifying the vehicle by which retiree medical insurance is made available, such as a Trust 115 Account.

2. The City shall provide a \$170.00 payment per month for an employee who waives city-paid medical coverage and can provide proof that they are enrolled as a dependent on a non-City employee's health insurance plan. Enrollment onto, and withdrawal from, City-paid medical is subject to the medical provider's policies.
3. Should the cost of the minimum available "employee only" premium for medical insurance coverage exceed the medical insurance payment cap, the City shall pay the full amount of the "employee only" premium for coverage. The employee shall pay the amount of the insurance premium for dependent coverage that exceeds the medical insurance payment cap.
4. For bargaining unit members hired prior to January 1, 2012, the City agrees to pay \$355.00 toward the monthly premium of each retired employee who has retired under the Public Employees' Retirement System or the Massachusetts Mutual Retirement Plan. This shall be referred to as the "retired employee medical insurance payment cap." The City also agrees to pay the full cost, up to the retired employee medical insurance payment cap, of a retired employee's premium for the plan which supplements and coordinates with Medicare. Should the premium for the minimum available "retired employee only" premium for medical insurance exceed the retired employee medical insurance payment cap, the City shall pay the full amount of the "retired employee only" premium coverage. The retired employee shall pay the amount of the insurance premium for dependent coverage that exceeds the retired employee medical insurance payment cap.

- a. Effective January 1, 2007, the "retired employee medical insurance payment cap" for MMA retirees who retired with 20 or more years of service with the City, shall be \$435.00 per month.
5. Unit members hired subsequent to January 1, 2012, shall not be eligible for city paid retiree health insurance benefits.
 - a. During the term of the agreement, the parties agree to establish an alternative, employee paid retiree medical insurance funding mechanism (pursuant to IRS Code 501 (c)(9), also known as VEBA, or other similar provision), to provide for post-employment medical coverage for eligible employees hired after January 1, 2012,
 - b. Should the City fail to implement, during negotiations for successor Memoranda of Understanding with all other recognized employee organizations, the same or similar modifications to retiree medical insurance coverage, then the terms of this Article shall revert to the language as it existed prior to the adoption of this MOU.

B. DENTAL INSURANCE

Effective January 1, 2010, the City shall pay a maximum total monthly amount up to \$60.00 per month toward the premium for dental insurance for each eligible employee and all eligible dependents. The employee shall pay the amount of the total insurance premium that exceeds \$60.00 per month.

C. VISION INSURANCE

Employees covered under the provisions of this MOU shall be eligible for the City's Vision insurance plan. Coverage shall be for the employee only and the City shall pay the full cost of the premium. The plan design shall be: examination, frame and lenses every 12 months. Deductible shall be \$10.00/exam and \$20.00/frame and lenses.

1. Effective January 1, 2008, an employee's dependents are eligible for enrollment in the vision plan provided under this MOU. The City shall commence contribution of up to a maximum of \$20.00 per month for an employee's vision coverage. Enrollment of dependents is voluntary, but if an employee elects to enroll dependents, then all eligible dependents must be enrolled ("eligible dependents" is defined as any and all dependents enrolled on an employee's medical or dental plan).

D. LIFE INSURANCE

1. The City shall provide every employee with a \$50,000 life insurance policy.

2. Each employee may purchase additional insurance. Any premium cost for the additional life insurance shall be paid solely by the employee. The City shall provide a program offered to employees which allows purchase of supplemental life insurance amounts in \$10,000 increments up to the lesser of \$300,000 or 3 times the employee's salary.

E. **LONG TERM DISABILITY INSURANCE**

Effective July 1, 1991 the City shall pay the full premium for long-term disability insurance.

ARTICLE 24: PERS CONTRIBUTION

- A. Effective October 1, 2011, all association members will pay 100% of the full 8% employee's share of the CalPERS retirement contribution.

ARTICLE 25: RETIREMENT BENEFITS

Association members shall be eligible for the following retirement benefits:

- A. For employees hired prior to the adoption of the CalPERS contract amendment in 2011, retirement benefits will be provided by a combination plan through the Public Employees' Retirement System (PERS) and the Massachusetts Mutual Life Insurance Company. Effective January 1, 2013, the City shall provide to newly hired employees, the PERS retirement formula known as 2% @ 62 with the average of the three (3) highest consecutive years of compensation. The current retirement formula is known as the "2.7% at Age 55 Plan.", one (1) year final compensation (12 highest paid consecutive highest months/Section 20042).
 1. Retirement benefits for service on and after April 3, 1976 will be provided by the Public Employees' Retirement System, except for employees who were age 55 or over on April 3, 1976.
 2. Retirement benefits for service prior to April 3, 1976 will be provided by the Massachusetts Mutual Life Insurance Company. All employees who were age 55 or over on April 3, 1976 will be excluded from enrollment into the Public Employees' Retirement System and will receive retirement benefits for all approved service through Massachusetts Mutual Life Insurance Company.
- B. The 1959 Survivor's Benefit - The City shall provide Level 4 Survivor's Benefit. Any resultant CalPERS cost increase designated as constituting "employee" costs for this benefit shall be borne by the employee.
- C. Credit for Unused Sick Leave Section 20965.

- D. One (1) year final compensation (Section 20042) for employees hired prior to January 1, 2013 and average of the 3 consecutive highest years for employees hired after said date.
- E. Effective November 1, 2003, Military Service Credit as Public Service (Section 21024).

ARTICLE 26: EDUCATIONAL ENROLLMENT COST REIMBURSEMENT

- A. Effective October 29, 2012 educational costs shall be limited to two thousand dollars (\$2,000) annually per unit member for eligible reimbursement expenses as defined within this Article. Tuition fee reimbursement is established at California State University - Los Angeles rates. Enrollment cost reimbursement is subject to approval by both the Department Director and Director of Human Resources and Risk Management. In rendering a reimbursement determination, the Department Director and Director of Human Resources and Risk Management shall consider whether or not the course(s) for which reimbursement is sought is related to the employee's then existing principal duties and the availability of funds for reimbursement purposes. No employee shall be entitled to reimbursement unless pre-course enrollment written authorization for reimbursement is received from the Department Director and Director of Human Resources and Risk Management. The reimbursement eligibility determinations described herein are not subject to any administrative or judicial appeal procedure and the decision of the Department Director and Director of Human Resources and Risk Management shall be final.
- B. An employee must have completed their initial probationary period to be eligible for Educational Cost Reimbursement under this Article.
- C. An employee who separates from City service within 12 months of receiving educational cost reimbursement shall reimburse the City the full amount of educational cost reimbursement that he/she received in the preceding 12-month period.
- D. Educational cost reimbursement shall be provided for tuition fees for college-level courses in an accredited academic institution only, as determined by the Director of Human Resources and Risk Management.
- F. An employee will be reimbursed up to seventy-five (\$75.00) dollars for books each semester (or equivalent). Reimbursement shall only be for books required for the approved course(s). All requests for reimbursement shall be accompanied by valid receipts.

ARTICLE 27: SALARIES

A. Salaries of represented employees shall be adjusted in the following manner:

- a. Commencing October 29, 2012, the City shall implement a 9/36 hour work schedule with a 10 percent furlough for 18 months and City Hall shall be closed every Friday. Effective April 1, 2014 the City shall implement a 9.5/36 work schedule with a 5 percent furlough for 9 months and City Hall shall be closed every Friday. Effective January 1, 2015, City Hall shall re-open Fridays as an 8 hour work day, implement a 9/80 work schedule and a 40 hour weekly work schedule will be restored.
- b. Current salary ranges for represented employees are reflected in Attachment A, and are incorporated herein by this reference.
1. Current salaries for represented employees are shown in Attachment A, and incorporated reference herein by.

B. There shall be approximately 2.5% between each step of steps 1 through 9 and approximately 5% between steps 9 and 10. Advancement within the ten-step salary range shall be subject to the terms and conditions as set forth herein:

1. Except as modified herein, all other existing rules governing salaries step increases and performance ratings shall remain as provided for in Municipal Code Chapter 2.36.050 - Step Increase and 2.36.060 - Performance Rating System for Employees.
2. Municipal Code Section 2.36.050 (6), Step Increase, based upon prior practices, shall be interpreted as follows: Any employee receiving an unsatisfactory rating report under the performance rating system set forth in Section 2.36.060 shall be rated once each calendar month thereafter. The receipt by any employee of three consecutive unsatisfactory performance ratings shall be grounds for disciplinary action up to and including dismissal.
3. Advancement between steps may occur at intervals of no less than one year. Recommendations for step increases or denial of step increases must be accompanied by a performance evaluation to substantiate performance. No multiple step increases may be granted. Performance evaluations and consideration of merit adjustments shall be due annually on the employee's anniversary of the probationary appointment to his/her position classification. Nothing in this Article shall prevent a supervisor from exercising management rights to suspend, reduce, demote, layoff, or terminate for cause an employee in accordance with City Personnel Rule XIII - Changes in Employment Status, or Rule XIV - Separation from the Service, or Rule XV - Disciplinary Proceedings.

4. Advancement from step 1 through step 5 shall be contingent upon receiving "meets standards" performance evaluations or better. Advancement above step 5 and through step 9 shall be contingent upon receiving "exceeds standards" performance evaluations or better.
 5. Advancement to step 10 is both temporary and conditional upon achieving "outstanding" performance as determined by rules set forth by the City Manager. Sustained placement at step 10 of the range is not guaranteed, but must be earned on an annual basis. Failure to achieve "outstanding" performance ratings in a succeeding year shall result in the employee's salary being returned to step 9.
- C. Special Skill Pay: Effective July 14, 2007, the special skill pay for each unit member who possesses a current license issued by the State of California as an Agricultural Pest Control Advisor will be decreased from \$325.00 per month to \$100.00 per month.
- D. Auto Mechanic Certification Pay:
1. The Equipment Maintenance Supervisor will be eligible for certification premium in the amount of \$30.00 per month for each ASE Automotive/Light Truck Certification up to a maximum of 2 such certifications. The maximum certification pay under this Sub-Section 1. is limited to \$60.00 per month.
 2. Upon receipt by the Equipment Maintenance Supervisor of certification as an ASE-Certified "Master Automotive Technician," in lieu of the premium indicated in Sub-Section 1. above, the individual so certified shall be eligible for certification premium in the amount of \$100.00 per month.
- E. First Responder Standby - Qualified non-exempt employees of the Public Works Department or Parks Division of the Recreation & Parks Department may be assigned, at the discretion of the City, as First Responder Standby for after-hours emergency response. In addition to any additional reporting procedures established by the City, the following provisions shall apply to any individual assigned to First Responder Standby status:
1. First Responder Standby duty shall be assigned to no more than three individuals City wide (one of which shall be fully qualified to respond to water distribution incidents and one to water production incidents) for a period of seven (7) calendar days. The First Responder Standby schedule shall be determined at the sole discretion of the City.
 2. An individual so assigned shall be compensated at the rate of \$25.00 per weekday (0001 hrs. Monday through 2400 hrs. Thursday) and \$45.00 per weekend day (0001 hrs. Friday through 2400 Sunday).

3. Should an employee be assigned First Responder Standby status on a City designated holiday (defined as the actual date of holiday), compensation shall be at the rate of \$50.00.
4. While on First Responder Standby status, the assigned employee shall: carry a City provided pager, cell phone and lap-top computer (if applicable); respond via telephone within five (5) minutes to any page; and report fit-for-duty to the incident site within 25 minutes (no later than 45 minutes) following receipt of call-out information (or, if applicable, correct problem via computer). Failure to abide by the provisions of this sub-section 3 will result in forfeiture of stand-by compensation for that 24-hour period and may result in removal from standby assignment and/or disciplinary action.
5. To be eligible for First Responder Standby assignment an individual must be certified by the Public Works Maintenance Manager, Water Utility Manager and Parks Superintendent as:
 - a. Having adequate knowledge of: traffic control protocols; sewer, water and irrigation systems; and operation of designated equipment to effectively perform as a First Responder to after-hours emergency situations; and,
 - b. Residing in a geographic location that allows for a response time as designated in sub-section 4 above.
6. The parties mutually agree that this program shall be formally evaluated annually. Said evaluation will include evaluation of the effectiveness of the program and such measurements as: a review of number of call-outs, response time, type of calls, ability of first responder to clear call without additional support, time to clear call, number of calls for additional support, response time for support personnel and any other measurements determined appropriate by the City.
7. The Association specifically acknowledges that the City maintains the sole and exclusive right to assign personnel to First Responder Standby and to determine the need for such assignment. Nothing contained in this Article 9, Section F shall create a duty upon the City to assign individuals to First Responder Standby nor shall any individual have a right to be so assigned. The City agrees to meet and consult with the Association prior to any modification or termination of the First Responder Standby program.

ARTICLE 28: PROBATIONARY PERIOD

Employees who are newly hired or promoted shall serve a probationary period of twelve (12) months.

ARTICLE 29: DUTY HOURS/ALTERNATIVE SCHEDULE

Except as modified herein, duty hours shall be governed by Personnel Rule XI, Attendance and Leaves, Sec. 5, Hours of Work, of the Personnel Rules and Regulations of the City of Monterey Park, which is outlined as follows:

- A. Commencing October 29, 2012, the City shall implement a 9/36 hour work schedule with a 10 percent furlough for 18 months and City Hall shall be closed every Friday. Effective April 1, 2014 the City shall implement a 9.5/36 work schedule with a 5 percent furlough for 9 months and City Hall shall be closed every Friday. Effective January 1, 2015, City Hall shall re-open Fridays as an 8 hour work day, implement a 9/80 work schedule and a 40 hour weekly work schedule will be restored.
- B. Any such assignments shall be based upon the needs of the Department and will be made at the sole discretion of the Department Director subject to approval of the City Manager.
- C. Department Directors shall have full latitude and authority to establish and/or change any individual's schedule depending on the needs of the Department.
- D. "Holidays" are defined as nine (9) hours in duration or if a holiday lands on a Saturday or Sunday the employees holiday bank shall be credited eight (8) hours as described in the following paragraph.

If the holidays of Christmas, New Years, the 4th of July and Veterans Day land on a Saturday or a Sunday, employees will not be afforded a Thursday or a Monday off (for the Holiday itself and Christmas Eve and New Years Eve Holidays) but will be credited 8 hours towards their holiday bank for the duration of time City Hall is closed on Fridays. If the 4th of July and Veterans Day land on a Friday, employees will be afforded the preceding Thursday off. The regular holiday schedule is reinstated January 1, 2015 and Fridays return as an 8 hour work day. An employee working on an alternative schedule will be required to use accrued time (with the exception of "sick time") to make up any difference between nine (9) hours holiday and the actual number of hours they are regularly scheduled to work that "holiday" day

- E. An employee will be required to utilize the exact number of hours associated with their schedule for any requested work shifts off (i.e., 9 hours for vacation, compensatory, sick, and/or holiday time).
- F. Individual employees may request to maintain a 5/40 schedule (i.e., Monday - Friday). The decision of the Department Director to grant or deny such a request is not subject to appeal or further review.

ARTICLE 30: DEFERRED COMPENSATION PLAN

A deferred compensation plan will be made available to all members of the City of Monterey Park Mid- Management Association.

ARTICLE 31: PERSONNEL RULES AND REGULATIONS

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

The parties have met and conferred on the City's Layoff Policy and Alcohol and Drug Abuse Testing Policy. The parties agree that the City will implement both policies as administrative regulations. Upon completion of the Personnel Rules and Regulations, the above administrative regulations shall become part of the City Personnel Rules and Regulations. The parties agree that the above policies are not subject to meeting and conferring during the meet and confer session on the city Personnel Rules and Regulations.

ARTICLE 32: INDUSTRIAL INJURY

All full time employees shall be allowed for each injury or illness, normal salary for the first day of absence to, and including, the last day of absence for a period not to exceed 120 calendar days that occur within a 36 month period.

If the employee is still receiving temporary disability payments after entitlement to industrial injury or illness leave is exhausted, the employee shall be placed on regular sick leave, vacation leave, or accumulated compensatory time off. While Temporarily Totally Disabled (TTD), the employee shall be entitled to use only so much of such other leave benefits (i.e. sick, vacation, comp, etc), which, when added to temporary disability payments, provide for a normal full day's wage or salary.

However, regardless of an employee being in receipt of benefits pursuant to Labor Code Section 4650 et. seq., the City shall be authorized to make application for said employee's disability retirement in those instances where the employee is either permanent, stationary and incapacitated for the performance of his or her duties, or in the alternative, where there is not a reasonable medical certainty that the employee, although not permanent and stationary, will recover to the extent necessary to perform the essential duties of his/her position regardless of whether or not any form of paid leave remains in the employee's various paid leave accounts.

During the time frame that an employee is on full paid leave, the employee shall continue to accrue all fringe benefits with the exception of holidays.

Nothing herein shall prohibit an employee from requesting a leave of absence without pay from the City Council. Such leave is not guaranteed nor may it exceed beyond a period of one (1) year from date of injury.

The granting of industrial injury and illness leave may be withheld until the City has accepted the injury or illness as being an industrial accident or a compensable injury.

ARTICLE 33: UNIT DETERMINATION AND MODIFICATION

A. Policy and Standards for Determination of Appropriate Units

The policy objectives in determining the appropriateness of units shall regard the effect of a proposed unit on: (1) efficient operations of the City and its compatibility with the primary responsibility of the City and its employees to effectively and economically serve the public, and on (2) providing employees with effective representation based on recognized community of interest considerations. These policy objectives require that the appropriate unit shall be the broadest feasible grouping of positions that share an identifiable community of interest. Factors to be considered shall be:

1. Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.
2. History of representation in the City and in similar employment: except however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.
3. Consistency with the organizational patterns of the City.
4. Number of employees and classifications, and the effect on the administration of employer-employee relations because of the fragmentation of classifications and/or proliferation of units.
5. Effect on the classification structure and impact on the stability of the employer-employee relationship because of dividing a single or related classification among two or more units.

Notwithstanding the foregoing provisions of this Section, managerial, supervisory and confidential responsibilities, as defined in this Section, are determinative factors in establishing appropriate units hereunder. Therefore, such managerial, supervisory and confidential employees may not represent any employee organization that represents other employees and may not be represented by the same.

The Director of Human Resources and Risk Management shall, after notice to and consultation with affected employee organizations, allocate new classifications or positions, delete eliminated classifications or position, and retain, reallocate or delete modified classifications or positions. from units in accordance with the provisions of this Section.

The following definitions apply to this Section:

1. "Appropriate Unit" means a unit of employee classes or positions, established pursuant to this Section.
2. "Management Employee" means any employee having responsibility for formulating, administering or managing the implementation of City policies and programs.
3. "Supervisory Employee" means any employee having authority, in the interest of the City, to hire, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the forgoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
4. "Confidential Employee" means any employee who assists and acts in a confidential capacity to person(s) who formulate, determine, and effectuate management policies in the field of employee relations and/or who has access in the course and scope of employment to any information that is or may be utilized in formulating such management policies.

B. Procedure for Modification of Established Appropriate Units

1. Requests by employee organizations for modification of established appropriate units shall be considered by the Director of Human Resources and Risk Management. Such requests shall be submitted in the form of a Recognition Petition and, in addition to the requirements set forth in Municipal Code Section 2.32.050, shall contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in Section A of this Article. Any Association request for modification to its unit shall be limited to a two (2) week window period annually to be determined by the Director of Human Resources and Risk Management with reasonable notice to the Association. The Director of Human Resources and Risk Management shall process such petition as recognition petitions are processed under this Chapter.
2. The Director of Human Resources and Risk Management may, on his/her own motion, propose that an established unit be modified. The Director of Human Resources and Risk Management shall give written notice of the proposed modification(s) to any affected employee organization. Any affected employee organization may, within seven (7) calendar days after service of notice, request a meeting with the Director of Human Resources and Risk Management by which to contest the proposal(s). Not later than seven (7) calendar days after receipt of such request, the Director of Human Resources and Risk Management shall conduct such meeting at which time all affected employee organizations shall be heard. Thereafter, the Director

of Human Resources and Risk Management shall determine the composition of the appropriate unit or units in accordance with Section A of this Article, and shall give written notice of such determination by depositing the same in the mail, addressed to the affected employee organizations. The Director of Human Resources and Risk Management's determination may be appealed as provided in paragraph 3 of this Section. However, if a unit is modified pursuant to the motion of the Director of Human Resources and Risk Management, employee organizations may thereafter file Recognition Petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit or units pursuant to Section 2.32.050 of the Municipal Code.

The "meeting" described herein shall be informal and shall consist of the participating employee organization providing verbal and/or written input regarding its position.

3. Appeals

An employee organization aggrieved by an appropriate unit determination of the Director of Human Resources and Risk Management pursuant to this Section may, within ten (10) calendar days of mailing by the Director of Human Resources and Risk Management of notice thereof, appeal such determination to the City Manager for final decision.

Appeals to the City Manager shall be filed in writing with the City Manager's Secretary and a copy shall be provided to the Director of Human Resources and Risk Management by the appellant. The written appeal shall be received by the City Manager's Secretary no later than ten (10) calendar days after the Director of Human Resources and Risk Management's decision was mailed.

A unit designated by the Director of Human Resources and Risk Management need not be "most appropriate," or "more appropriate," but need only be "appropriate." If "appropriate," then the City Manager shall affirm the decision of the Director of Human Resources and Risk Management. If not "appropriate," then the City Manager shall determine which unit is "appropriate."

An employee organization's appeal shall state the complete basis for the appeal and shall be confined to a determination of whether or not the unit resulting from the Director of Human Resources and Risk Management's decision was "appropriate" pursuant to the guidelines of Paragraph 1, above. The City Manager shall conduct the appeal hearing within fifteen (15) calendar days of receipt of the appeal and shall issue his/her written decision within fifteen (15) calendar days after conclusion of the hearing. The City Manager's decision shall be served upon the appellant(s) by depositing the same in the U.S. mail, and shall be administratively final and binding.

- 4 To the extent that any element of this Section is inconsistent with any other provision of this Chapter, the provisions of this Section shall prevail to the extent necessary to cause the Section to be operative.
- 5 Subsequent to this agreement, should the City and another association adopt a version of this Article 33 of the MOU that is different than that adopted by the City and the Association, the Association has the right to negotiate and adopt any such changes limited to this Article 33 and include them in this MOU.

ARTICLE 34: WRITTEN NOTICES TO THE ASSOCIATION

The City agrees to give written notice to the Association of all meetings of the City Council and/or the Personnel Board that would cover any terms or conditions of any employee covered by the terms of the Memorandum. Said notice will be delivered to either an employee representative or other member of the employee group within a reasonable period of time prior to any such meeting.

ARTICLE 35: GENERAL PROVISIONS

- A. This Memorandum shall not in any way interfere with the obligations of the parties hereto to comply with the State and Federal laws, or of any rule, regulation, or order issued by such government authority pertaining to matters covered herein. If any provision, or provisions, of the Memorandum should be affected by State or Federal laws, or of any rule, regulation, or order issued by such governmental authority, or if any provision, or provisions, should be held invalid by a court of record, the remainder of the Memorandum shall not otherwise be affected thereby.
- B. The parties acknowledge that during the meeting and conferring in good faith, which resulted in this Memorandum, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of meeting and conferring, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity is set forth in this Memorandum.

Therefore, the City and the Association, for the life of this Memorandum, each voluntarily unqualifiedly waives the right, and each agrees, that the other party shall not be obligated to meet and confer with respect to any subject or matter referred to or covered in this Memorandum, or with respect to any subject or matter not specifically referred to or covered in this Memorandum, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they met and conferred or signed this Memorandum.

- C. The parties hereto agree to continue their long-standing policies in that there shall be no discrimination against any employee because of membership or non-membership in the Recognized Employee Organization, or because of race, color, creed, national origin, age, gender, legal disability, marital status, sexual orientation and political/union activity, provided that said provisions shall not result in the creation of more broad benefits than presently provided to unit members, nor shall said provisions result in additional funding of benefits.
- D. The parties hereto agree that this Memorandum cannot be modified, changed, and/or canceled in any way except by mutual consent of said parties in writing, or as set forth in Article 36.
- E. Subject to the agreements reflected in Side Letters #1 - #4, incorporated by reference as Attachment B, this agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior agreements, commitments, and practices.

ARTICLE 36: REOPENER

- a. The parties agree to meet to discuss amendments to existing lay-off language.
- b. During the term of this agreement the parties agree to the meet and confer process as regards Article 20, Health Insurance, in its entirety. The subject matter of the meet and confer is to discuss the possibility of returning to CALPERS Health Insurance Plans, establishing an employee Premiums Only Cafeteria Plan, a retiree Health Reimbursement Account and issues of eligibility requirements for retiree medical insurance and the amount of City funding of retiree medical insurance premiums, and modifying the vehicle by which retiree medical insurance is made available, such as a Trust 115 Account.

ARTICLE 37: TERM OF MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding shall be in effect for a basic term commencing October 1, 2012 – June 30, 2015 and shall continue in effect from year-to-year thereafter, unless or until terminated. This Memorandum may be terminated as of the end of the initial term or any subsequent contract period by either party giving written notice to the other not less than sixty calendar days prior to the termination date. Any amendment to this Memorandum, in order to be effective at the end of the basic term or any subsequent term, may be proposed by either party in a letter given to the other party at least sixty days prior to the end of the basic term, or subsequent term, and a conference shall be held within thirty days following the receipt of such notice. During such meeting-and-conferring, the Articles of the Memorandum shall continue in effect.

ARTICLE 38: CITY COUNCIL APPROVAL

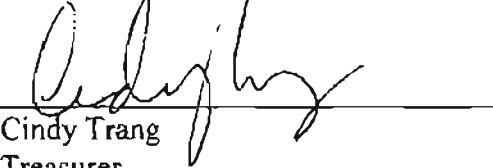
It is, however, the mutual understanding of all parties hereto that this Memorandum of

Understanding is of no force or effect whatsoever unless or until ratified by the City Council of the City of Monterey Park.

IN WITNESS HEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 17th day of October 2012.

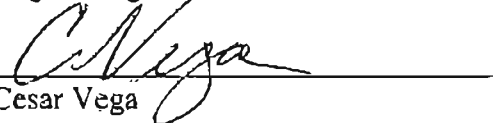
**MONTEREY PARK MID-MANAGEMENT
ASSOCIATION**

By: 
Tim Shay, MMA President

By: 
Cindy Trang
Treasurer

By: _____
Cindy Costales
Negotiating Team Member

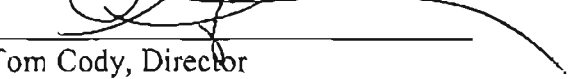
By: 
Rey Alfonso
Negotiating Team Member

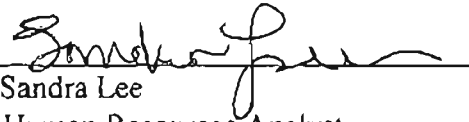
By: 
Cesar Vega
Negotiating Team Member

By: _____
Brian Niehaus
CEA Representative

CITY OF MONTEREY PARK

By: 
Paul Talbot
City Manager

By: 
Tom Cody, Director
Human Resources & Risk Management

By: 
Sandra Lee
Human Resources Analyst

MID-MANAGEMENT 2012-2015 SALARY TABLE

Effective 10/01/2012

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Assistant City Engineer	12	8,953	9,177	9,406	9,641	9,882	10,129	10,383	10,642	10,908	11,454
Building Official	8	7,892	8,089	8,291	8,498	8,711	8,929	9,152	9,381	9,615	10,096
Building Trades Supervisor	1	5,692	5,834	5,980	6,130	6,283	6,440	6,601	6,766	6,935	7,282
Civil Engineering Associate	11	6,463	6,625	6,790	6,960	7,134	7,313	7,495	7,683	7,875	8,269
Consumer Services Supervisor	2.5	6,070	6,221	6,377	6,536	6,700	6,867	7,039	7,215	7,395	7,765
Deputy City Clerk	3	6,182	6,336	6,495	6,657	6,823	6,994	7,169	7,348	7,532	7,908
Deputy Fire Marshal	13	5,794	5,939	6,087	6,240	6,395	6,555	6,719	6,887	7,059	7,412
Equipment Maintenance Supervisor	1	5,692	5,834	5,980	6,130	6,283	6,440	6,601	6,766	6,935	7,282
Housing Program & Grant Admin Coord	4	6,462	6,624	6,789	6,959	7,133	7,311	7,494	7,682	7,874	8,267
Literacy Program Administrator	1	5,692	5,834	5,980	6,130	6,283	6,440	6,601	6,766	6,935	7,282
Parks Superintendent	3	6,182	6,336	6,495	6,657	6,823	6,994	7,169	7,348	7,532	7,908
Park Supervisor	1	5,692	5,834	5,980	6,130	6,283	6,440	6,601	6,766	6,935	7,282
Planning Manager	9	8,563	8,777	8,997	9,221	9,452	9,688	9,931	10,179	10,433	10,955
Police Records/Dispatch Comm Manager	6	7,102	7,280	7,462	7,648	7,839	8,035	8,236	8,442	8,653	9,086
Principal Management Analyst	4	6,462	6,624	6,789	6,959	7,133	7,311	7,494	7,682	7,874	8,267
Public Works Maintenance Manager	7	7,481	7,668	7,859	8,056	8,257	8,464	8,675	8,892	9,114	9,570
Public Works Maintenance Supervisor	1	5,692	5,834	5,980	6,130	6,283	6,440	6,601	6,766	6,935	7,282
Recreation Superintendent	3	6,182	6,336	6,495	6,657	6,823	6,994	7,169	7,348	7,532	7,908
Recreation Superintendent/Senior Center	3	6,182	6,336	6,495	6,657	6,823	6,994	7,169	7,348	7,532	7,908
Recreation Supervisor	1	5,692	5,834	5,980	6,130	6,283	6,440	6,601	6,766	6,935	7,282
Redevelopment Project Manager	5	6,775	6,944	7,118	7,295	7,478	7,665	7,856	8,053	8,254	8,667
Senior Accountant	3	6,182	6,336	6,495	6,657	6,823	6,994	7,169	7,348	7,532	7,908
Senior Librarian	1	5,692	5,834	5,980	6,130	6,283	6,440	6,601	6,766	6,935	7,282
Special Events Manager	2	5,927	6,075	6,227	6,383	6,542	6,706	6,873	7,045	7,221	7,582
Support Services Manager	6.5	7,215	7,396	7,581	7,770	7,964	8,163	8,367	8,577	8,791	9,231
Transportation Program Manager	3	6,182	6,336	6,495	6,657	6,823	6,994	7,169	7,348	7,532	7,908
Water Distribution Supervisor	2.5	6,070	6,221	6,377	6,536	6,700	6,867	7,039	7,215	7,395	7,765
Water Production Supervisor	2.5	6,070	6,221	6,377	6,536	6,700	6,867	7,039	7,215	7,395	7,765
Water Utility Manager	8.5	8,483	8,695	8,912	9,135	9,363	9,597	9,837	10,083	10,335	10,852

- C. The employee shall advise the Director of Human Resources and Risk Management upon receiving a court order to appear for the initial examination as a prospective juror or subsequently to serve as a juror. The granting of such leave with pay shall be subject to the approval of the City Manager.

ARTICLE 17: LEAVE OF ABSENCE

Leave of Absence shall be governed by Personnel Rule XI, Attendance and Leaves, Sec. 4, Leave of Absence, of the Personnel Rules and Regulations of the City of Monterey Park which is outlined as follows:

- A. The City Manager may grant a regular employee leave of absence without pay for a period not to exceed 90 days.
- B. No such leave shall be granted except upon written request of the employee.
- C. Approval shall be in writing and a copy filed with the Director of Human Resources and Risk Management.
- D. The City Council may grant a regular employee leave of absence without pay for a period not to exceed one year.
- E. Upon expiration of a regularly approved leave, or within a reasonable period of time after notice to return to duty, the employee shall be reinstated to the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty shall be cause for discharge.

ARTICLE 18: HOLIDAYS

- A. Municipal offices, including the Library, and with the exception of the Police and Fire Department facilities, shall be closed on the following holidays:

New Year's Day	Labor Day	
Washington's Birthday 3rd Monday in February	Veteran's Day	Christmas Eve Day
Martin Luther King, Jr. Third Monday in January	Independence Day	Christmas Day
Memorial Day Last Monday in May	Thanksgiving Day	New Year's Eve Day

Represented employees shall receive one floating holiday. Holiday hours shall be accrued during the pay period in which the holiday occurs.

Effective October 29, 2012 thru January 1, 2015, members shall be afforded twelve (12) holidays. One floating holiday will be discontinued in exchange for the City