

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

REGULAR MEETING

**Monterey Park City Hall Council Chambers
320 W. Newmark Avenue, Monterey Park, CA 91754**

**Wednesday
March 20, 2019**

7:00 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.**

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

PUBLIC COMMENTS ON AGENDA ITEMS

You may speak up to 5 minutes on Agenda item. You may combine up to 2 minutes of time with another person's speaking. No person may speak more than a total of 10 minutes. The Mayor and City Council may change the amount of time allowed for speakers.

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

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

CALL TO ORDER **Mayor**

FLAG SALUTE **The Monterey Park Police Explorers**

ROLL CALL **Peter Chan, Mitchell Ing, Stephen Lam, Hans Liang, Teresa Real Sebastian**

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

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

ORAL AND WRITTEN COMMUNICATIONS

[1.] PRESENTATION - None.

[2.] OLD BUSINESS

2-A. CONSIDERATION OF TYLER TECHNOLOGIES, INC.'S REQUEST FOR SUBSTANTIVE CHANGES TO AGREEMENT FOR ENTERPRISE RESOURCE PLANNING SOFTWARE SYSTEM (AWARDED DECEMBER 5, 2018)

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to execute a contract (awarded December 5, 2018), in a form approved by the City Attorney, including substantive changes requested by Tyler Technologies, Inc. for the purchase, installation, licensing and maintenance of an Enterprise Resource Planning (ERP) Software System; and
- (2) Alternatively, discuss and take other action related to this item.

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

3-A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF MARCH 20, 2019

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

- (1) Approve payment of warrants and adopt a Resolution of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated March 20, 2019 totaling \$301.45 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-B. SUCCESSOR AGENCY MONTHLY INVESTMENT REPORT – FEBRUARY 2019

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

- (1) Successor Agency Monthly Investment Report – February 2019
- (2) Take such additional, related, action that may be desirable.

3-C. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF MARCH 20, 2019

It is recommended that the City Council:

- (1) Approve payment of warrants and adopt a Resolution allowing certain claims and demands per Warrant Register dated March 20, 2019 totaling \$658,178.40 specifying the funds out of which the same are to be paid; and
- (2) Take such additional, related, action that may be desirable.

3-D. MONTHLY INVESTMENT REPORT – FEBRUARY 2019

It is recommended that the City Council:

- (1) Receive and file the monthly investment report; and
- (2) Take such additional, related, action that may be desirable.

3-E. CITY COUNCIL MINUTES

It is recommended that the City Council:

- (1) Approve the minutes from the regular meeting of February 20, 2019; and
- (2) Take such additional, related, action that may be desirable.

3-F. MAP NO. 72976 (221-223 S New Ave) – APPROVAL OF FINAL MAP

It is recommended that the City Council:

- (1) Authorizing the City Manager to execute a three year agreement, in a form approved by the City Attorney, with Lawnscape Systems, Inc., for an amount not to exceed \$187,200 for Water Site Landscape and Weed Abatement;
- (2) Authorizing the Director of Public Works to approve change orders up to \$18,720 (up to 10% of PSA amount) for this project; and
- (3) Take such additional, related, action that may be desirable.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The Planning Commission, at their meeting of July 14, 2015, determined this project to be a Class 15 Categorical Exemption pursuant to the California Environmental Quality Act of 1970, as amended; and also determined that the subject tentative map is consistent with the City's General Plan.

3-G. FINAL MAP NO. 74409 (420 N ATLANTIC BLVD) - APPROVAL OF FINAL MAP

It is recommended that the City Council:

- (1) Authorize the City Manager to execute a Subdivision Improvement Agreement for Final Map in a form approved by the City Attorney;
- (2) Accept a 13 feet dedication strip of land along the Atlantic Blvd Frontage and a 15-foot corner radius property line dedication at the northeast intersection of Atlantic Blvd and Emerson Ave for street and public utility purposes;
- (3) Authorize the City Engineer to sign Final Map No. 74409; and
- (4) Take such additional, related, action that may be desirable.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The Planning Commission, at its meeting of June 13, 2017, determined this project to be a Class 15 Categorical Exemption pursuant to the California Environmental Quality Act; and also determined that the subject tentative map is consistent with the City's General Plan.

[4.] PUBLIC HEARING

4-A. PUBLIC HEARING TO RECEIVE INPUT FROM THE COMMUNITY REGARDING THE CREATION OF A CITY COUNCIL DISTRICT-BASED ELECTORAL SYSTEM PURSUANT TO ELECTIONS CODE §10010

It is recommended that the City Council consider:

- (1) Conducting a Public Hearing to receive public testimony on the composition of districts for a district-based electoral system pursuant to Elections Code § 10010;
- (2) Providing direction to the City's demographer regarding the composition of districts for a district-based electoral system pursuant to Elections Code § 10010; and
- (3) Take such additional, related, action that may be desirable.

[5.] NEW BUSINESS

5-A. CONSIDERATION AND POSSIBLE ACTION TO ADOPT A RESOLUTION OF INTENT TO AMEND THE CITY'S CALPERS CONTRACT CAUSING MEMBERS OF THE MONTEREY PARK FIREFIGHTERS ASSOCIATION ("FFA") TO MAKE ADDITIONAL PAYMENTS TOWARD CALPERS COST AS FOLLOWS: AN ADDITIONAL 3% BY CLASSIC EMPLOYEES; AND 0.5% FOR NEW EMPLOYEES. THE PROPOSED ACTION INCLUDES INTRODUCING AN ORDINANCE THAT, IF ADOPTED, WOULD AMEND THE CALPERS CONTRACT

It is recommended that the City Council consider:

- (1) Adopting a Resolution providing notice of an intent to amend the City's CalPERS contract to increase contributions made by FFA members to CalPERS retirement costs;
- (2) Waive first reading and introduce an Ordinance that would amend the City's CalPERS contract. Second reading and adoption would be scheduled for April 3, 2019;
- (3) Authorize the City Clerk to sign the "*Certificate of Compliance with Government Code Section 7507*"; and
- (4) Take such additional, related, action that may be desirable.

5-B. MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE MONTEREY PARK POLICE OFFICERS' ASSOCIATION FIXING THE RATE OF COMPENSATION AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR REPRESENTED EMPLOYEES FOR A FOUR-YEAR TERM JULY 1, 2018 TO JUNE 30, 2022

It is recommended that the City Council consider:

- (1) Adopting a Resolution authorizing the City Manager to execute the Memorandum of Understanding between the City of Monterey Park and the Monterey Park Police Officers' Association (POA); and
- (2) Amend the 2018-2019 Budget to authorize expenditure of \$121,306 for the 2018-2019 fiscal year accordingly; and
- (3) Take such additional, related, action that may be desirable.

5-C. AUTHORIZATION TO ADVERTISE THE REQUEST FOR PROPOSAL (RFP) FOR SPIRIT BUS AND CONSIDERATION OF TRANSIT PROGRAM CHANGE

It is recommended that the City Council:

- (1) Authorize staff to advertise the Request for Proposal (RFP) for the City's Fixed-Route Transit Services - Spirit Bus;
- (2) Provide direction to staff regarding the Fixed-Route Transit Services Contract and Program; and
- (3) Take such additional, related, action that may be desirable.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Taking the recommended action would not result in a potential for resulting in a direct or reasonably indirect physical change in the environment and, accordingly, does not qualify as a "project" under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, *et seq.*; "CEQA") or CEQA regulations (Cal. Code Regs. tit. 14, §§ 15000, *et seq.*; see Cal. Code Regs. tit. 14, §§ 15061(b)(3), 15378). Even if the award of contract were to qualify as a project, it would be categorically exempt as a Class 1 or Class 5 project since, at best, it would constitute a minor alteration of existing public structures involving no expansion of use; or a minor alteration in land use limitations (see Cal. Code Regs. tit. 14, §§ 15301, 15305).

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

- 6-A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA DECLARING THE MONTH OF MARCH AS WOMEN'S HISTORY MONTH, A NATIONAL CELEBRATION THAT HIGHLIGHTS THE CONTRIBUTIONS OF WOMEN TO EVENTS IN HISTORY AND CONTEMPORARY SOCIETY (REQUESTED BY COUNCIL MEMBER REAL SEBASTIAN)

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

ADJOURN



City Council Staff Report

DATE: March 20, 2019

AGENDA ITEM NO: Old Business
Agenda Item 2-A

TO: Honorable Mayor and Members of the City Council
FROM: Annie Young, CPFO, Director of Management Services
SUBJECT: Consideration of Tyler Technologies, Inc.'s request for substantive changes to agreement for Enterprise Resource Planning Software System (awarded December 5, 2018)

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a contract (awarded December 5, 2018), in a form approved by the City Attorney, including substantive changes requested by Tyler Technologies, Inc. for the purchase, installation, licensing and maintenance of an Enterprise Resource Planning (ERP) Software System; and
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On December 5, 2018, the City Council awarded a contract for an ERP software system to Tyler Technologies, Inc. ("Tyler"). Since that time, staff worked with Tyler to fine-tune the contract language including, without limitation, material terms and conditions that Tyler identified as being important in its July 2018 proposal. Most of these are now resolved and included several additional concessions by Tyler. There are three areas, however, that require City Council consideration and approval: limitation of liability; insurance; and indemnification language. Based upon the concessions supplied by Tyler – and its status within the industry – staff believes that it is in the public interest for the City Council to accept Tyler's proposed language.

BACKGROUND:

An overview of the City's need for an ERP software system, the RFP process, and the reasons that Tyler was selected as the successful vendor are explained in the attached staff report from December 5, 2018. Based upon that Staff Report, staff's recommendation, and Tyler's presentation during the Council meeting, the City Council voted to award Tyler the contract.

The Staff Report did not explicitly identify exceptions noted by Tyler via letter dated July 23, 2018 which accompanied its proposal. A copy of that letter is attached for reference (the "Tyler Letter"). Staff believed that these items could be resolved with Tyler before the contract was executed pursuant to Council's direction. That belief was mostly correct. Three items, however, cannot be determined at an administrative level: Tyler's requested changes to (1) the City's standard indemnification clause; (2) the City's standard insurance requirements; and (3) Tyler's desire for a limitation of liability. Resolution No. 11750 explicitly requires Council approval for changes to the insurance. As to the indemnification and the limitation of liability, the City Council should be the one determining whether the concessions offered by Tyler during the negotiations process (i.e., since December 2018) are sufficient to outweigh the potential risks resulting from the changes proposed by Tyler.

➤ *Limitation on Liability*

Technology companies frequently include a limitation on liability clause in their agreements. Historically, the City has been moderately successful in either removing the clauses altogether or, at a minimum, increasing the liability cap. If the clauses remain, the City seeks to match the cap with the insurance policy limit required for a contract (e.g., \$2M which is the City's standard insurance requirement).

Tyler's request provides for a cap on liability that equates to approximately \$590K; the City sought to remove the clause or, at least, equate the cap to the insurance requirements (\$2M). While Tyler rejected that proposal, it is willing to double the cap to approximately \$1.2M.

Since the overall contract is valued at approximately \$900,000, the decision regarding this clause must be made by the City Council.

➤ *Insurance*

On June 17, 2015, the City Council adopted Resolution No. 11750 which establishes the City's insurance requirements for all agreements (as defined in the Resolution). Section 4(D) of the Resolution requires City Council approval for any change in insurance requirements where the City Attorney opines a contract has high risk. The ERP contemplated by this contract affects all City financial transactions; the software tracks virtually every aspect of the City's revenue and expenditures. Additionally, the contract contemplates training at City Hall by vendor employees; travel; and other risk factors. Consequently, the City Attorney views this contract as "high risk" (based on Section 9 of Resolution No. 11750).

Tyler proposes insurance that differs from the City's insurance requirements (and what was set forth in the RFP). Here are the specific differences:

1. City requires a Best AM Rating of "A:VII." Tyler is offering "A-:VII."

2. City requires \$2M per occurrence; Tyler is offering \$2M in aggregate (though it also is providing a \$5M umbrella policy, per occurrence, and a \$5M umbrella policy, in aggregate, that should offset the City's risk).
3. City reserves the ability to review deductibles; Tyler does not want the City to approve the deductible amounts but did provide the range of deductibles (see its attached response).
4. City wishes to have the option of reviewing the insurance policy (as an additional insured); Tyler (per the Tyler Letter and its February 1st response) considers such policies confidential.

Tyler's position is that its

"insurance is established at the corporate level. Tyler is not willing to change the way it insures its entire corporation upon individual client requests. The changes to the City's language here reflect the reality of Tyler's current insurance program. Tyler carries more than adequate levels of insurance, and these insurance levels have been accepted by dozens of California municipalities."

Staff is informed by the City Attorney's office that the City's risk in accepting these proposed changes is likely low:

1. The difference in AM Best rating is negligible: both an "A" and an "A-" rating is considered "excellent" which equates to a company having "a superior ability to meet [its] ongoing obligations to policyholders."
2. While \$2M per occurrence is preferred, the two \$5M umbrella policies should provide sufficient insurance to the City in the event of an unforeseen event.
3. Tyler shared that its current SIR is \$10,000 for Umbrella Liability; current deductibles are \$1,000 for Auto and \$500,000 for Professional Liability. These seem to be reasonable sums for the City to pay in the event Tyler cannot.
4. It is likely that the insurance policy information is not required on the front-end of the contract so long as the City is added as an additional insured to that policy. One option might be to require Tyler to place its insurance policy into an escrow that could be accessed by the City in the event of a claim.

Based upon these factors, staff recommends that the City Council accept Tyler's proposal.

➤ *Indemnification*

Tyler's proposed indemnification language differs from the City's standard clauses. The City's contract templates use a bifurcated indemnification clause to ensure that the City is protected from professional negligence, willful acts, other negligence, and violations of applicable law. The clause related to professional negligence is covered by professional liability insurance; the "general" clause for general damages is insured via commercial general liability (or "CGL") insurance. Professional liability insurance does not provide a defense to the City, i.e., it does not provide an actual attorney, but does reimburse for defense costs. CGL, however, provides a defense (and pays for it).

The City's "general" indemnification clause provides very broad protection to the City; it transfers the maximum risk permissible from the City to the vendor. It also gives the City a reasonable ability to choose its defense counsel. The latter is important since there may be instances where the City would choose to select its own defense counsel in a lawsuit (for various reasons) but be reimbursed for defense costs.

To help with its own risk management, Tyler seeks to narrow the City's indemnification language. Among other things, Tyler proposes language that would allow it to solely control the defense (and defense counsel) of any litigation (with the City's cooperation) and increases the City's potential exposure to liability, i.e., the City might – under some circumstances – be required to contribute to settlements or judgments. In its statement dated February 1, 2019, Tyler noted that it is open to discussing the types of claims about which the City may be concerned.

It is difficult to fully identify all the risks that are involved with this agreement. The ERP software will control all City financial records. Risks for this include, without limitation, a system-wide shutdown that would interfere with payroll, vendor payments, retirement, etc.; miscalculations as to permit fees, refunds, taxes, retirement, etc.; software glitches or malware that would affect the rest of the City's network; or personal injury and/or property damage resulting from e.g., Tyler employees traveling/to from City Hall for training sessions. The list goes on. Because of this uncertainty, it seems desirable to implement the City's general policy: transfer as much risk as possible to the vendor. Alternatively, the City Council's direction to the City Attorney could be to negotiate the indemnification language to the mutual satisfaction of both parties while still ensuring the City was protected to the greatest extent practicable.

➤ *Tyler Concessions*

In light of Tyler's requests regarding a limitation on liability, insurance, and indemnification, staff sought additional concessions from Tyler to off-set the potential risks. On March 1, 2019, Tyler offered the following:

- Tyler will maintain its 2016 prices for this contract. As a result, the City benefits as follows:

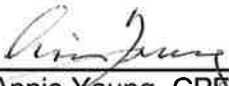
	List/Current Price	City of Monterey Park Price	City Value/Savings
Software License	\$337,925	\$272,125	\$65,800
Annual Software Maintenance	\$61,205	\$49,937	\$11,268/annually

- Additionally, Tyler offers a onetime software discount as part of its pricing in the amount of \$27,214. The aggregated savings to the City is \$93,014 in the software purchase price and \$11,268 on an annual basis.
- Two passes to the 2020 Tyler Connect conference in Dallas, TX on April 7 – 10. The value of each pass is \$1,200.
- An additional onetime discount of \$5,000 to the software purchase.

Tyler makes these offers contingent upon the contract being executed by March 31, 2019.

Respectfully submitted by:

Approved By:



Annie Yaung, CRBO
Director of Management Services



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

- 1) December 5, 2018 Staff Report (without exhibits)
- 2) July 23, 2018 Tyler Letter
- 3) February 1, 2019 Tyler communication

Attachment 1
December 5, 2018 Staff Report (without exhibits)



City Council Staff Report

DATE: December 5, 2018

AGENDA ITEM NO: New Business
Agenda Item 5-A.

TO: The Honorable Mayor and City Council

FROM: Annie Yaung, CPFO, Director of Management Services

SUBJECT: (1) Award of Contract to Tyler Technologies, Inc. for Enterprise Resource Planning Software System; (2) Award of Contract to AEF Systems Consulting, Inc. for ERP Implementation and Management Consulting Services

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorize the City Manager to execute a contract, in a form approved by the City Attorney, with Tyler Technologies, Inc. for the purchase, installation, licensing and maintenance of an Enterprise Resource Planning (ERP) Software System for \$881,952 (*Attachment 1-2*); and
2. Authorize the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with AEF Systems Consulting, Inc. in an amount not to exceed \$270,720 for ERP System Implementation and Management Consulting Services (*Attachment 3*); and
3. Appropriate \$447,581 Technology Internal Service Fund (0063) to this ERP project; and
4. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Tyler Technologies, Inc.: The City Council previously directed the City to upgrade its financial management system. Staff now completed the evaluation of multiple Enterprise Resource Planning (ERP) software system providers and recommends that the City Council award the contract to the Tyler Technologies' ERP System to replace the City's current financial system. The project requires replacement of ERP software, update of server and computer hardware, data conversion, project management and citywide staff training.

AEF Systems Consulting, Inc.: The proposed ERP System requires an experienced consultant to assist City staff with implementing and managing the ERP. The City issued

a request for proposals ("RFP") to 10 companies that offer ERP software implementation and management. Staff is now recommending AEF Systems Consulting, Inc. for the system implementation and management consulting services.

BACKGROUND:

For the past 19 years, the City has relied on its current financial system, which was created by Knowles-McNiff in 2000, with the annual contract cost of \$150,000. The City requires a new system to improve efficiency for City business including processing purchase orders and warrants; automating workflow processes; providing a self service kiosk for payroll; implementing a timecard system for project/grant accounting; and providing real-time data reporting. The new ERP system should enable the City to function more efficiently and effectively.

(1) Selection Process for ERP Software System

A RFP was issued for ERP Systems to 13 ERP system providers on June 15, 2018. On July 23, 2018, the City received a total of five proposals from the following software system providers:

- Oracle CherryRoad Technologies, Inc.
- JK Seva, Inc. (Infor/Kronos-On Premise)
- JK Seva, Inc. (Infor/Kronos-Cloud)
- Superion, LLC.
- Tyler Technologies, Inc.

The ERP system selection was complex. An evaluation panel, comprising of Management Services staff (3 people); Human Resources/Risk Management staff (2 people); and IT Management (2 people) was formed to review each proposal. The panel reviewed each proposal based on administrative requirements of the proposers and minimum functional requirements of the proposed systems. The evaluation panel was charged with determining the relative weight of each major system functionality category and then rating the proposed systems against these metrics. Then, the evaluation panel assessed the cost proposals associated with each system. The below table illustrates the estimated system and maintenance costs proposed to the City from each proposal for a period of five years.

	<i>ERP System Software License and Maintenance</i>	<i>System Contractual (One Time)</i>	<i>Software Licensing & Maintenance (Year 2 to 5)</i>	<i>Total Estimated Cost (5 Years)</i>
1	<i>Tyler Technologies, Inc.</i>	<i>608,106</i>	<i>273,846</i>	<i>881,952</i>
2	<i>Superion, LLC.</i>	<i>1,287,430</i>	<i>341,470</i>	<i>1,628,900</i>
3	<i>JK Seva, Inc. (On Premise)</i>	<i>1,613,212</i>	<i>618,237</i>	<i>2,231,449</i>
4	<i>JK Seva, Inc. (Cloud)</i>	<i>1,690,212</i>	<i>810,237</i>	<i>2,500,449</i>
5	<i>Oracle CherryRoad Technologies</i>	<i>2,748,000</i>	<i>996,000</i>	<i>3,744,000</i>

Note: Price included disaster recovery services

The proposals from JK Seva, Inc. and Oracle CherryRoad Technologies, Inc. were not further considered because of the high price of their proposed ERP software system. The City invited the remaining two proposers, Superion, LLC. and Tyler Technologies, Inc., to participate in live demonstrations encompassing various functionalities offered by their systems. Each proposer provided two-day onsite demonstrations for an audience consisting of citywide key users from Public Works, Police, Fire, Recreation, Library, Community Development, City Clerk, Human Resources, and Management Services. At the demonstrations, staff members saw how each system module worked and asked questions related to the systems' applicability to Monterey Park. The focus was on the overall financial management system rather than on the individual module of that system.

After the demonstrations, all attendees participated in scoring each of the proposers based on the information and functionality presented. Tyler Technologies, Inc. was preferred by a count of 20 to 4 raters, an 80% approval from all attendees.

In the recent demonstrations the software presented to the City was its current version 2018, which has greater improvements and updates. The following are summarized attendee comments of the current system benefits:

- The software will provide efficient workflow and self-service web portals for City staff to support the City's service goals.
- The system is user-friendly and able to be used by City staff at all levels.
- The query and drill-down capabilities of the system allow users to have direct access to financial information, including real-time data information.
- The system permits significant process improvements for paperless recordkeeping, including leave approval, personnel action form, shift scheduling, timesheet, and purchase order/warrant supporting documents.

Staff conducted reference checks and spoke to representatives from other similar size cities, which have selected and used the Tyler ERP software system. Following this comprehensive best-value procurement and evaluation process, the City identified Tyler Technologies as the highest-rated proposer of an ERP software system to the City.

(2) Selection Process for ERP Implementation/Management Consulting Services

Implementation steps include network configuration, process analysis and redesign, chart of accounts design, data conversion, interface design, training and change management, system testing and product migration. The scope of the business changes may be significant and the operational units will have a massive workload during the change. The implementation and management consultant can provide targeted expertise and is hired to guide the City for contract finalization, change management, workflow documentation, plan coordination, and thus save staff time for the new system meetings, training, data conversion, coordination, and reconciliation. The implementation of core financial and human resources/payroll modules may take up to 24 months. If all goes well, the 24-month implementation timeframe could shrink further.

Phase	Functional Areas	Modules	Estimated Timeline
1	Financial	• Accounting General Ledger • Project & Grant Accounting • Budgeting • Purchasing • Contract Management • Accounts Payable • Accounts Receivable • General Billing • Capital Assets • CAFR Statement Builder	12 months
	System Wide	• Analytics & Reporting • Tyler Forms Processing • Tyler Content Manager SE • eProcurement	
2	Core Human Resources / Payroll	• Payroll/Employee Self Service • ExecuTime Time & Attendance • HR & Talent Management	12 months

The ERP Implementation/Management Consulting Firm will perform the following tasks for the City:

1. Contract Finalization

- Assist in negotiation of final contract.
- Assist in completing the final contract, including the Statement of Work.

2. ERP Implementation and Management Process

- Prepare an activity-level implementation plan.
- Meet with vendor representatives to communicate timetables and expectations.
- Monitor vendor compliance to the negotiated contract.
- Identify and address ways to minimize project risks.
- Monitor data conversion/migration.
- Review project change orders initiated either by the Client or software vendor.
- Prepare monthly progress report to the governing board.
- Prepare needed documentations.

City Staff prepared a Request for Proposal (RFP) for the ERP System implementation and management consulting services and invited 10 firms that provide such services to submit proposals. The City received five responses for this ERP System implementation and management consulting services. Three firms are located outside of Southern California.

	Firm Name	Address	Rate / Proposed Total Hours
1.	AEF Systems Consulting	Orange, CA 92869	\$157 / 1,728 hrs
2.	NexLevel Information Technology	Carmichael, CA	\$175 / 2,130 hrs
3.	SoftResources LLC	Kirkland, WA 98034	\$220 / 1,208 hrs
4.	ClientFirst Technology	Corona, California	\$132 / 982 hrs ⁽¹⁾
5.	Berry Dunn McNeil & Parker	Portland, ME 04104	\$166 / 1,352 hrs

(1) Work scope is limited and extra charges will be assessed for additional services.

The proposals were evaluated based on the firm's experience, level of services offered, methods and approaches applied, implementation knowledge about ERP systems, references, and lastly, cost of services.

AEF Systems Consulting, Inc. is based in Orange County and has experience with both selecting and implementing ERP systems in government agencies for over 30 years. Specifically, AEF has considerable experience in implementing the Tyler Technologies ERP modules. The firm will be expected to provide professional services and deliverables, and expert guidance and assistance to the City implementation team members involved with this project. The overall fees for the firm's professional consulting services on this project are listed below by Phase.

Phase (costs are based on 12 months for each phase)	Hours	Fees
ERP Contract Finalization	24	\$4,200
Phase 1: Core Financial Implementation (12 months)	852	\$133,260
Phase 2: Core HR/Payroll Implementation (12 months)	852	\$133,260
Not-to-Exceed Fee in 24 Months	1,728	\$270,720

Funding Requirements

It is important that when acquiring a new ERP system, all costs associated with the project should be considered. The total ERP contract costs over the five-year term with Tyler Technologies Inc. are anticipated to be \$881,952, which consists of \$608,106 in software, hardware, and implementation services for data conversion and training, and \$273,846 in annual maintenance and disaster recovery service fees over the five-year term.

Implementing a new ERP places demands upon the City's system infrastructure, including server upgrades, PCs, printers, scanners, and telecommunications networks. The current office suite 2007 was purchased 11 years ago, and the new ERP software system requires updated version of the office suite to take advantage

of its reporting and system integration functionalities. There is a need for a minimum of 60 licenses for end users for this implementation.

The following table outlines the overall Project costs, which include the one-time Tyler ERP contract cost, City existing hardware upgrades (server, SQL, label and check printers, scanner, PC, Microsoft Office 2019), future year 2 to year 5 ongoing software licensing and maintenance costs, and the one-time ERP implementation and management consulting services fee.

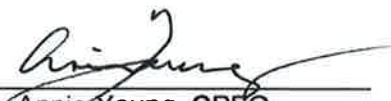
Overall ERP System Project Cost

	<i>One-Time Project Cost</i>	<i>Future Year 2 to 5 Lic & Maintenance</i>
Tyler Software & Implementation Services:		
<i>Software Licensing</i>	244,911	
<i>Implementation Cost</i>	163,800	
<i>Data Conversion</i>	50,100	
<i>3rd Party Hardware, Software and Services</i>	1,650	
<i>Other Services</i>	118,875	
<i>Estimated Travel Expenses</i>	28,770	
<i>Sub-Total(1)</i>	\$ 608,106	\$ 273,846
Other Required Technology Upgrades – City IT Infrastructure		
<i>Contingency (10%)</i>	60,810	
<i>SQL/Printers/PC/Scanner/Server Update</i>	170,000	
<i>Microsoft Office 2019</i>	60,000	
<i>Sub-Total(2)</i>	\$ 290,810	
AEF Systems Consulting Services:		
<i>ERP Implementation and Management</i>	270,720	
<i>Sub-Total(3)</i>	\$ 270,720	
PROJECT OVERALL TOTAL (1)+(2)+(3)	\$ 1,169,636	\$ 273,846
<i>FY 2017-18 Budget Carryover</i>	(722,055)	
BUDGET AMENDMENT FOR FY 18-19	\$ 447,581	

FISCAL IMPACT:

The need for a comprehensive upgrade of the City's financial system was recognized ten years ago, and, accordingly, the City started setting aside reserves in the Technology Internal Service Fund to assist in funding the new ERP system and technology infrastructure upgrades. A total of \$722,055 has already been budgeted in FY2017-18 for this ERP system replacement. The additional budget amendment of \$447,581 from the Technology Internal Service Fund plus the 17-18 carryover project budget of \$722,055 for a total of \$1,169,636 will be used to fund this ERP project. On-going system licensing and maintenance costs for Year 2 to 5 will be appropriated through the City's annual budget process.

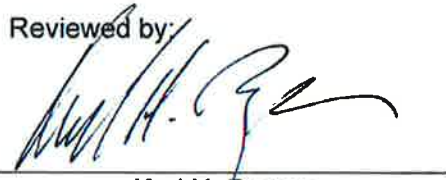
Respectfully submitted by:


Annie Yaung, CPFO
Director of Management Services

Approved by:


Ron Bow
City Manager

Reviewed by:


Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

Tyler Technologies & AEF Systems Consulting, Inc.

- 1) Tyler Technologies Price Quote – Investment Summary
- 2) Tyler Statement of Work
- 3) AEF Proposal for Consulting Services for ERP System Implementation Services

Attachment 2
July 23, 2018 Tyler Letter

COVER LETTER



Monday, July 23, 2018

City of Monterey Park, CA
Ms. Annie Yaung
Director of Management Services
320 West Newmark Avenue
Monterey Park, CA 91754

RE: Response to RFP

One Tyler Drive
Yarmouth, ME 04096

P: 800.772.2260
F: 207.781.2459

www.tyler-tech.com

Dear Ms. Yaung:

Tyler Technologies, Inc. (Tyler Technologies) is pleased to respond to City of Monterey Park, CA's Request for Proposal dated Friday, June 15, 2018, for Financial Management System (FMS) and Implementation Services. The attached proposal will detail our complete offering, including:

- Munis software applications
- Necessary consultation to define scope of services
- Implementation of software and services
- Training on, and support of, provided software and services

In presenting the enclosed proposal, Tyler Technologies warrants that it is unaware of any known conflict of interest in responding to, or submitting, said proposal in response to City of Monterey Park, CA's RFP. Tyler Technologies also warrants that it complies, and acts in accordance, with:

- Federal Executive Orders relating to the enforcement of civil rights
- Federal Codes regarding Anti-discrimination in Employment
- Title 6, Civil Rights Act of 1964
- Requirements of the Americans with Disabilities Act of 1990 for work performed due to this RFP

This proposal and cost schedule shall be valid and binding for 180 days following the RFP due date. Except as set forth in this proposal, this proposal may be released in part or in total as public information in accordance with the requirements of the laws covering same.

Tyler has no bankruptcy/insolvency proceedings. There are no pending lawsuits involving Tyler's ERP & Schools Division. For the sake of complete disclosure, the following litigation, involving other Tyler divisions, is currently pending; Tyler is confident, however, that this litigation will not affect the provision of products and services pursuant to this procurement:

- Sacramento Regional Public Safety Communications Center ("SacFire") v. Tyler Technologies, Inc. (E.D. Cal. No. 2:18-cv-01111): On June 22, 2018, SacFire filed a lawsuit against Tyler relating to a proposal submitted by Tyler's predecessor-in-interest, New World Systems Corporation, and a contract arising out of that proposal that SacFire and Tyler executed soon after Tyler acquired New World. The lawsuit asserts four claims relating to the proposal and the parties' resulting contract. The lawsuit is baseless, and Tyler looks forward to a prompt resolution.
- Class Actions in the Western District of Tennessee: On January 9, 2017, a lawsuit was filed against Tyler, Shelby County, Tennessee, and various Shelby County officials in a federal district court in Tennessee. That lawsuit was consolidated with a November 2016 lawsuit that had been filed against the Shelby County Sheriff alone. The consolidated complaint, filed March 24, 2017, alleges that Shelby County and officials in the County unlawfully detained certain inmates in the County jail. Tyler implemented its Odyssey case management system in Shelby County courts, but the lawsuit tries to claim that Tyler's software was somehow connected to the allegedly unlawful detentions in the County jail. On October 31, 2017, another class action lawsuit, alleging almost identical facts and claims against the same group of defendants, was filed by a second set of plaintiff's lawyers on behalf of a second set of alleged class action plaintiffs. Tyler has moved to dismiss the claim against it in the first-filed suit,

and successfully moved for the second-filed suit be consolidated with the first. Tyler is confident that all of the allegations against it are without merit.

- **Vision Appraisal Technology Holdings, LLC v. Tyler Technologies, Inc.:** On November 3, 2017, Vision sued Tyler in a Massachusetts Superior Court. Vision claims Tyler violated a non-disclosure agreement relating to Tyler's appraisal services business by hiring employees who had been employed by Vision. Tyler disputes Vision's claims and looks forward to a vigorous defense.
- **Muranelli v. Town of Ossining et al. (State of New York):** An individual property owner sued the Town of Ossining, NY and the Town's Assessor for the 2016 assessment of the individual's real property seeking declaratory relief based on an alleged error in that assessment. The property owner served Tyler with the lawsuit in April 2018, apparently because Tyler performed a revaluation for the Town; however, there is no claim against Tyler and the relief sought cannot be provided by Tyler. For at least those reasons, Tyler is confident in its position.

Tyler Statement Regarding Exceptions to the Aforementioned Procurement Document(s)

Tyler's Proposal is based on the delivery of the requested software and services according to Tyler's standard implementation methodology and Tyler's standard contract(s). That methodology, and that contract(s), have been refined and enhanced over Tyler's many years of operation in the public-sector information technology market. ***Tyler's submission of its Proposal does not constitute a waiver of Tyler's right to negotiate any and all terms to the mutual satisfaction of the parties.***

Tyler will consider its implementation methodology and its contract(s) to be the starting point for those negotiations unless expressly stated otherwise in its Proposal. Tyler's standard contract(s) are included for your reference. Because it is impossible to negotiate in a vacuum, Tyler reserves the right to review and discuss in good faith at the time of contract negotiations any customer specific sample contract and/or contract terms included in the Request for Proposal.

Tyler has also provided its Evidence of Insurance certificate and its source code escrow agreement with Iron Mountain (to the extent you desire to escrow the Tyler source code under a perpetual license agreement). Tyler's insurance program and source code escrow arrangements are established at a corporate level and are not subject to change on an individual customer basis.

Tyler does not agree to work for hire provisions. We retain all intellectual property and confidentiality rights in and to our proprietary and/or confidential information and deliverables.

Tyler is providing the following representative "exceptions" to standard procurement terms and conditions for your review. This representative list does not negate any of the expectations Tyler has stated above:

- **1.9 Public Records Law; 7.18 Proprietary Information:** The City may retain possession of Tyler's Proposal provided, however, that Tyler shall retain ownership of all (i) software products licensed to the City; and (ii) proprietary information contained in all deliverables. We reserve the right to protest the public disclosure of our confidential business information/trade secrets but will comply with applicable public records laws.
- **Section 6 – Implementation Approach and Work Plan:** Tyler will provide information on representative Tyler personnel. We are unable to assign personnel to a project until Tyler is selected and a contract is signed, in an effort to most effectively use resources.
- **Section 8 - Pricing:** Unless expressly indicated otherwise, our Proposal contains estimates of the amount of services and associated expenses needed, based on our understanding of the size and scope of your project. The actual amount of services and expenses depends on such factors as your level of involvement in the project and the speed of knowledge transfer. If required, we will provide a not-to-exceed quote once the scope of services has been finalized. Unless noted otherwise, our services rates do not include travel expenses, which are

separately estimated. Unless expressly indicated otherwise, the fees we have quoted also do not include any taxes.

- **7.8 Prohibition of Proposer Terms and Conditions:** As noted, Tyler expects to use the standard Tyler contract as the basis for beginning contract negotiations but is open to incorporating mutually agreed customer terms into such contract. Tyler's Proposal includes a copy of the standard Tyler contract for evaluation purposes only.
- **7.9 Assignment and Subcontracting:** Tyler reserves the right to, without the prior written consent of the customer, assign the contract in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Tyler's assets.
- **7.10 Right to Refuse Personnel:** Tyler cannot allow its clients the right to approve project personnel, as Tyler assigns personnel based on experience and availability. In the event Tyler personnel provide services deemed unsatisfactory by a client, Tyler will be given an opportunity to correct the deficiency. In the event the deficiency persists, the client may require the removal of personnel in question, and Tyler will provide a replacement within a commercially reasonable timeframe. Tyler conducts routine background checks as part of pre-employment screening. Any additional background checks for Tyler personnel providing onsite services must be mutually agreed to by Tyler and the client.
- **7.20 RFP and Proposal Incorporated into Final Contract:** To the extent you request to incorporate your bid documents and our proposal documents into the contract package, we will agree to do so as long as the order of priority is (a) the final, negotiated contract; (b) our proposal documentation; and (c) your bid documentation.
- **7.23 Warranty:** For as long as the City has a current Maintenance Agreement in place, Tyler warrants that the Tyler software will substantially conform to the functional descriptions of the Tyler software contained in Tyler's Proposal, or their functional equivalent. The initial maintenance term commences on the contract effective date. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current documentation.
- **Professional Services Agreement:** As noted, Tyler prefers to use the standard Tyler contract as the basis for beginning contract negotiations. If the City insists on using the sample agreement in the RFP as the starting point, Tyler reserves the right to negotiate those terms with the City. For evaluation purposes only, Tyler sets forth the following representative exceptions to the sample agreement. This list is not exhaustive, and instead represents Tyler's basic position on the subject provisions. Tyler reserves the right to negotiate any and all contract terms to the mutual satisfaction of the parties.
 - **1. Consideration:** If required, Tyler will provide a not-to-exceed quote once the scope of services has been finalized.
 - **3. Performance Standards:** Tyler warrants that it will perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to the City and in accordance with the timeframe set forth in the parties' mutually negotiated contract.
 - **4. Payments:** Tyler shall submit detailed invoices as set forth in its Invoicing and Payment Policy (Exhibit B to the standard Tyler contract). Tyler reserves the right to negotiate all contract provisions related to the timing and format of contract invoices.
 - **5. Non-Appropriation of Funds:** If the customer should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in the contract, or other means of performing the same functions of such products, the customer may unilaterally terminate its contract with Tyler upon thirty days' prior written notice to Tyler. Upon termination for non-appropriation, the

customer shall remit payment for all products and services delivered to the customer and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. The customer will not be entitled to a refund or offset of previously paid license and other fees.

- **8. Term:** For an on-premise solution, the agreement between the City and Tyler shall not have a defined term. Tyler does provide maintenance and support services on an annual basis, as set forth in its Maintenance and Support Agreement (Exhibit C to the standard Tyler contract). For a SaaS contract, the term of the contract shall be the agreed upon SaaS term which may renew automatically thereafter on a year-to-year basis, or such other renewal term as the parties may agree.
- **9. Time Extensions:** Tyler will begin and perform services in accordance with the mutually agreed upon implementation plan.
- **12. Changes:** The City may increase or decrease quantities of services purchased at any time. The City may not decrease quantities of software licensed after contract signing.
- **16. Termination:** Tyler's standard practice is not to include a termination for convenience provision in its contracts, given the significant investments made by both parties to the procurement and implementation. The customer may terminate its contract with Tyler for cause in the event Tyler fails to cure a material breach within thirty days of the customer's invocation of dispute resolution. In the event of such termination the customer will make payment to Tyler for all undisputed products, services and expenses delivered or incurred through the effective date of termination. Payment for disputed products, services and expenses, and the customer's remedies, will be determined through the mutually agreed dispute resolution process.
- **17. Ownership of Documents; 18 Publication of Documents:** Tyler does not agree to work for hire provisions. Tyler shall retain ownership of all (i) software products licensed to the Client; and (ii) proprietary information contained in all deliverables.
- **19. Indemnification:** Tyler shall defend, indemnify, and hold harmless its customers from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct; or Tyler's violation of a law applicable to our performance under its agreement with such customer. The customer must notify Tyler promptly in writing of the claim and give us sole control over its defense or settlement. The customer also agrees to provide Tyler with reasonable assistance, cooperation, and information in defending the claim at our expense.
- Tyler will defend, indemnify and hold harmless its customers from third-party claims that the Tyler software and/or documentation infringes an intellectual property right in accordance with Section H(1) of Tyler's standard contract.
- **20. Assignability:** Tyler reserves the right to, without the prior written consent of the customer, assign the contract in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Tyler's assets.
- **22. Audit of Records:** The City may audit Tyler's books and records relating directly to the contract once per year on one week advance written notice, and at the City's expense.
- **23. Insurance:** We agree to secure our insurance from a carrier with a minimum AM Best rating of A:VII. Tyler's insurer evidences Tyler's insurance coverage using a standard Acord form. The coverage limits set forth on our certificate of insurance do not apply separately. Certificates of insurance listing the customer as certificate holder are available upon request after a contract is signed. Copies of Tyler's insurance policies are only made available in the event a claim is disputed or denied. Tyler will disclose its deductibles upon written request, but those deductibles are not subject to customer approval. Tyler is

well-positioned financially to satisfy its deductibles. At your request during contract negotiations, we will add language to the insurance provision that adds you as an additional insured to our commercial general liability and auto liability policy for claims arising out of or relating to the contract, which automatically affords you the same status under our excess/umbrella liability policy. A Certificate of Insurance reflecting that status may be provided at your request after the contract is executed. Our carrier has issued blanket endorsements regarding additional insured status; we do not issue separate endorsements specific to each customer. We agree that our insurance is primary for claims under our CGL or auto policies that arise out of or relate to the contract and are between us and you. If required, Tyler will agree to waive subrogation, but only on claims under our CGL or auto policies that arise out of or relate to the contract and are between us and you, except to the extent the damage or injury is caused by you. If you require it in the contract, we will agree to provide you with notice of cancellation, non-renewal or reduction in our insurance coverages below the minimum requirements set forth in the contract within thirty (30) days thereof. Renewal certificates of insurance will be provided as close as practicable to the date the applicable policy or policies is/are renewed.

- o 31. Compliance with Law: We agree to comply with applicable laws and mutually agreed to customer protocols. The quoted fees are based, in part, on the cost of compliance with applicable laws existing as of the time of the quote. Should laws applicable to Tyler's performance under the agreement change post-signature, Tyler reserves the right to seek a change order for the additional work, time and/or cost that may be required to comply with the new law, ordinance or regulation. We reserve the right to discuss in good faith which laws you consider applicable, and to identify those in the contract.
- o 38. Time is of Essence: Tyler does not agree to "Time being made of the essence." Tyler will begin and perform services in accordance with the mutually agreed upon implementation plan schedule.
- o 39. Force Majeure: In the event of termination due to Force Majeure, the City shall pay Tyler for all undisputed fees and expenses related to the software and/or services it has received, or Tyler has incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must be submitted to the agreed upon dispute resolution process in the parties' contract. The City shall not be entitled to a refund or offset of previously paid license and other fees.
- o 40. Statement of Experience: Tyler does not provide the implied warranties of merchantability and fitness for a particular purpose, as they are subjective. Tyler provides a comprehensive warranty tied to functional descriptions of the Tyler software.

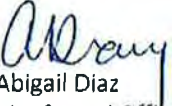
One or more individuals in the Tyler Technologies Contracts Department have read and accepted the terms and conditions of the RFP and any amendments, except as modified by, taken exception to, or otherwise set forth in Tyler Technologies' proposal.

If you have any questions related to this proposal, please feel free to contact:

Jennifer Wahlbrink, Sr. Account Executive
623.760.7566
jennifer.wahlbrink@tylertech.com

Tyler Technologies, Inc. is a publicly traded corporation (NYSE: TYL)
EIN: 75-2303920

Respectfully submitted,


Abigail Diaz
Chief Legal Officer, Tyler Technologies, Inc.

Attachment 3
February 1, 2019 Tyler Communication

Karl Berger

From: Lynn, Brian <Brian.Lynn@tylertech.com>
Sent: Friday, February 1, 2019 7:36 AM
To: Karl Berger
Cc: Bow, Ron; Yaung, Annie; Kennedy-Jensen, Rob; Lane, Bill; Wahlbrink, Jennifer
Subject: Tyler Technologies - Changes to Agreement
Attachments: 10-23-18 City of Monterey Park, CA v.7.pdf

Karl,

Thank you again for taking the time to speak with us yesterday. We appreciate the opportunity to discuss the three (3) remaining substantive issues in our Agreement, and the City's feedback was exceptionally helpful. We have discussed these items internally and have the following updates relative to Tyler's position on these three items:

Limitation of Liability.

- Tyler's standard limitation of liability is tied to direct damages, not exceeding (a) before go-live, the contract total, and (b) after go-live, the annual maintenance and support fees. We have since agreed to double both dollar amount caps. The standard measure of maximum allowable damages in contract law is the total contract price, which here is about \$590,000 (please see page 3 of the attached Sales Quotation). The City has requested the limitation of liability be increased to \$2,000,000, based on the level of insurance the City is requiring of Tyler in the Agreement. Tyler can agree to remove subpart (b) above, so that the limitation would be two-times the contract total for the life of the contract, without reducing at the end of implementation. This equates to roughly \$1,200,000.
- The amount of risk that Tyler is assuming is one of the factors driving Tyler's prices. We could permit much higher in contract liability if we were willing to charge our clients much more to account for such a limitation of liability. The reality is that we license a commercial, off-the-shelf system that has been on the market for decades, is implemented by our own personnel, and is used by dozens (if not hundreds) of California municipalities. The risk of liability for Tyler's clients is low and, accordingly, our default limitation of liability is maintained at an industry standard level, in exchange for our products being at a certain price point. Additionally, Tyler's insurance premiums are based on our Agreements containing a consistent limitation of liability based on contract sum.

Insurance.

- Tyler's insurance is established at the corporate level and is not modified on a client-to-client basis. As noted previously, Tyler has dozens (if not hundreds) of clients in California, and those other municipalities have acknowledged and agreed that Tyler's insurance coverage is satisfactory. Tyler's position on the City's insurance requirements below are simply a reflection of what Tyler's insurance coverage affords:
 1. Tyler currently has an A.M. Best Company Rating of A:VII, as required by the City. Tyler prefers to contractually agree to maintaining an A.M Best Company Rating of at least A:VII.
 2. Tyler's Commercial General Liability Insurance is \$1,000,000 per occurrence and \$2,000,000 in the aggregate. However, Tyler also carries Umbrella Liability Insurance in excess of \$5,000,00 per occurrence and \$5,000,000 in the aggregate. When taken together, Tyler's Liability Insurance far exceeds the City's requirement of \$2,000,000 per occurrence.
 3. Tyler can agree to the City having the right to pay its deductible should Tyler fail to pay, as required by the City. Tyler withdraws its request to remove this language.

Tyler is unable to give the City a right of approval over its Self-Insured Retention ("SIR") and deductible levels. However, for the City's consideration, Tyler's current SIR is \$10,000 for Umbrella Liability, and Tyler's current deductibles are \$1,000 for Auto and \$500,000 for Professional Liability. Tyler is well-positioned financially to satisfy its deductibles.

4. Tyler is unable to provide copies of its Insurance Policies unless there is a claim. This is a standard vendor position reflecting the sensitivity of such information. The commercially accepted standard for demonstrating coverage is by provision of a certificate of insurance.

Indemnification.

- Tyler will provide indemnification but requires that we identify those types of claims in the Agreement so that there is as little uncertainty as possible. The City has requested that Tyler provide indemnification for "any claims ... arising out of this Agreement or its performance", which could include claims in which Tyler is not at fault, is vague, and creates too much uncertainty. Tyler will indemnify the City for any 3rd party claims for personal injuries or property damages that arise out of Tyler's negligence, willful misconduct and/or violation of applicable law. Tyler provides this indemnification without regard to whether its insurance will cover or not and, as a reminder, the indemnification is not subject to the limitation of liabilities under the Agreement. Tyler is certainly open to discussing any other specific types of claims that the City would like indemnification for.

Thank you again, please do not hesitate to call or email me if the City has any questions or concerns.

Brian Lynn
Corporate Attorney
P: 800.772.2260 ext. 4066

www.tylertech.com



Quoted By: Jennifer Wahlbrink
 Date: 10/23/2018
 Quote Expiration: 12/30/2018
 Quote Name: City of Monterey Park, CA-ERP-Munis
 Quote Number: 2018-52926-2
 Quote Description: 10-23-18 v.7

Sales Quotation For

City of Monterey Park
 320 W Newmark Ave
 Monterey Park, CA 91754-2818
 Phone +1 (626) 307-1256

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Accounting/GL	\$53,550.00	160	\$28,000.00	\$10,600.00	\$92,150.00	\$9,639.00
Capital Assets	\$12,300.00	40	\$7,000.00	\$3,000.00	\$22,300.00	\$2,214.00
Cash Management	\$10,250.00	32	\$5,600.00	\$0.00	\$15,850.00	\$1,845.00
Contract Management	\$6,050.00	24	\$4,200.00	\$0.00	\$10,250.00	\$1,089.00
Project & Grant Accounting	\$10,250.00	32	\$5,600.00	\$0.00	\$15,850.00	\$1,845.00
Purchasing	\$22,550.00	80	\$14,000.00	\$2,700.00	\$39,250.00	\$4,059.00
Human Capital Management:						
ExecuTime Advanced Scheduling (80)	\$11,830.00	48	\$8,400.00	\$0.00	\$20,230.00	\$2,366.00
ExecuTime Advanced Scheduling Mobile Access (80)	\$3,975.00	0	\$0.00	\$0.00	\$3,975.00	\$795.00
ExecuTime Time & Attendance	\$12,200.00	80	\$14,000.00	\$0.00	\$26,200.00	\$2,440.00
ExecuTime Time & Attendance Import	\$5,145.00	0	\$0.00	\$0.00	\$5,145.00	\$1,029.00
ExecuTime Time & Attendance Mobile Access	\$5,075.00	0	\$0.00	\$0.00	\$5,075.00	\$1,015.00
Human Resources & Talent Management	\$13,200.00	56	\$9,800.00	\$0.00	\$23,000.00	\$2,376.00

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Payroll w/ESS	\$16,100.00	120	\$21,000.00	\$16,000.00	\$53,100.00	\$2,898.00
Revenue:						
Accounts Receivable	\$11,000.00	64	\$11,200.00	\$0.00	\$22,200.00	\$1,980.00
General Billing	\$5,000.00	32	\$5,600.00	\$0.00	\$10,600.00	\$900.00
Productivity:						
Tyler Forms Processing	\$9,500.00	0	\$0.00	\$0.00	\$9,500.00	\$1,900.00
Tyler Content Manager SE	\$20,000.00	32	\$5,600.00	\$17,800.00	\$43,400.00	\$3,600.00
Tyler Content Manager Auto Indexing and Redaction (SE)	\$5,000.00	16	\$2,800.00	\$0.00	\$7,800.00	\$900.00
Munis Analytics & Reporting	\$15,400.00	80	\$14,000.00	\$0.00	\$29,400.00	\$2,772.00
eProcurement	\$10,000.00	8	\$1,400.00	\$0.00	\$11,400.00	\$1,800.00
Additional:						
CAFR Statement Builder	\$13,750.00	32	\$5,600.00	\$0.00	\$19,350.00	\$2,475.00
Tyler Disaster Recovery Service	\$0.00	0	\$0.00	\$0.00	\$0.00	\$10,573.00
Sub-Total:	\$272,125.00		\$163,800.00	\$50,100.00	\$486,025.00	\$60,510.00
<u>Less Discount:</u>	<u>\$27,214.00</u>		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$27,214.00</u>	<u>\$49,937.00</u>
TOTAL:	\$244,911.00	936	\$163,800.00	\$50,100.00	\$458,811.00	\$10,573.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Additional Analysis	165	\$175.00	\$0.00	\$28,875.00
Go Live Assistance	48	\$175.00	\$0.00	\$8,400.00
Install Fee - New Server Install-WIN	1	\$6,000.00	\$0.00	\$6,000.00
Not To Exceed Contingency	280	\$175.00	\$0.00	\$49,000.00
Project Planning Services	1	\$6,000.00	\$0.00	\$6,000.00
Report Development Assistance	48	\$175.00	\$0.00	\$8,400.00
TCM Conversion - Implementation	24	\$175.00	\$0.00	\$4,200.00
Tyler Forms Library - Financial	1	\$1,800.00	\$0.00	\$1,800.00
Tyler Forms Library - General Billing	1	\$2,000.00	\$0.00	\$2,000.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Tyler Forms Library - Payroll	1	\$1,200.00	\$0.00	\$1,200.00
Tyler Forms Library - Personnel Action	1	\$1,000.00	\$0.00	\$1,000.00
Tyler Forms Processing Configuration	1	\$2,000.00	\$0.00	\$2,000.00
TOTAL:				\$118,875.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$1,650.00</i>			<i>\$0.00</i>
TOTAL:				\$1,650.00			\$0.00

Summary**One Time Fees****Recurring Fees**

Total Tyler Software	\$244,911.00	\$10,573.00
Total Tyler Services	\$332,775.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$1,650.00	\$0.00
Summary Total	\$579,336.00	\$10,573.00
Contract Total	\$589,909.00	
(Excluding Estimated Travel Expenses)		
Estimated Travel Expenses	\$28,770.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting - Actuals up to 3 years	\$1,500.00	\$0.00	\$1,500.00
Accounting - Budgets up to 3 years	\$1,500.00	\$0.00	\$1,500.00
Accounting Standard COA	\$2,000.00	\$0.00	\$2,000.00
Accounts Payable - Checks up to 5 years	\$1,600.00	\$0.00	\$1,600.00
Accounts Payable - Invoice up to 5 years	\$2,400.00	\$0.00	\$2,400.00
Accounts Payable Standard Master	\$1,600.00	\$0.00	\$1,600.00
Capital Assets Std Master	\$3,000.00	\$0.00	\$3,000.00
Payroll - Accrual Balances	\$1,500.00	\$0.00	\$1,500.00
Payroll - Accumulators up to 5 years	\$1,400.00	\$0.00	\$1,400.00
Payroll - Certifications	\$1,400.00	\$0.00	\$1,400.00
Payroll - Check History up to 5 years	\$1,200.00	\$0.00	\$1,200.00
Payroll - Deductions	\$1,800.00	\$0.00	\$1,800.00
Payroll - Earning/Deduction Hist up to 5 years	\$2,500.00	\$0.00	\$2,500.00
Payroll - Education	\$1,400.00	\$0.00	\$1,400.00
Payroll - PM Action History up to 5 years	\$1,400.00	\$0.00	\$1,400.00
Payroll - Position Control	\$1,400.00	\$0.00	\$1,400.00
Payroll - Standard	\$2,000.00	\$0.00	\$2,000.00
Purchasing - Purchase Orders - Standard Open PO's only	\$2,700.00	\$0.00	\$2,700.00
Tyler Content Manager SE - AP Standard Master	\$5,000.00	\$0.00	\$5,000.00
Tyler Content Manager SE - Payroll - Certifications	\$1,000.00	\$0.00	\$1,000.00
Tyler Content Manager SE - Payroll - Check History	\$1,000.00	\$0.00	\$1,000.00
Tyler Content Manager SE - Payroll - Deductions	\$1,400.00	\$0.00	\$1,400.00
Tyler Content Manager SE - Payroll - PM Action History	\$1,000.00	\$0.00	\$1,000.00
Tyler Content Manager SE - Payroll - Position Control	\$1,400.00	\$0.00	\$1,400.00
Tyler Content Manager SE - Payroll Standard - Employee, Address	\$7,000.00	\$0.00	\$7,000.00
TOTAL:			\$50,100.00

Optional SaaS

Description	# Years	Annual Fee	One Time Fees		
			Impl. Hours	Impl. Cost	Data Conversion

Additional:

Socrata Capital Projects Explorer	0	\$6,000.00	0	\$0.00	\$0.00
Socrata Open Finance	0	\$16,000.00	0	\$0.00	\$0.00

Optional Tyler Software & Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
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Financials:

Bid Management	\$6,150.00	24	\$4,200.00	\$0.00	\$10,350.00	\$1,107.00
Employee Expense Reimbursement	\$6,150.00	32	\$5,600.00	\$0.00	\$11,750.00	\$1,107.00
Inventory	\$11,300.00	40	\$7,000.00	\$4,700.00	\$23,000.00	\$2,034.00
Asset Maintenance	\$14,100.00	120	\$21,000.00	\$12,000.00	\$47,100.00	\$2,538.00

Human Capital Management:

Recruiting	\$2,750.00	16	\$2,800.00	\$0.00	\$5,550.00	\$495.00
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Revenue:

Business License	\$10,000.00	64	\$11,200.00	\$9,400.00	\$30,600.00	\$1,800.00
Tyler Cashiering	\$21,000.00	40	\$7,000.00	\$0.00	\$28,000.00	\$3,780.00
UB Interface	\$8,250.00	24	\$4,200.00	\$0.00	\$12,450.00	\$1,485.00
Utility Billing CIS	\$26,500.00	152	\$26,600.00	\$21,700.00	\$74,800.00	\$4,770.00

Productivity:

Tyler Content Manager Self-Service (SE)	\$5,000.00	8	\$1,400.00	\$0.00	\$6,400.00	\$900.00
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Additional:

Contracts - D	\$0.00	0	\$0.00	\$4,000.00	\$4,000.00	\$0.00
General Billing - Bills up to 5 years - D	\$0.00	0	\$0.00	\$4,000.00	\$4,000.00	\$0.00
General Billing - Recurring Invoices - D	\$0.00	0	\$0.00	\$2,700.00	\$2,700.00	\$0.00
General Billing Std CID - D	\$0.00	0	\$0.00	\$1,500.00	\$1,500.00	\$0.00

Optional Tyler Software & Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
PACE-05	\$0.00	0	\$0.00	\$0.00	\$0.00	\$5,775.00
Project Grant Accounting - Actuals up to 3 years - D	\$0.00	0	\$0.00	\$1,500.00	\$1,500.00	\$0.00
Project Grant Accounting - Budgets up to 3 years - D	\$0.00	0	\$0.00	\$1,500.00	\$1,500.00	\$0.00
Project Grant Accounting Standard - D	\$0.00	0	\$0.00	\$2,000.00	\$2,000.00	\$0.00
Tyler System Management Services Contract	\$0.00	0	\$0.00	\$0.00	\$0.00	\$10,573.00
TOTAL:	\$111,200.00	520	\$91,000.00	\$65,000.00	\$267,200.00	\$36,364.00

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
Install Fee - Socrata Capital Projects Explorer	1	\$2,800.00	\$0.00	\$2,800.00
Install Fee - Socrata Open Finance	1	\$5,600.00	\$0.00	\$5,600.00
P-Card Import Format	1	\$5,500.00	\$0.00	\$5,500.00
TOTAL:				\$13,900.00

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Asset Maintenance - Closed Work Order History No Cost Data	\$4,500.00	\$0.00	\$4,500.00
Asset Maintenance - Work Order Asset	\$3,000.00	\$0.00	\$3,000.00
Asset Maintenance - Work Order History With Cost Data	\$4,500.00	\$0.00	\$4,500.00
Business License - Bills up to 5 years	\$4,400.00	\$0.00	\$4,400.00
Business License Std Master	\$5,000.00	\$0.00	\$5,000.00
Contracts	\$4,000.00	\$0.00	\$4,000.00
General Billing - Bills up to 5 years	\$4,000.00	\$0.00	\$4,000.00
General Billing - Recurring Invoices	\$2,700.00	\$0.00	\$2,700.00
General Billing Std CID	\$1,500.00	\$0.00	\$1,500.00
Inventory - Commodity Codes	\$1,200.00	\$0.00	\$1,200.00

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Inventory Std Master	\$3,500.00	\$0.00	\$3,500.00
Project Grant Accounting - Actuals up to 3 years	\$1,500.00	\$0.00	\$1,500.00
Project Grant Accounting - Budgets up to 3 years	\$1,500.00	\$0.00	\$1,500.00
Project Grant Accounting Standard	\$2,000.00	\$0.00	\$2,000.00
Utility Billing - Assessments	\$1,800.00	\$0.00	\$1,800.00
Utility Billing - Balance Forward AR	\$5,100.00	\$0.00	\$5,100.00
Utility Billing - Consumption History up to 5 years	\$3,000.00	\$0.00	\$3,000.00
Utility Billing - Service Orders	\$3,100.00	\$0.00	\$3,100.00
Utility Billing - Services	\$4,100.00	\$0.00	\$4,100.00
Utility Billing - Standard	\$4,600.00	\$0.00	\$4,600.00
TOTAL:			\$65,000.00

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Accounting/GL	\$53,550.00	\$5,355.00	\$48,195.00	\$9,639.00	\$9,639.00	\$0.00
Capital Assets	\$12,300.00	\$1,230.00	\$11,070.00	\$2,214.00	\$2,214.00	\$0.00
Cash Management	\$10,250.00	\$1,025.00	\$9,225.00	\$1,845.00	\$1,845.00	\$0.00
Contract Management	\$6,050.00	\$605.00	\$5,445.00	\$1,089.00	\$1,089.00	\$0.00
Project & Grant Accounting	\$10,250.00	\$1,025.00	\$9,225.00	\$1,845.00	\$1,845.00	\$0.00
Purchasing	\$22,550.00	\$2,255.00	\$20,295.00	\$4,059.00	\$4,059.00	\$0.00

Financials:

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Payroll/HR:						
ExecuTime Advanced Scheduling (80)	\$11,830.00	\$1,183.00	\$10,647.00	\$2,366.00	\$2,366.00	\$0.00
ExecuTime Advanced Scheduling Mobile Access (80)	\$3,975.00	\$398.00	\$3,577.00	\$795.00	\$795.00	\$0.00
ExecuTime Time & Attendance	\$12,200.00	\$1,220.00	\$10,980.00	\$2,440.00	\$2,440.00	\$0.00
ExecuTime Time & Attendance Import	\$5,145.00	\$515.00	\$4,630.00	\$1,029.00	\$1,029.00	\$0.00
ExecuTime Time & Attendance Mobile Access	\$5,075.00	\$508.00	\$4,567.00	\$1,015.00	\$1,015.00	\$0.00
Human Resources & Talent Management	\$13,200.00	\$1,320.00	\$11,880.00	\$2,376.00	\$2,376.00	\$0.00
Payroll w/ESS	\$16,100.00	\$1,610.00	\$14,490.00	\$2,898.00	\$2,898.00	\$0.00
Revenue:						
Accounts Receivable	\$11,000.00	\$1,100.00	\$9,900.00	\$1,980.00	\$1,980.00	\$0.00
General Billing	\$5,000.00	\$500.00	\$4,500.00	\$900.00	\$900.00	\$0.00
Productivity:						
eProcurement	\$10,000.00	\$1,000.00	\$9,000.00	\$1,800.00	\$1,800.00	\$0.00
Munis Analytics & Reporting	\$15,400.00	\$1,540.00	\$13,860.00	\$2,772.00	\$2,772.00	\$0.00
Tyler Content Manager Auto Indexing and Redaction (SE)	\$5,000.00	\$500.00	\$4,500.00	\$900.00	\$900.00	\$0.00
Tyler Content Manager SE	\$20,000.00	\$2,000.00	\$18,000.00	\$3,600.00	\$3,600.00	\$0.00
Tyler Forms Processing	\$9,500.00	\$950.00	\$8,550.00	\$1,900.00	\$1,900.00	\$0.00
Additional:						
CAFR Statement Builder	\$13,750.00	\$1,375.00	\$12,375.00	\$2,475.00	\$2,475.00	\$0.00
Tyler Disaster Recovery Service	\$0.00	\$0.00	\$0.00	\$10,573.00	\$0.00	\$10,573.00
TOTAL:	\$272,125.00	\$27,214.00	\$244,911.00	\$60,510.00	\$49,937.00	\$10,573.00

Comments

Tyler's OSDBA Service/Tyler System Management Services is calculated at 25% of the Munis annual maintenance. There is a \$2,500 minimum annual fee.

Tyler's Disaster Recovery Service is calculated at 25% of the Munis annual maintenance. There is a \$5,000 minimum annual fee for Disaster Recovery service. The Disaster Recovery fees are applicable only to one Live Munis database and excludes all test and training databases.

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the Munis Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1 Contract, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, 1099 R, ACA 1095B and

Comments

ACA 1095C.

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

The Munis Accounts Payable module utilizes a label printer for batch-scanned document indexing. This printer is to be provided by the client and must support multi-page Adobe PDF files, such as the Brother QL-700.

PACE - 05: Includes 5 training days and 3 connect passes. Implementation days expire within one year of the order date and can only be utilized on live modules.

Utility Billing CIS includes the Graphing Agent.

Accounting/GL includes Accounts Payable and Budgeting.



City Council Staff Report

DATE: March 20, 2019

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

TO: The Honorable Mayor and City Council
FROM: Annie Yaung, CPFO, Director of Management Services
SUBJECT: Warrant Register for Successor Agency to the Former Community
Redevelopment Agency of
March 20, 2019

RECOMMENDATION:

It is recommended that the City Council:

- (1) Approve payment of warrants and adopt a Resolution of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **March 20, 2019 totaling \$301.45** and specifying the funds out of which the same are to be paid; and
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered **375-376**.

BACKGROUND:

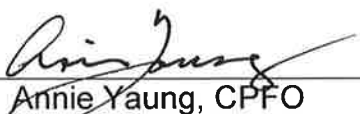
The claims and demands on the attached warrant register have been duly audited. I certify that the said claims and demands are accurate, are proper charges against the City of Monterey Park, Acting as the Successor Agency to the Former Community Redevelopment Agency (SA). I also certify that there are 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.

FISCAL IMPACT:

Disbursements from all funds total **\$301.45**.

Respectfully submitted:

Approved By:



Annie Yaung, CPFO
Director of Management Services

Ron Bow
City Manager

Attachments 1: Resolution
Attachments 2: Warrant Register

ATTACHMENT 1

Resolution

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
20TH OF MARCH 2019
TOTALING \$301.45 AND SPECIFYING THE FUNDS OUT
OF WHICH THE SAME ARE TO BE PAID**

THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY
DOES 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	301.45
Total	<u>\$ 301.45</u>

PASSED, APPROVED AND ADOPTED THE 20TH OF MARCH 2019.

Peter Chan, Mayor
City of Monterey Park, California

ATTEST:

Vincent D. Chang, City Clerk
City of Monterey Park, California

Resolution No. SA-
Page 2

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 20th of March 2019 by the following vote.

AYES:
NOES:
ABSTAIN:
ABSENT:

Vincent D. Chang, City Clerk
City of Monterey Park, California

ATTACHMENT 2

Warrant Register

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 03/20/2019

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AT&T	0860-801-1203-32050	41.45	INTERNET/PHONE SERVICE		375	41.45
HENSLEY LAW GROUP	0860-801-1203-31600	260.00	LEGAL-SA		376	260.00
TOTAL FOR PREPAID WARRANTS						301.45
PRINTED		301.45				

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 03/20/2019

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TOTAL FOR PREPAID WARRANTS	\$301.45
TOTAL FOR PRINTED WARRANTS	\$0.00
TOTAL FOR ACH-PAYMENTS	\$0.00
TOTAL WARRANTS	\$301.45
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	2
TOTAL ACH-PAYMENTS PRINTED	0
TOTAL CHECKS PRINTED	0
TOTAL CHECKS ISSUED	2

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 03/20/2019
FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0860	ATLANTIC/GARVEY CAP PROJECTS	301.45	0.00	301.45
	TOTAL	301.45	0.00	301.45



City Council Staff Report

DATE: March 20, 2019

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

TO: The Honorable Mayor and City Council
FROM: Annie Yaung, CPFO, Director of Management Services
SUBJECT: Successor Agency Monthly Investment Report – February 2019

RECOMMENDATION: It is recommended that the City Council:

- (1) Receive and file the Monthly Investment Report; and
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

As of February 28, 2019 invested funds for the Successor Agency of the City of Monterey Park is as follows:

• Successor Agency (SA) Checking	135,728.24
• Successor Agency (SA) RORF	<u>137,861.00</u>
Total	<u>\$ 273,589.24</u>

BACKGROUND:

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

Respectfully submitted and prepared by:

Approved by:

A handwritten signature in black ink, appearing to read "Annie Yaung".

Annie Yaung, CPFO
Director of Management Services

A handwritten signature in blue ink, appearing to read "Ron Bow".

Ron Bow
City Manager



City Council Staff Report

DATE: March 20, 2019

AGENDA ITEM NO: Consent Calendar
Agenda Item 3-C.

TO: The Honorable Mayor and City Council
FROM: Annie Yaung, CPFO, Director of Management Services
SUBJECT: Warrant Register for the City of Monterey Park of
March 20, 2019

RECOMMENDATION:

It is recommended that the City Council:

- (1) Approve payment of warrants and adopt a Resolution allowing certain claims and demands per Warrant Register dated **March 20, 2019 totaling \$658,178.40** specifying the funds out of which the same are to be paid; and
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered **322925-323112** and ACH numbered **000326-000353**.

BACKGROUND:

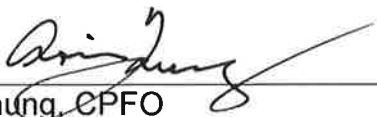
The claims and demands on the attached warrant register have been duly audited. I certify that the said claims and demands are accurate, are proper charges against the City of Monterey Park. I also certify that there are monies available for the payments thereof.

FISCAL IMPACT:

Disbursements from all funds total **\$658,178.40.**

Respectfully submitted:

Approved By:



Annie Young, CPFO
Director of Management Services

Ron Bow
City Manager

Attachments 1: Resolution
Attachments 2: Warrant Register

ATTACHMENT 1

Resolution

RESOLUTION NO.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS
PER WARRANT REGISTER DATED
20TH OF MARCH 2019
TOTALING \$658,178.40 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	\$ 339,006.69
State Gas Tax Fund	2,224.24
Sewer Fund	826.41
Refuse Fund	5,284.13
City Shop Fund	112,974.10
General Liability Fund	45,314.47
Payroll Clearing Account	576.00
Law Enforcement/Fire Dif Fund	17,123.12
Special Deposits Fund	1,691.80
Water Fund	43,866.67
Water Treatment WQA-EPA Fund	28,982.38
Water Treatment City Fund	1,106.00
OPA Proposition A	1,559.24
Measure R Fund	4,929.63
Measure M Fund	546.00
STC Standards/Training/Corrections	1,670.00
POST	2,012.47
Home Housing Program	5,795.40
Recreation Fund	3,658.89
Asset Forfeiture-Justice	465.17
CDBG Fund	221.52
Maintenance District 93-1	712.53
Bulletproof Vest Police Grant	314.81
Maintenance Grant (075)	300.00
Asset Forfeiture - Treasury	17,925.00
Urban Area Initiative - 2016	19,091.73
 TOTAL	 <u>\$ 658,178.40</u>

PASSED, APPROVED AND ADOPTED THE 20TH OF MARCH 2019.

 Peter Chan, Mayor
 City of Monterey Park, California

ATTEST

 Vincent D. Chang, City Clerk
 City of Monterey Park, California

RESOLUTION NO.
Page 2

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 20th of March 2019 by the following vote of the Council:

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

Vincent D. Chang, City Clerk
City of Monterey Park, California

ATTACHMENT 2

Warrant Register

**CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 03/20/2019**

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ROBERTO A AGUIRRE	0010-801-6508-21350	130.46	PEN, FOLDER, DIVIDERS, BINDER		322960	
	0010-801-6508-21350	24.65	PENS		322960	
	0010-801-6508-22670	828.81	VOLUNTEER BANQUET		322960	
	0010-801-6508-22670	61.21	VOLUNTEER BANQUET		322960	1,045.13
GILBERT ALVAREZ	0136-801-3101-33250	18.00	POST TRAINING		322925	18.00
RUSSELL AMUNDSON	0136-801-3101-33250	18.00	POST TRAINING		322926	18.00
ANTHEM BLUE CROSS	0010-801-5102-12330	3,668.80	03/19 MEDICAL INSURANCE		322961	3,668.80
AT & T	0010-801-3112-32050	89.06	PHONE SERVICE		322927	
	0022-801-4206-32050	630.15	PHONE SERVICE		322927	
	0092-801-4222-32050	117.40	PHONE SERVICE		322927	836.61
	0010-801-3201-32050	49.73	PHONE SERVICE		322928	49.73
AT&T	0010-801-1301-32050	41.45	INTERNET/PHONE SERVICE		322929	
	0010-801-1404-32050	2,354.62	INTERNET/PHONE SERVICE		322929	
	0010-801-1408-32050	2,294.78	INTERNET/PHONE SERVICE		322929	
	0010-801-1801-32050	38.15	INTERNET/PHONE SERVICE		322929	
	0010-801-3112-32050	9,369.79	INTERNET/PHONE SERVICE		322929	
	0010-801-3113-32050	38.15	INTERNET/PHONE SERVICE		322929	
	0010-801-3114-41100	41.45	INTERNET/PHONE SERVICE		322929	
	0010-801-3201-32050	2,579.53	INTERNET/PHONE SERVICE		322929	
	0010-801-4209-32050	575.19	INTERNET/PHONE SERVICE		322929	
	0010-801-6001-32050	754.57	INTERNET/PHONE SERVICE		322929	
	0010-801-6502-32050	363.19	INTERNET/PHONE SERVICE		322929	

**CITY OF MONTEREY PARK
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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AT&T	0010-801-6517-32050	41.45	INTERNET/PHONE SERVICE		322929	
	0022-801-4206-32050	864.33	INTERNET/PHONE SERVICE		322929	
	0043-801-1404-32050	1,706.86	INTERNET/PHONE SERVICE		322929	
	0092-801-1404-32050	2,072.62	INTERNET/PHONE SERVICE		322929	
	0092-801-4222-32050	1,097.18	INTERNET/PHONE SERVICE		322929	
	0109-801-6511-32050	139.04	INTERNET/PHONE SERVICE		322929	
	0169-801-2201-32050	221.52	INTERNET/PHONE SERVICE		322929	
						24,593.87
TONY AZALTINE	0075-450-0075-09010	125.00-	VOID CHECK		303775	
						125.00-
ROBERT BARRERA	0136-801-3101-33250	18.00	POST TRAINING		322930	
						18.00
CALIFORNIA ASSOCIATION OF	0065-464	576.00	LTD FIREFIGHTERS		322962	
						576.00
CALIFORNIA DEPT OF CONSUMER	0022-801-4202-39300	100.00	LICENSE RENEWAL-PUBLIC WORKS		322963	
	0022-801-4206-39300	15.00	LICENSE RENEWAL-PUBLIC WORKS		322963	
						115.00
CALIFORNIA WATER SERVICE CO.	0092-801-4222-36300	371.25	WATER SERVICE		322964	
	0092-801-4222-36300	49.11	WATER SERVICE		322964	
	0092-801-4222-36300	120.49	WATER SERVICE		322964	
	0092-801-4222-36300	35.24	WATER SERVICE		322964	
						576.09
DAVID CASTELLANO	0136-801-3101-33250	18.00	POST TRAINING		322931	
						18.00
CHARTER COMMUNICATIONS	0092-801-4210-38400	99.98	INTERNET/CABLE SERVICE		322932	
						99.98
	0092-801-4222-32050	135.11	INTERNET/CABLE SERVICE		322965	
	0010-801-3201-32050	610.97	INTERNET/CABLE SERVICE		322965	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CHARTER COMMUNICATIONS	0010-801-1404-32050	1,274.12	INTERNET/CABLE SERVICE		322965	
	0010-801-3112-32050	984.06	INTERNET/CABLE SERVICE		322965	
	0043-801-1404-32050	938.82	INTERNET/CABLE SERVICE		322965	
	0092-801-1404-32050	1,139.99	INTERNET/CABLE SERVICE		322965	
						5,083.07
CITY OF MONTEREY PARK	0092-450-0092-09000	3,912.00	REFUND-WATER DEPOSIT		322933	
	0092-701-0092-07510	3,670.65-	WATER USAGE		322933	
	0092-701-0092-07510	1,099.64	REFUND-WATER PAYMENT		322933	
						1,340.99
RAYMOND COTA	0136-801-3101-33250	36.00	POST TRAINING		322934	
						36.00
COUNTY OF LOS ANGELES	0010-801-3220-41100	120.00	EMT RENEWAL		322935	
						120.00
	0010-801-3220-41100	40.00	EMT RENEWAL		322966	
						40.00
TENRIKYO YOKI DAIKO	0075-450-0075-09010	100.00-	VOID CHECK		303815	
						100.00-
NICHOLAS DIFATTA	0010-801-3210-21350	2,292.46	FIRE HELMET DECALS		322936	
						2,292.46
DNM ENTERPRISES (DBA) TRAVEL SERVICE	0010-701-0010-08025	799.00	PALM SPRINGS TRIBUTE SHOW		322937	
						799.00
EDWARD DOMINGUEZ	0132-801-3101-33300	250.00	POLICE TRAINING		322938	
						250.00
DAVID ELLIOTT	0136-801-3101-33250	18.00	POST TRAINING		322939	
						18.00
GONZALO GABRIEL	0136-801-3101-33250	18.00	POST TRAINING		322940	
						18.00
HENSLEY LAW GROUP	0010-801-1601-31600	21,215.00	LEGAL-GENERAL SERVICES	19-0172	322967	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
HENSLEY LAW GROUP	0010-801-1601-31600	2,919.80	LEGAL-111 N ATLANTIC	19-0173	322967	
	0010-801-1601-31600	788.10	LEGAL-CC&R REVIEW	19-0173	322967	
	0010-801-1601-31600	8,256.10	LEGAL-CODE ENFORCEMENT	19-0173	322967	
	0010-801-1601-31600	3,330.00	LEGAL-GOODVIEWS	19-0173	322967	
	0010-801-1601-31600	319.00	LEGAL-FIRST TRANSIT	19-0173	322967	
	0010-801-1601-31600	930.00	LEGAL-GENERAL LITIGATION	19-0173	322967	
	0010-801-1601-31600	80.50	LEGAL-KINGS INN	19-0173	322967	
						37,838.50
HITEN RATANJEE (DBA) FRENCH PRESS C	0010-801-3210-22310	905.38	TRAINING UNIFORMS		322968	
	0010-801-3210-22310	514.26	TRAINING UNIFORMS		322968	
						1,419.64
JIA YANG INTERNATIONAL INC	0010-701-0010-02010	88.00-	VOID CHECK		303981	
						88.00-
JOHN A BATCHELOR CO INC.	0092-801-4223-23700	294.30-	VOID CHECK		303165	
						294.30-
ROBERT JULIAN	0136-801-3101-33250	18.00	POST TRAINING		322941	
						18.00
MICHAEL HUGH BRADY	0470-801-3201-31950	19,091.73	EOC TRAINING CADRE PROJECT	19-0303	322942	
						19,091.73
MILES CHEMICAL COMPANY INC	0093-801-4227-23300	7,012.01	SODIUM HYPOCHLORITE	19-0123	322969	
						7,012.01
REBECCA MINOR	0136-801-3101-33250	18.00	POST TRAINING		322943	
						18.00
MONTEREY PARK PETTY CASH	0075-450-0075-08420	90.05	PETTY CASH-EXPLORER (TRUST)		322970	
	0010-801-6505-23910	68.69	PETTY CASH-LANGLEY SUPPLIES		322970	
	0010-801-6505-23910	55.62	PETTY CASH-LANGLEY SUPPLIES		322970	
	0092-801-4223-38500	30.02	PETTY CASH-FOOD FOR CREW		322970	
	0010-801-1701-22750	7.48	PETTY CASH-WATER		322970	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MONTEREY PARK PETTY CASH	0010-801-4210-23050	65.00	PETTY CASH-RE CERTIFICATE		322970	
	0092-801-1406-24100	27.46	PETTY CASH-TIRE PUMP		322970	
	0010-801-1703-33200	9.74	PETTY CASH-MILEAGE		322970	
	0010-801-1703-33200	18.56	PETTY CASH-MILEAGE		322970	
	0010-801-1703-33200	16.36	PETTY CASH-MILEAGE		322970	
	0010-801-1703-33200	16.36	PETTY CASH-MILEAGE		322970	
	0010-801-6517-22750	38.84	PETTY CASH-OFFICE SUPPLIES		322970	
	0010-801-1403-39400	27.49	PETTY CASH-MILEAGE		322970	
	0092-801-4223-38500	49.65	PETTY CASH-FUEL		322970	
	0010-801-1406-39400	10.44	PETTY CASH-MILEAGE		322970	
	0010-801-3120-39700	84.78	PETTY CASH-ACADEMY SUPPLIES		322970	
	0010-801-1403-22750	3.69	PETTY CASH-OFFICE SUPPLIES		322970	
	0010-801-1704-33200	16.00	PETTY CASH-PARKING		322970	
	0010-801-1406-22750	81.96	PETTY CASH-OFFICE SUPPLIES		322970	
						718.19
RICKY MUNDER	0136-801-3101-33250	18.00	POST TRAINING		322944	
						18.00
NADA BUS, INC	0109-801-4201-31950	1,070.00	PALM SPRINGS TRIBUTE SHOW		322945	
						1,070.00
NCCA/KEYS CONFERENCE	0132-801-3101-33300	798.00	POLICE TRAINING		322946	
						798.00
WILLIAM O'SHEA	0132-801-3101-33300	250.00	POLICE TRAINING		322947	
						250.00
PACIFIC TELEMAGEMENT SERVICES	0010-801-6502-32050	153.00	PAY PHONE SERVICE		322971	
						153.00
PATHOMRAT NEIL KUNAWONGSE	0075-450-0075-09010	440.00	CHERRY BLOSSOM TICKETS-TRUST		322948	
						440.00
	0075-450-0075-09010	400.00	CHERRY BLOSSOM POSTERS-TRUST		322972	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						400.00
PITNEY BOWES POSTAGE BY PHONE	0010-801-1301-32200	8.00	POSTAGE		322973	
	0010-801-1403-32200	62.45	POSTAGE		322973	
	0010-801-1406-32200	183.25	POSTAGE		322973	
	0010-801-1407-32200	34.00	POSTAGE		322973	
	0010-801-1701-32200	3.15	POSTAGE		322973	
	0010-801-1702-32200	19.05	POSTAGE		322973	
	0010-801-1704-32200	5.00	POSTAGE		322973	
	0010-801-1801-32200	10.90	POSTAGE		322973	
	0010-801-1802-32200	16.15	POSTAGE		322973	
	0010-801-3101-32200	1.65	POSTAGE		322973	
	0010-801-3102-32200	23.30	POSTAGE		322973	
	0010-801-3104-32200	32.95	POSTAGE		322973	
	0010-801-3113-32200	7.48	POSTAGE		322973	
	0010-801-3114-32200	37.21	POSTAGE		322973	
	0010-801-3120-32200	25.00	POSTAGE		322973	
	0010-801-3201-32200	9.50	POSTAGE		322973	
	0010-801-3205-32200	5.25	POSTAGE		322973	
	0010-801-3210-32200	4.00	POSTAGE		322973	
	0010-801-3220-32200	1.40	POSTAGE		322973	
	0010-801-6001-32200	19.59	POSTAGE		322973	
	0010-801-6502-32200	1.00	POSTAGE		322973	
	0043-801-4212-32200	9.45	POSTAGE		322973	
	0075-450-0075-09230	36.75	POSTAGE (TRUST)		322973	
	0092-801-4221-32200	22.30	POSTAGE		322973	
	0152-801-2206-32200	10.40	POSTAGE		322973	
						589.18
ALICE PORTER	0136-801-3101-33250	18.00	POST TRAINING		322949	
						18.00

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
EVERARDO ROMO	0136-801-3101-33250	18.00	POST TRAINING		322950	18.00
RUDY CONTRERAS	0136-801-3101-33250	18.00	POST TRAINING		322951	18.00
JAY SILVERMAN	0136-801-3101-33250	18.00	POST TRAINING		322952	18.00
SPRINT COMMUNICATIONS COMPANY, LP	0010-801-3115-38400	968.15	MPLS OVER ETHERNET	19-0274	322974	968.15
TECHSOUP STOCK	0010-801-6003-38400	480.00	LIBRARY SOFTWARE		322975	1,640.00
	0010-801-6003-38400	1,160.00	LIBRARY SOFTWARE		322975	
UNITED PARCEL SERVICE	0010-801-1403-32200	57.01	DELIVERY SERVICES		322953	617.90
	0010-801-1407-32200	230.00	DELIVERY SERVICES		322953	
	0010-801-3201-32200	63.93	DELIVERY SERVICES		322953	
	0010-801-3205-32200	266.96	DELIVERY SERVICES		322953	
TONY URICH	0136-801-3101-33250	18.00	POST TRAINING		322954	18.00
VINCENT VASQUEZ	0136-801-3101-33250	18.00	POST TRAINING		322955	18.00
VERIZON WIRELESS	0010-801-1701-32050	38.62	WIRELESS VOICE & DATA SERVICE		322956	
	0010-801-1702-32050	164.11	WIRELESS VOICE & DATA SERVICE		322956	
	0010-801-1703-32050	48.10	WIRELESS VOICE & DATA SERVICE		322956	
	0010-801-1704-32050	42.86	WIRELESS VOICE & DATA SERVICE		322956	
	0010-801-3205-32050	27.28	WIRELESS VOICE & DATA SERVICE		322956	
	0010-801-3210-32050	177.53	WIRELESS VOICE & DATA SERVICE		322956	
	0010-801-3220-32050	234.54	WIRELESS VOICE & DATA SERVICE		322956	
	0022-801-4206-32050	58.76	WIRELESS VOICE & DATA SERVICE		322956	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
VERIZON WIRELESS	0010-801-4209-32050	11.26	WIRELESS VOICE & DATA SERVICE		322956	1,044.96
	0010-801-4212-32050	4.45	WIRELESS VOICE & DATA SERVICE		322956	
	0092-801-4221-32050	64.63	WIRELESS VOICE & DATA SERVICE		322956	
	0092-801-4222-32050	0.38	WIRELESS VOICE & DATA SERVICE		322956	
	0092-801-4223-32050	77.55	WIRELESS VOICE & DATA SERVICE		322956	
	0010-801-6502-32050	0.19	WIRELESS VOICE & DATA SERVICE		322956	
	0010-801-6517-32050	56.69	WIRELESS VOICE & DATA SERVICE		322956	
	0010-801-1201-38400	38.01	WIRELESS VOICE & DATA SERVICE		322956	
	0092-801-4222-32050	152.04	WIRELESS VOICE & DATA SERVICE		322976	1,230.92
	0010-801-3115-38400	38.01	WIRELESS VOICE & DATA SERVICE		322976	
	0010-801-1201-32050	121.27	WIRELESS VOICE & DATA SERVICE		322976	
	0010-801-1101-32050	56.31	WIRELESS VOICE & DATA SERVICE		322976	
	0010-801-1403-32050	0.19	WIRELESS VOICE & DATA SERVICE		322976	
	0010-801-1701-32050	38.01	WIRELESS VOICE & DATA SERVICE		322976	
	0010-801-1702-32050	14.41	WIRELESS VOICE & DATA SERVICE		322976	
	0010-801-1703-32050	38.01	WIRELESS VOICE & DATA SERVICE		322976	
	0010-801-3112-32050	138.57	WIRELESS VOICE & DATA SERVICE		322976	
	0010-801-4202-32050	183.01	WIRELESS VOICE & DATA SERVICE		322976	
	0010-801-4209-32050	302.27	WIRELESS VOICE & DATA SERVICE		322976	
	0010-801-4210-32050	12.75	WIRELESS VOICE & DATA SERVICE		322976	
	0010-801-4212-32050	94.32	WIRELESS VOICE & DATA SERVICE		322976	
	0010-801-6517-32050	16.19	WIRELESS VOICE & DATA SERVICE		322976	
	0092-801-4221-32050	25.37	WIRELESS VOICE & DATA SERVICE		322976	
	0092-801-4222-32050	0.19	WIRELESS VOICE & DATA SERVICE		322976	
JULIE MARIE VILLANUEVA	0010-801-6004-22450	49.99	PETTY CASH-UMBRELLA BAGS		322957	
	0010-801-6004-22450	89.98	PETTY CASH-BUBBLE SOLUTION		322957	
	0010-801-6004-22450	75.83	PETTY CASH-STORY TIME PUPPETS		322957	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						215.80
HAIBO WANG	0010-450-3101-09000	45,718.00	REFUND CASH HELD FOR EVIDENCE		322977	45,718.00
TIM WISNIEWSKI	0136-801-3101-33250	18.00	POST TRAINING		322958	18.00
PAUL YNIGUEZ	0136-801-3101-33250	18.00	POST TRAINING		322959	18.00
TOTAL FOR PREPAID WARRANTS						162,437.41
	PRINTED	162,437.41				

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
3SI SECURITY SYSTEMS, INC	0010-801-3115-38400	648.00	POLICE TRACKING ANNUAL USAGE		326 **	648.00
ALHAMBRA CAR WASH	0060-801-4211-38400	396.00	CAR WASH		322978	396.00
AMERICAN RED CROSS	0010-801-6503-22300	114.00	AQUATIC CPR/AED TRAINING		322979	114.00
AMERICAN WATER WORKS ASSN/AWWA	0092-801-4220-31950	4,141.00	WATER MEMBERSHIP		322980	4,141.00
ARAMARK UNIFORM & CAREER APPAREL GF	0060-801-4211-22300	55.47	UNIFORM CLEANING		327 **	110.94
	0060-801-4211-22300	55.47	UNIFORM CLEANING		327 **	
B A B STEERING HYDRAULICS, INC	0060-801-4211-38400	1,171.31	FLEET PARTS/REPAIR-UNIT 972		322981	1,171.31
BAKER & TAYLOR INC	0010-801-6002-40000	16.63	BOOK(S) 1		322982	
	0010-801-6002-40000	32.78	BOOK(S) 1		322982	
	0010-801-6002-40000	18.56	BOOK(S) 1		322982	
	0010-801-6002-40000	14.71	BOOK(S) 1		322982	
	0010-801-6002-40000	413.56	BOOK(S) 22		322982	
	0010-801-6006-40000	13.90	BOOK(S) 2		322982	
	0010-801-6006-40000	39.83	BOOK(S) 3		322982	
	0010-801-6006-40000	69.66	BOOK(S) 7		322982	
	0010-801-6006-40000	44.43	BOOK(S) 4		322982	
	0010-801-6006-40000	9.60	BOOK(S) 2		322982	
	0010-801-6006-40000	11.52	BOOK(S) 1		322982	
	0010-801-6006-40000	77.39	BOOK(S) 7		322982	
	0010-801-6006-40000	23.07	BOOK(S) 2		322982	
	0010-801-6006-40000	22.70	BOOK(S) 3		322982	
	0010-801-6006-40000	1,281.61	BOOK(S) 100		322982	

** Indicates an ACH-Payment transaction

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						2,089.95
VINCENT BALTIERRA III	0010-801-1801-39400	271.02	TUITION REIMBURSEMENT		322983	271.02
SAM BAO	0010-701-0010-08025	10.00	REFUND RECREATION CLASS		322984	10.00
BEAR COMMUNICATIONS INC	0010-801-3112-38400	461.00	MAINTENANCE SERVICE	19-0237	328 **	461.00
BUCKNAM INFRASTRUCTURE GROUP, INC	0112-801-5001-89100	546.00	PAVEMENT MANAGEMENT PROGRAM	19-0192	322985	546.00
C.P.R.S DISTRICT XIII	0010-801-6502-31150	40.00	RECREATION TRAINING		322986	40.00
CURTIS CACCIATORI	0010-801-1801-39400	992.00	TUITION REIMBURSEMENT		322987	992.00
CALBO TRAINING INSTITUTE	0010-801-1703-39300	295.00	MEMBERSHIP		322988	295.00
CANON FINANCIAL SERVICES, INC.	0010-801-3114-37500	1,847.34	COPIER MACHINE RENTAL		329 **	
	0010-801-3115-38400	288.89	COPIER MACHINE RENTAL		329 **	
	0060-801-4211-31950	468.75	COPIER MACHINE RENTAL		329 **	
						2,604.98
CANON SOLUTIONS AMERICA, INC	0109-801-6511-22750	290.20	COPIER MAINTENANCE	19-0137	322989	290.20
PETER CHAN	0010-801-1101-11100	80.00	MAYOR'S EXPENSES		322990	
	0043-801-1101-11100	60.00	MAYOR'S EXPENSES		322990	
	0092-801-1101-11100	60.00	MAYOR'S EXPENSES		322990	
						200.00
LAI CHEUNG	0159-701-0159-07030	47.00	REFUND RECREATION CLASS		322991	
	0159-701-0159-07030	47.00	REFUND RECREATION CLASS		322991	
	0159-701-0159-07030	47.00	REFUND RECREATION CLASS		322991	

** Indicates an ACH-Payment transaction

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						141.00
CHICAGO TITLE COMPANY	0152-801-2206-38650	65.00	LOAN POLICY-212 E GLEASON		322992	65.00
CINDY TRANG	0010-801-1801-39400	1,740.00	TUITION REIMBURSEMENT		322993	1,740.00
CINTAS CORPORATION NO. 3	0010-801-6505-22150	162.32	JANITORIAL SUPPLIES-LANGLEY		322994	
	0010-801-6505-22150	162.32	JANITORIAL SUPPLIES-LANGLEY		322994	324.64
COMPLETE LANDSCAPE CARE, INC.	0010-850-6516-31190	2,045.00	MONTHLY MAINTENANCE	18-0304	322995	
	0010-850-6516-31190	1,900.00	MONTHLY MAINTENANCE	18-0304	322995	
	0010-850-6516-31190	2,000.00	MONTHLY MAINTENANCE	18-0304	322995	
	0010-850-6516-31190	2,045.00	MONTHLY MAINTENANCE	18-0304	322995	
	0010-850-6516-31190	1,900.00	MONTHLY MAINTENANCE	18-0304	322995	
	0010-850-6516-31190	2,000.00	MONTHLY MAINTENANCE	18-0304	322995	
	0010-850-6516-31190	2,045.00	MONTHLY MAINTENANCE	18-0304	322995	
	0010-850-6516-31190	1,900.00	MONTHLY MAINTENANCE	18-0304	322995	
	0010-850-6516-31190	2,000.00	MONTHLY MAINTENANCE	18-0304	322995	17,835.00
COMPUTER SERVICE COMPANY	0010-801-4206-38400	3,200.00	TRAFFIC SIGNAL MAINTENANCE	19-0103	322996	
	0010-801-4206-38400	10,979.81	TRAFFIC SIGNAL MAINTENANCE	19-0103	322996	
	0010-801-4206-38400	25,796.21	TRAFFIC SIGNAL MAINTENANCE	19-0103	322996	39,976.02
CORIDAN FUND 5, LP	0071-701-0071-03570	17,123.12	REFUND DEVELOPMENT IMPACT FEE		322997	17,123.12
COUNTY OF LOS ANGELES	0010-801-3111-31950	2,137.64	ANIMAL CONTROL SERVICE	19-0032	322998	2,137.64
CSMFO	0010-801-1403-39300	110.00	MEMBERSHIP		322999	110.00

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CSULB FOUNDATION -	0136-801-3101-33250	99.50	POST TRAINING		323000	99.50
CURVATURE, INC DBA CURVATURE LLC	0010-801-3115-38400	544.00	SERVER MAINTENANCE	19-0036	323001	544.00
DAMEWOOD CONSULTING GROUP	0010-801-1802-39400	500.00	EMPLOYEE SAFETY TRAINING		323002	500.00
DANIEL SCOTT BUEHLER	0010-801-3104-31950	1,900.00	BACKGROUND INVESTIGATION	19-0319	323003	1,900.00
DEPARTMENT OF JUSTICE	0010-801-1801-39550	213.00	FINGERPRINT PROCESSING		330 **	
	0010-701-0010-03710	673.00	FINGERPRINT PROCESSING		330 **	
	0010-801-1801-39550	64.00	FINGERPRINT PROCESSING		330 **	
	0010-701-0010-03710	522.00	FINGERPRINT PROCESSING		330 **	1,472.00
DITCH WITCH OF CORONA	0092-801-4223-38400	901.29	SERVICE TOOL,CHECK HOSE		323004	
	0092-801-4223-24100	142.97	PULLER CARRO		323004	1,044.26
DIVERSIFIED ALARM SERVICE	0344-801-5002-99290	225.00	MONITORING SERVICE		331 **	
	0010-801-3112-38400	135.00	MONITORING SERVICE		331 **	
	0010-801-3112-38400	135.00	MONITORING SERVICE		331 **	
	0010-801-3112-38400	135.00	MONITORING SERVICE		331 **	
	0010-801-6502-32050	285.00	MONITORING SERVICE		331 **	
	0010-801-6502-32050	135.00	MONITORING SERVICE		331 **	
	0010-801-6502-32050	15.00	MONITORING SERVICE		331 **	
	0010-801-6502-32050	285.00	MONITORING SERVICE		331 **	1,350.00
DIVERSIFIED LEASING	0060-850-4211-54100	79,802.74	ANIMAL CONTROL UNIT 147	18-0344	323005	79,802.74
DUAL CORE LLC (DBA) IDENTICARD SYST	0160-850-5004-99323	465.17	POLICE-SERVER YEARLY RENEWAL	18-0383	323006	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
DUAL CORE LLC (DBA) IDENTICARD SYST	0010-801-3115-38400	169.93	POLICE-SERVER YEARLY RENEWAL		323006	635.10
GEORGE DUONG	0159-801-6507-31930	72.03	INSTRUCTOR-RECREATION CLASS		323007	72.03
E.R.S. SECURITY ALARM SYSTEMS,	0010-801-6001-38400	135.00	LIBRARY SECURITY MONITORING		323008	135.00
DAVID ELLIOTT	0010-801-3102-22310	121.60	UNIFORM REIMBURSEMENT		323009	121.60
EMPIRE CLEANING SUPPLY	0010-801-6517-22150	1,335.30	JANITORIAL SUPPLIES-PARKS	19-0093	323010	1,912.17
	0010-801-6505-22150	576.87	JANITORIAL SUPPLIES-LANGLEY		323010	
ENTERPRISE FM TRUST	0060-801-4211-37800	6,033.78	POLICE LEASED VEHICLES	19-0008	332 **	6,033.78
EUROFINS EATON ANALYTICAL, INC.	0092-801-4222-31950	2,275.00	WATER ANALYSIS	19-0185	323011	11,255.00
	0093-801-4230-31950	4,035.00	WATER ANALYSIS	19-0185	323011	
	0093-801-4227-31950	1,640.00	WATER ANALYSIS	19-0185	323011	
	0093-801-4231-31950	215.00	WATER ANALYSIS	19-0185	323011	
	0093-801-4226-31950	3,090.00	WATER ANALYSIS	19-0185	323011	
EWING IRRIGATION PRODUCTS, INC.	0010-801-6517-22400	187.92	FIBERGLASS TRENCH		323012	187.92
EZEQUIEL LOPEZ VELASCO	0010-801-3113-38250	2,326.88	JAIL JANITORIAL SERVICES	19-0165	323013	2,326.88
F.S.O.C. LLC	0010-801-3103-22310	894.76	POLICE TACTICAL VESTS		323014	1,626.37
	0010-801-3103-22310	731.61	POLICE TACTICAL VESTS		323014	
BRUCE FALLON	0060-801-4211-39400	122.00	FLEET-RECERTIFICATION		323015	122.00

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
GUADALUPE MARIE FARIAS	0159-801-6507-31930	107.70	INSTRUCTOR-RECREATION CLASS		323016	107.70
FENSCO SERVICES INC	0010-801-6517-31950	569.00	FENCE REPAIR/INSTALLATION		323017	569.00
LILIANA FLORES	0132-801-3101-33300	18.00	POLICE TRAINING		323018	18.00
	0132-801-3101-33300	18.00	POLICE TRAINING		323019	18.00
DAISY FONG	0010-701-0010-08025	10.00	REFUND RECREATION CLASS		323020	10.00
SIU YING FONG	0010-701-0010-08025	10.00	REFUND RECREATION CLASS		323021	10.00
FORWARD THINKING SYSTEMS, LLC	0109-801-6511-31180	60.00	DIAL-A-RIDE GPS SERVICE		323022	60.00
FANNY FUNG	0159-701-0159-07030	58.00	REFUND RECREATION CLASS		323023	58.00
GALLADE CHEMICAL, INC.	0092-801-4222-23300	1,180.41	WATER CHEMICALS	19-0121	323024	1,180.41
GARFIELD MEDICAL CENTER	0010-801-3113-22600	24.00	PHYSICAL		323025	
	0010-801-3113-22600	24.00	PHYSICAL		323025	
	0010-801-3113-22600	24.00	PHYSICAL		323025	
	0010-801-3113-22600	24.00	PHYSICAL		323025	
	0010-801-3113-22600	24.00	PHYSICAL		323025	
	0010-801-3113-22600	24.00	PHYSICAL		323025	
	0010-801-3113-22600	24.00	PHYSICAL		323025	168.00
GLENDAL PARADE STORE, LLC	0010-801-3103-22300	1,032.80	UNIFORM FOR PD HONOR GUARD		323026	1,032.80

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
GOLDEN STATE WATER COMPANY	0092-801-4222-36300	64.99	WATER SERVICE		323027	64.99
GRICELDA GOMEZ	0010-801-3205-39400	245.92	CFPI MEETING		323028	
	0010-801-3210-39050	15.17	UNIFORM CLEANING		323028	
	0010-801-3210-39050	36.76	UNIFORM CLEANING		323028	
	0010-801-3210-39050	21.94	UNIFORM CLEANING		323028	
	0010-801-3210-39050	9.44	UNIFORM CLEANING		323028	
	0010-801-3210-39050	7.25	UNIFORM CLEANING		323028	336.48
GOVCONNECTION INC.	0010-850-1404-31700	5,262.00	MALWARE PROTECTION LICENSE		323029	5,262.00
GOVERNMENTJOBS.COM, INC. DBA NEOGOV	0010-801-1801-38400	9,024.68	EVALUATION, INSIGHT ENT LICENSE	19-0011	333 **	9,024.68
GRAINGER	0110-801-4202-23600	2,245.96	CLEANING SOLVENT		323030	2,245.96
GRAND PRIX TIRE & AUTO CENTER	0060-801-4211-38400	141.87	WHEEL BALANCE-UNIT 119	19-0020	323031	
	0060-801-4211-23500	978.49	TIRES	19-0020	323031	1,120.36
H & H AUTO PARTS WHOLESALE	0060-801-4211-23500	42.23	BREAK PADS	19-0155	323032	
	0060-801-4211-23500	110.20	BREAK PADS	19-0155	323032	
	0060-801-4211-23500	71.59	COOLANT HOSES	19-0155	323032	
	0060-801-4211-23500	81.77	PS PUMP	19-0155	323032	
	0060-801-4211-23500	75.14	TPM SENSORS	19-0155	323032	380.93
HACH COMPANY (AKA ELE	0092-801-4222-23700	694.05	SIMPLIFIED WATER ANALYSIS	19-0159	323033	694.05
HARRINGTON INDUSTRIAL PLASTICS LLC	0093-801-4227-23300	876.11	ELBOW, TEE, SOLVENT CEMENT		334 **	
	0093-801-4227-23300	124.31	UNION		334 **	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						1,000.42
HEALTHFIRST MEDICAL GROUP	0010-801-1801-31900	537.00	PRE-EMPLOYMENT PHYSICALS		323034	537.00
LEUNG HUNG	0010-701-0010-08025	10.00	REFUND RECREATION CLASS		323035	10.00
BRENDA IGLESIAS	0136-801-3101-33250	54.00	POST TRAINING		323036	54.00
INNOVATIVE PLAYGROUNDS COMPANY, INC	0092-801-6508-39860	2,907.41	PLAY GROUND EQUIPMENT	19-0324	323037	2,907.41
INTERWEST CONSULTING GROUP, INC	0010-801-1703-31950	712.50	PLAN CHECK SERVICES	19-0010	335 **	1,092.50
	0010-801-1703-31950	190.00	PLAN CHECK SERVICES	19-0010	335 **	
	0010-801-1703-31950	190.00	PLAN CHECK SERVICES	19-0010	335 **	
SHELLY MARIE ISHIDA	0159-801-6507-31930	562.20	INSTRUCTOR-RECREATION CLASS		323038	562.20
J & E GENERAL INC.	0010-701-0010-06320	338.64	REFUND FIRE FLOW TEST FEES		323039	338.64
NORIKO JARAMILLO	0159-701-0159-07030	58.00	REFUND RECREATION CLASS		323040	58.00
JCL TRAFFIC SERVICES	0092-801-4223-24100	1,963.25	CONE BARS,SIGN STANDS,BRACE		336 **	1,963.25
JEDA WORKS	0152-801-2206-31850	1,365.00	HOUSING REHAB SERVICES		323041	
	0152-801-2206-38650	520.00	HOUSING REHAB SERVICES	19-0196	323041	
	0152-801-2206-38650	617.50	HOUSING REHAB SERVICES	19-0196	323041	
	0152-801-2206-38650	130.00	HOUSING REHAB SERVICES	19-0196	323041	
	0152-801-2206-38650	195.00	HOUSING REHAB SERVICES	19-0196	323041	
	0152-801-2206-38650	520.00	HOUSING REHAB SERVICES	19-0196	323041	
	0152-801-2206-38650	390.00	HOUSING REHAB SERVICES	19-0196	323041	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
JEDA WORKS	0152-801-2206-38650	357.50	HOUSING REHAB SERVICES	19-0196	323041	5,720.00
	0152-801-2206-38650	390.00	HOUSING REHAB SERVICES	19-0196	323041	
	0152-801-2206-38650	325.00	HOUSING REHAB SERVICES	19-0196	323041	
	0152-801-2206-38650	260.00	HOUSING REHAB SERVICES	19-0196	323041	
	0152-801-2206-38650	650.00	HOUSING REHAB SERVICES	19-0196	323041	
RICHARD KAGEYAMA	0159-801-6507-31930	207.21	INSTRUCTOR-RECREATION CLASS		323042	207.21
KEYSTONE UNIFORM CENTERS	0010-801-3101-22320	296.53	UNIFORMS-R CHUMAN		323043	404.83
	0010-801-3120-22310	108.30	UNIFORMS-N BANKS		323043	
KNIGHT COMMUNICATIONS INC	0010-801-3115-31700	1,537.50	IT MANAGEMENT SERVICE	19-0129	323044	
	0362-801-3115-31700	8,962.50	IT MANAGEMENT SERVICE	19-0129	323044	
	0010-801-3115-31700	1,537.50	IT MANAGEMENT SERVICE	19-0129	323044	
	0362-801-3115-31700	8,962.50	IT MANAGEMENT SERVICE	19-0129	323044	
	0010-801-1301-38400	527.00	IT MANAGEMENT SERVICE	19-0129	323044	
	0010-801-1404-38400	492.00	IT MANAGEMENT SERVICE	19-0129	323044	
	0043-801-1404-38400	581.00	IT MANAGEMENT SERVICE	19-0129	323044	
	0092-801-1404-38400	758.00	IT MANAGEMENT SERVICE	19-0129	323044	
	0010-801-1701-38400	400.00	IT MANAGEMENT SERVICE	19-0129	323044	
	0010-801-1702-38400	400.00	IT MANAGEMENT SERVICE	19-0129	323044	
	0010-801-1703-38400	400.00	IT MANAGEMENT SERVICE	19-0129	323044	
	0010-801-1801-38400	778.00	IT MANAGEMENT SERVICE	19-0129	323044	
	0010-801-3115-38400	1,726.00	IT MANAGEMENT SERVICE	19-0129	323044	
	0010-801-3201-38400	952.00	IT MANAGEMENT SERVICE	19-0129	323044	
	0022-801-4202-38400	556.00	IT MANAGEMENT SERVICE	19-0129	323044	
	0092-801-4210-38400	208.00	IT MANAGEMENT SERVICE	19-0129	323044	
	0060-801-4211-38400	1,238.00	IT MANAGEMENT SERVICE	19-0129	323044	
	0043-801-4212-38400	417.00	IT MANAGEMENT SERVICE	19-0129	323044	

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KNIGHT COMMUNICATIONS INC	0092-801-4220-38400	1,417.00	IT MANAGEMENT SERVICE	19-0129	323044	
	0010-801-6001-38400	1,083.00	IT MANAGEMENT SERVICE	19-0129	323044	
	0010-801-6502-38400	797.00	IT MANAGEMENT SERVICE	19-0129	323044	
	0093-801-4226-38400	167.00	IT MANAGEMENT SERVICE	19-0129	323044	
	0093-801-4227-38400	167.00	IT MANAGEMENT SERVICE	19-0129	323044	
	0093-801-4229-38400	167.00	IT MANAGEMENT SERVICE	19-0129	323044	
	0093-801-4230-38400	167.00	IT MANAGEMENT SERVICE	19-0129	323044	
	0093-801-4231-38400	167.00	IT MANAGEMENT SERVICE	19-0129	323044	
	0094-801-4226-38400	167.00	IT MANAGEMENT SERVICE	19-0129	323044	
	0094-801-4227-38400	167.00	IT MANAGEMENT SERVICE	19-0129	323044	
	0094-801-4229-38400	167.00	IT MANAGEMENT SERVICE	19-0129	323044	
	0094-801-4230-38400	167.00	IT MANAGEMENT SERVICE	19-0129	323044	
	0094-801-4231-38400	167.00	IT MANAGEMENT SERVICE	19-0129	323044	
						35,400.00
KNOWLES-MCNIFF	0010-801-1404-31700	5,006.00	FINANCE SOFTWARE MAINTENANCE		337 **	
	0010-801-3115-31700	599.00	FINANCE SOFTWARE MAINTENANCE		337 **	
	0010-801-3220-31700	209.00	FINANCE SOFTWARE MAINTENANCE		337 **	
	0010-801-6001-31700	803.00	FINANCE SOFTWARE MAINTENANCE		337 **	
	0043-801-1404-31700	1,571.00	FINANCE SOFTWARE MAINTENANCE		337 **	
	0092-801-1404-31700	1,964.00	FINANCE SOFTWARE MAINTENANCE		337 **	
	0092-801-4221-31700	989.00	FINANCE SOFTWARE MAINTENANCE		337 **	
	0093-801-4226-31700	204.00	FINANCE SOFTWARE MAINTENANCE		337 **	
	0093-801-4227-31700	241.00	FINANCE SOFTWARE MAINTENANCE		337 **	
	0093-801-4229-31700	193.00	FINANCE SOFTWARE MAINTENANCE		337 **	
	0093-801-4230-31700	204.00	FINANCE SOFTWARE MAINTENANCE		337 **	
	0093-801-4231-31700	246.00	FINANCE SOFTWARE MAINTENANCE		337 **	
	0094-801-4226-31700	42.00	FINANCE SOFTWARE MAINTENANCE		337 **	
	0094-801-4227-31700	52.00	FINANCE SOFTWARE MAINTENANCE		337 **	
	0094-801-4229-31700	40.00	FINANCE SOFTWARE MAINTENANCE		337 **	

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KNOWLES-MCNIFF	0094-801-4230-31700	42.00	FINANCE SOFTWARE MAINTENANCE		337 **	
	0094-801-4231-31700	53.00	FINANCE SOFTWARE MAINTENANCE		337 **	
	0094-801-4232-31700	42.00	FINANCE SOFTWARE MAINTENANCE		337 **	12,500.00
KZRW LEE INC	0010-801-1403-39250	677.25	CAFR COVERS & TABS		338 **	
	0092-801-1403-39250	677.25	CAFR COVERS & TABS		338 **	1,354.50
PANG CHAN LAW	0010-701-0010-08025	10.00	REFUND RECREATION CLASS		323045	10.00
LIEBERT CASSIDY WHITMORE	0010-801-1801-31953	81.00	JR GRIEVANCE APPEAL		323046	
	0010-801-1801-31955	35.00	NR DISCIPLINE		323046	
	0062-801-5101-31600	40.00	CT PRE LITIGATION		323046	
	0062-801-5101-31600	42,244.47	CT LITIGATION		323046	
	0062-801-5101-31600	1,801.00	BL LITIGATION		323046	
	0062-801-5101-31600	1,229.00	NR LITIGATION		323046	
	0010-801-1601-31600	3,022.00	GENERAL SERVICES		323046	
	0010-801-1601-31600	1,225.08	PITCHES MOTIONS		323046	
	0010-801-1601-31600	705.00	FLSA PAY AUDIT		323046	
	0010-801-1601-31600	8,946.00	SEIU 721		323046	
	0010-801-1601-31600	1,684.50	POA MOU REVIEW		323046	61,013.05
LINCOLN EQUIPMENT INC.	0010-801-6503-38200	16.40	BEARING BOLTS FOR POOL REELS		323047	16.40
LOGAN SUPPLY CO., INC.	0092-801-4222-23700	181.33	GLOVES		323048	
	0092-801-4223-24100	201.38	GAS SAW, ZIP GUN		323048	
	0092-801-4223-24100	104.02	REPAIR TO TRASH PUMP		323048	
	0092-801-4223-24100	216.80	REPAIR TO CLAY DIGGER		323048	703.53

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
LOS ANGELES COUNTY SHERIFF'S DEPART	0010-801-3113-22600	508.35	INMATE MEALS SERVICES	19-0037	323049	508.35
LOS ANGELES TIMES	0010-801-6002-40000	493.75	SUBSCRIPTION		323050	493.75
FLORA LUI	0010-701-0010-07050	95.88	REFUND PICNIC RENTAL		323051	95.88
MAK FIRE PROTECTION ENGINEERING & C	0010-801-3205-31950	255.00	FIRE PLAN CHECK	19-0112	323052	
	0010-801-3205-31950	100.00	FIRE PLAN CHECK	19-0112	323052	
	0010-801-3205-31950	170.00	FIRE PLAN CHECK	19-0112	323052	
	0010-801-3205-31950	170.00	FIRE PLAN CHECK	19-0112	323052	
	0010-801-3205-31950	159.00	FIRE PLAN CHECK	19-0112	323052	
	0010-801-3205-31950	4,126.50	FIRE PLAN CHECK	19-0112	323052	
	0010-801-3205-31950	170.00	FIRE PLAN CHECK	19-0112	323052	5,150.50
MATTHEW GEIGER	0010-801-6502-22310	777.33	RECREATION STAFF UNIFORMS		339 **	777.33
MCMASTER-CARR SUPPLY CO.	0092-801-4222-23700	201.47	CALIPER LAYOUTS		340 **	201.47
MISSION SUPER HARDWARE	0010-801-6517-22400	6.89	STRAW HAT		323053	6.89
MONTEBELLO AUTO GROUP, LLC (DBA) CH	0060-801-4211-23500	104.88	REGULATOR-UNIT 930	19-0292	323054	
	0060-801-4211-23500	128.49	HOSES-UNIT 977	19-0292	323054	233.37
MOORE MEDICAL CORP	0042-801-4204-23700	826.41	SAFEGRIP GLOVES		323055	826.41
RICKY MUNDER	0136-801-3101-33250	18.00	POST TRAINING		323056	18.00
MUSICGEM	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		341 **	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MUSICGEM	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		341 **	
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		341 **	
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		341 **	
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		341 **	950.00
MARGARET NALBANDIAN	0159-801-6507-31930	1,088.46	INSTRUCTOR-RECREATION CLASS		342 **	1,088.46
NAVARRO'S TOWING	0060-801-4211-38400	150.00	TOWING SERVICES-UNIT 948		323057	
	0060-801-4211-38400	25.00	TOWING SERVICES-UNIT 119		323057	175.00
NEW CENTURY MOTORSPORTS LLC	0060-801-4211-38400	93.34	HEADLAMP BULB-UNIT 096		323058	
	0060-801-4211-38400	283.53	REAR TIRE-UNIT 141		323058	376.87
NFPA INTERNATIONAL	0010-801-3205-39350	1,495.00	NATIONAL FIRE CODE SUBSCRIPTIO		323059	1,495.00
NORMAN A TRAUB ASSOCIATES	0010-801-1801-31955	8,970.00	INVESTIGATION SERVICES		323060	8,970.00
PETER PALOMINO	0136-801-3101-33250	54.00	POST TRAINING		323061	54.00
PERFORMANCE ELEVATOR CONTRACTORS IN	0010-801-4210-38400	927.50	ELEVATOR MAINTENANCE	19-0059	323062	
	0010-801-4210-38400	165.00	ELEVATOR MAINTENANCE	19-0059	323062	
	0010-801-4210-38400	330.00	ELEVATOR MAINTENANCE	19-0059	323062	
	0010-801-4210-38400	165.00	ELEVATOR MAINTENANCE	19-0059	323062	
	0010-801-4210-38400	330.00	ELEVATOR MAINTENANCE	19-0059	323062	
	0010-801-4210-38400	320.00	ELEVATOR MAINTENANCE	19-0059	323062	2,237.50
PITNEY BOWES GLOBAL FINANCIAL SERVI	0010-801-1408-37200	1,217.31	MAIL MACHINES RENTAL		323063	1,217.31

** Indicates an ACH-Payment transaction

**CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 03/20/2019**

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PRIORITY LANDSCAPE SERVICES, LLC	0344-801-5002-99290	75.00	LANDSCAPE SERVICES	19-0216	323064	1,925.00
	0010-801-6516-31190	1,850.00	LANDSCAPE SERVICES		323064	
PROGRESS PRINTERS	0010-801-6001-39250	416.10	RETURN ENVELOPES		323065	416.10
PROSOURCE FACILITY SUPPLY	0092-801-1407-38250	931.79	TOWELS, TISSUE		323066	1,301.35
	0092-801-1407-38250	692.59	TOWELS, TISSUE		323066	
	0092-801-1407-38250	323.03	TOWELS, TISSUE-CREDIT		323066	
QUILL CORPORATION	0010-801-1301-21300	154.35	MAGAZINE HOLDER, PADS, TAPE, GLUE		323067	154.35
READINESS NETWORK INC.	0136-801-3101-33250	1,155.00	POST TRAINING		323068	1,155.00
RED WING SHOE STORES	0092-801-4222-22300	192.17	SAFETY BOOTS-F FUENTES	19-0064	323069	
	0092-801-4222-22300	200.00	SAFETY BOOTS-R RICHARDS	19-0064	323069	
	0092-801-4222-22300	200.00	SAFETY BOOTS-T RUGGERI	19-0064	323069	
	0092-801-4222-22300	200.00	SAFETY BOOTS-J GREEN	19-0064	323069	
	0092-801-4221-22300	200.00	SAFETY BOOTS-D FERNANDEZ	19-0064	323069	
	0092-801-4221-22300	168.26	SAFETY BOOTS-J MEDINA	19-0064	323069	
	0092-801-4221-22300	200.00	SAFETY BOOTS-S CRUZ	19-0064	323069	
	0092-801-4221-22300	200.00	SAFETY BOOTS-J MEDINA	19-0064	323069	
	0092-801-4221-22300	211.88	SAFETY BOOTS-C RICHARDS	19-0064	323069	
	0010-801-6516-22300	200.00	SAFETY BOOTS-E ALBA	19-0065	323069	
	0010-801-6516-22300	248.54	SAFETY BOOTS-R VALENZUELA	19-0065	323069	
	0010-801-6516-22300	180.09	SAFETY BOOTS-M RAMIREZ	19-0065	323069	
	0010-801-6516-22300	188.07	SAFETY BOOTS-J VALDEZ	19-0065	323069	
	0010-801-4209-22310	180.09	SAFETY BOOTS-V VALENZUELA	19-0063	323069	
	0010-801-4209-22310	197.99	SAFETY BOOTS-M CERVANTES	19-0063	323069	
	0010-801-4209-22310	180.09	SAFETY BOOTS-C MOORE	19-0063	323069	

**CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 03/20/2019**

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
RED WING SHOE STORES	0010-801-4209-22310	219.51	SAFETY BOOTS-J HERNANDEZ	19-0063	323069	
	0010-801-4209-22310	165.29	SAFETY BOOTS-ML REYES	19-0063	323069	
	0010-801-6503-22310	250.00	SAFETY BOOTS-E HERNANDEZ		323069	
						3,781.98
RESTORATION ARTECHS INC.	0010-801-6517-31950	1,845.00	REFINISHING BRONZED PLAQUE		323070	
						1,845.00
RIVERSIDE COUNTY SHERIFFS DEPT	0136-801-3101-33250	135.00	POST TRAINING		323071	
						135.00
EVERARDO ROMO	0136-801-3101-33250	18.00	POST TRAINING		323072	
						18.00
RUDY CONTRERAS	0010-801-3104-22310	439.10	UNIFORM REIMBURSEMENT		323073	
						439.10
	0136-801-3101-33250	18.00	POST TRAINING		323074	
						18.00
S C FUELS	0060-801-4211-22250	11,167.06	FUEL	19-0017	343 **	
	0060-801-4211-22250	5,283.48	FUEL	19-0017	343 **	
						16,450.54
DANNY SALAZAR	0136-801-3101-33250	35.97	POST TRAINING		323075	
	0136-801-3101-33250	29.00	POST TRAINING		323075	
						64.97
SAN GABRIEL VALLEY WATER ASSOC	0092-801-4220-33200	60.00	WATER TRAINING		323076	
						60.00
	0092-801-4222-22900	25.00	2019 PRODUCER DUES		323077	
	0092-801-4222-22900	9,689.95	ASSESSMENTS 2017-18		323077	
						9,714.95
SAN GABRIEL VALLEY WATER CO.	0092-801-4222-36300	59.87	WATER SERVICES		323078	
	0093-801-4233-22900	4,909.17	WATER SERVICES		323078	
						4,969.04

** Indicates an ACH-Payment transaction

**CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 03/20/2019**

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
SAN LUIS BUTANE DISTRIBUTORS, INC	0060-801-4211-22250	35.66	PROPANE	19-0243	323079	
	0060-801-4211-22250	60.89	PROPANE	19-0243	323079	
	0060-801-4211-22250	67.44	PROPANE	19-0243	323079	
	0060-801-4211-22250	47.69	PROPANE	19-0243	323079	
	0060-801-4211-22250	49.96	PROPANE	19-0243	323079	
	0060-801-4211-22250	44.51	PROPANE	19-0243	323079	
	0060-801-4211-22250	51.14	PROPANE	19-0243	323079	
						357.29
SUSAN SAXE-CLIFFORD, PH.D.	0010-801-3101-22750	450.00	PSYCHOLOGICAL EVALUATION		323080	
						450.00
SEA CLEAR POOLS INC	0010-801-6503-38200	970.00	POOL CHEMTROL CONTROLLER		344 **	
	0010-801-5004-91749	3,596.48	BARNES POOL HEATERS REPAIR	19-0335	344 **	
						4,566.48
RENA R. SEARS	0132-801-3101-33300	18.00	POLICE TRAINING		323081	
						18.00
	0132-801-3101-33300	18.00	POLICE TRAINING		323082	
						18.00
SECURITY SIGNAL DEVICES INC	0092-801-4222-31950	507.00	ALARM SERVICES		345 **	
						507.00
SERRATO & ASSOCIATES	0132-801-3101-33300	150.00	POLICE TRAINING		323083	
						150.00
	0132-801-3101-33300	150.00	POLICE TRAINING		323084	
						150.00
LINDA SHEN	0159-701-0159-07030	58.00	REFUND RECREATION CLASS		323085	
						58.00
SOUTH COAST AIR QUALITY	0093-801-4227-41100	3,320.71	AQMD FEES		323086	
	0093-801-4227-41100	131.79	AQMD FEES		323086	
						3,452.50

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**CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 03/20/2019**

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
SOUTHERN CALIFORNIA EDISON CO.	0176-801-4207-36100	712.53	CREST VIEW DRIVE POLES		323087	712.53
SPECIAL "T" WATER SYSTEMS, INC.	0092-801-4222-23700	1,310.00	WATER SOFTENER REPAIR		323088	1,310.00
STATUS ONE MEDICAL INC	0092-801-4221-21350	111.38	FIRST AID SUPPLIES		346 **	
	0092-801-4222-23700	43.92	FIRST AID SUPPLIES		346 **	155.30
STETSON ENGINEERS, INC	0093-801-4226-31950	825.32	NPDES APP SERVICES	19-0153	323089	
	0093-801-4229-31950	439.98	NPDES APP SERVICES	19-0153	323089	
	0093-801-4230-31950	439.98	NPDES APP SERVICES	19-0153	323089	1,705.28
REGGIE STEVENS	0159-801-6507-31930	74.17	INSTRUCTOR-RECREATION CLASS		323090	74.17
STUDIO SPECTRUM, INC.	0010-801-6517-31950	312.50	COUNCIL CHAMBERS AUDIO REPAIR		323091	312.50
SUCCESS PRINTING & SIGN INC.	0010-801-6508-39860	4,991.80	CASCADES	19-0082	323092	4,991.80
SUPERCO SPECIALTY PRODUCTS	0010-801-4210-23050	226.34	FRAGRANCE CLIP		323093	
	0010-801-6517-22150	640.14	TOWELS		323093	
	0010-801-4202-23950	610.39	COVER UP, MAGIC TUBES		323093	1,476.87
T & G GLOBAL LLC	0010-801-6517-31950	350.00	HOLIDAY DECOR		323094	350.00
TANK SPECIALISTS OF CALIFORNIA	0060-801-4211-22250	125.00	D/O INSPECTION	19-0016	347 **	
	0060-801-4211-22250	125.00	D/O INSPECTION	19-0016	347 **	250.00
THE CODE GROUP INC	0010-801-1703-31950	840.00	PLAN CHECK SERVICE	19-0043	348 **	840.00

** Indicates an ACH-Payment transaction

**CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 03/20/2019**

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
TITO AUTO TRIM	0060-801-4211-38400	240.00	FLEET REPAIR-UNIT 990		323095	
	0060-801-4211-38400	140.00	FLEET REPAIR-UNIT 077		323095	
	0060-801-4211-38400	160.00	FLEET REPAIR-UNIT 988		323095	540.00
TOM'S CLOTHING & UNIFORMS INC	0010-801-3103-22310	202.58	UNIFORMS-C SOU		323096	
	0010-801-3113-22310	218.99	UNIFORMS-L FLORES		323096	
	0092-801-4223-22310	98.55	UNIFORMS-J MEDINA		323096	
	0092-801-4223-22310	27.38	UNIFORMS-D ABARCA		323096	
	0092-801-4223-22310	245.28	UNIFORMS-D ABARCA		323096	
	0092-801-4223-22310	300.00	UNIFORMS-J MEDINA		323096	1,092.78
LAURA R. TORRES-HOAGLAND	0159-801-6507-31930	119.13	INSTRUCTOR-RECREATION CLASS		323097	119.13
TRANSTECH	0010-801-5004-91752	840.00	ADA FACILITY ASSESSMENT	19-0220	323098	
	0010-801-6517-31950	840.00	GENERAL WORK FOR SPEC 885		323098	1,680.00
TULSA GAS TECHNOLOGIES, INC.	0060-801-4211-31950	1,084.00	CNG STATION HOSE,NOZZLE		323099	1,084.00
U S ARMOR CORP	0010-801-3103-22300	314.81	ENFORCER CONCEALABLE	19-0019	349 **	
	0229-801-3103-22300	314.81	ENFORCER CONCEALABLE	19-0019	349 **	
	0010-801-3104-38400	405.16	ENFORCER CONCEALABLE		349 **	1,034.78
UNDERGROUND SERVICE ALERT	0092-801-4223-31950	209.65	UNDERGROUND UTILITY SERVICES		350 **	
	0092-801-4223-31950	121.76	DIG SAFE BOARD FEES		350 **	331.41
V & V MANUFACTURING INC	0010-801-3103-22300	50.32	POLICE BADGES REPAIR		323100	50.32
PAUL VILLALOBOS	0136-801-3101-33250	54.00	POST TRAINING		323101	

** Indicates an ACH-Payment transaction

**CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 03/20/2019**

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						54.00
VULCAN MATERIAL CO	0110-801-4202-23600	244.48	ASPHALT	19-0045	323102	
	0110-801-4202-23600	245.28	ASPHALT	19-0045	323102	
	0110-801-4202-23600	326.01	ASPHALT	19-0045	323102	
	0110-801-4202-23600	1,524.30	ASPHALT	19-0045	323102	
	0110-801-4202-23600	343.60	ASPHALT	19-0045	323102	
						2,683.67
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	316.88	BATTERY-UNIT 126	19-0154	351 **	
	0060-801-4211-23500	311.53	SENSOR	19-0154	351 **	
	0060-801-4211-23500	9.68	WIPERS-UNIT 026	19-0154	351 **	
	0060-801-4211-23500	207.15	HYDRO BOOSTER-UNIT 026	19-0154	351 **	
	0060-801-4211-23500	108.19	SPARK PLUGS-UNIT 985	19-0154	351 **	
	0060-801-4211-23500	126.87	ALTERNATOR-UNIT 988	19-0154	351 **	
	0060-801-4211-23500	318.95	CONDENSER-UNIT 046	19-0154	351 **	
	0060-801-4211-23500	96.48	BATTERY-UNIT 001	19-0154	351 **	
	0060-801-4211-23500	61.13	HOOD LATCH-UNIT 977	19-0154	351 **	
	0060-801-4211-23500	26.28-	BATTERY-CREDIT	19-0154	351 **	
	0060-801-4211-23500	13.14-	BATTERY-CREDIT	19-0154	351 **	
						1,517.44
WAXIE SANITARY SUPPLY	0010-801-6517-22750	301.62	PARKS-DOGGIE WASTE BAG		323103	
						301.62
RYAN WEDDLE	0010-801-1801-39400	855.00	TUITION REIMBURSEMENT		323104	
						855.00
WEST COAST ARBORISTS, INC.	0010-801-6516-31190	22,332.00	TREE MAINTENANCE SERVICES	19-0086	352 **	
						22,332.00
WEST COAST LIGHTS & SIRENS	0060-850-4211-54050	1,083.33	INSTALLATION GUN RACK,RADIO	17-0431	323105	
						1,083.33
WESTCO SERVICE COMPANY	0010-801-4210-38150	450.00	AIR CONDITIONING REPAIR	19-0001	353 **	

** Indicates an ACH-Payment transaction

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 03/20/2019

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
WESTCO SERVICE COMPANY	0010-801-4210-38150	998.00	AIR CONDITIONING REPAIR	19-0001	353 **	
	0010-801-4210-38150	1,599.00	AIR CONDITIONING REPAIR	19-0001	353 **	
						3,047.00
WITTMAN ENTERPRISES	0010-801-3205-31950	2,587.50	AMBULANCE BILLING SERVICES	19-0111	323106	
	0010-801-3205-31950	10,400.00	AMBULANCE BILLING SERVICES	19-0111	323106	
	0010-801-3205-31950	250.00	AMBULANCE BILLING SERVICES	19-0111	323106	
						13,237.50
BOB WONDRIES FORD	0060-801-4211-23500	61.45	FLYWHEEL-UNIT 046	19-0271	323107	
						61.45
ESTHER WONG	0159-701-0159-07030	58.00	REFUND RECREATION CLASS		323108	
						58.00
RICKY WONG	0159-801-6507-31930	161.01	INSTRUCTOR-RECREATION CLASS		323109	
						161.01
THERESA WONG	0010-701-0010-08025	10.00	REFUND RECREATION CLASS		323110	
						10.00
THOMAS WONG	0159-801-6507-31930	55.87	INSTRUCTOR-RECREATION CLASS		323111	
	0159-801-6507-31930	838.11	INSTRUCTOR-RECREATION CLASS		323111	
						893.98
WORLD BOOK, INC.	0010-801-6002-40000	1,093.91	ENCYCLOPEDIA (1)		323112	
						1,093.91
TOTAL FOR REGULAR WARRANTS						495,740.99
	PRINTED	402,075.73				
	ACH-PAYMENTS	93,665.26				

** Indicates an ACH-Payment transaction

**CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 03/20/2019**

TOTAL FOR PREPAID WARRANTS	\$162,437.41
TOTAL FOR PRINTED WARRANTS	\$402,075.73
TOTAL FOR ACH-PAYMENTS	\$93,665.26
TOTAL WARRANTS	\$658,178.40
TOTAL VOID CHECKS	4
TOTAL PREPAID CHECKS	53
TOTAL ACH-PAYMENTS PRINTED	28
TOTAL CHECKS PRINTED	135
TOTAL CHECKS ISSUED	216

**CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 03/20/2019
FUND SUMMARY**

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	120,876.89	218,129.80	339,006.69
0022	STATE GAS TAX FUND	1,668.24	556.00	2,224.24
0042	SEWER FUND	0.00	826.41	826.41
0043	REFUSE FUND	2,655.13	2,629.00	5,284.13
0060	CITY SHOP FUND	0.00	112,974.10	112,974.10
0062	GENERAL LIABILITY FUND	0.00	45,314.47	45,314.47
0065	PAYROLL CLEARING ACCOUNT	576.00	0.00	576.00
0071	LAW ENFORCEMENT/FIRE DIF FUND	0.00	17,123.12	17,123.12
0075	SPECIAL DEPOSITS FUND	741.80	950.00	1,691.80
0092	WATER FUND	6,734.65	37,132.02	43,866.67
0093	WATER TREATMENT WQA-EPA FUND	7,012.01	21,970.37	28,982.38
0094	WATER TREATMENT CITY FUND	0.00	1,106.00	1,106.00
0109	OPA PROPOSITION A	1,209.04	350.20	1,559.24
0110	MEASURE R FUND	0.00	4,929.63	4,929.63
0112	MEASURE M FUND	0.00	546.00	546.00
0132	STC STANDARDS/TRAINING/CORREC	1,298.00	372.00	1,670.00
0136	POST	342.00	1,670.47	2,012.47
0152	HOME HOUSING PROGRAM	10.40	5,785.00	5,795.40
0159	RECREATION FUND	0.00	3,658.89	3,658.89
0160	ASSET FORFEITURE-JUSTICE	0.00	465.17	465.17
0169	CDBG FUND	221.52	0.00	221.52
0176	MAINTENANCE DISTRICT 93-1	0.00	712.53	712.53
0229	BULLETPROOF VEST POLICE GRANT	0.00	314.81	314.81
0344	MAINTENANCE GRANT (075)	0.00	300.00	300.00
0362	ASSET FORFEITURE - TREASURY	0.00	17,925.00	17,925.00
0470	URBAN AREA INITIATIVE - 2016	19,091.73	0.00	19,091.73

CITY OF MONTEREY PARK
 FINAL WARRANT REGISTER
 COUNCIL MEETING DATE 03/20/2019
 FUND SUMMARY

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
	TOTAL	162,437.41	495,740.99	658,178.40



City Council Staff Report

DATE: March 20, 2019

AGENDA ITEM NO: Consent Calendar
Agenda Item 3-D.

TO: The Honorable Mayor and City Council
FROM: Joseph Leon, City Treasurer
SUBJECT: Monthly Investment Report – February 2019

RECOMMENDATION: It is recommended that the City Council:

- (1) Receive and file the monthly investment report; and
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

As of February 28, 2019 invested funds for the City of Monterey Park is \$85,809,033.39.

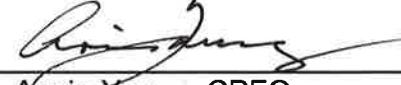
BACKGROUND:

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

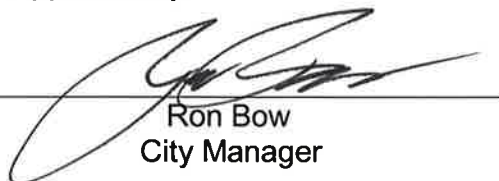
Respectfully submitted by:


Joseph Leon
City Treasurer

Prepared by:


Annie Yaung, CPFO
Director of Management Services

Approved by:


Ron Bow
City Manager

**CITY OF MONTEREY PARK
INVESTMENT REPORT
AS OF FEBRUARY 28, 2019**

INVESTMENTS PORTFOLIO PROFILE:

TOTAL BALANCE AT 2/28/19

\$ 85,809,033.39

INVESTMENT COMPOSITION

(1) <u>LA COUNTY POOLED INVESTMENT FUND</u> (See Schedule A for LA County Pool Composition)		ON DEMAND	2.180%	<u>\$ 738,626.14</u>
(2) <u>LOCAL AGENCY INVESTMENT FUND</u>		ON DEMAND	2.390%	<u>\$ 50,492,407.25</u>
(3) <u>U.S. GOVERNMENT TREASURY BILLS</u>		Purchase Date	Maturity Date	Interest Rate
		10/16/2018	4/11/2019	2.35%
		10/22/2018	4/18/2019	2.35%
		11/14/2018	11/7/2019	2.50%
		11/21/2018	5/23/2019	2.36%
		11/27/2018	11/7/2019	2.49%
		11/30/2018	11/7/2019	2.49%
		12/06/2018	6/6/2019	2.35%
		12/20/2018	6/20/2019	2.35%
		12/21/2018	12/5/2019	2.44%
		12/28/2018	12/5/2019	2.39%
		12/28/2018	6/27/2019	2.30%
		1/3/2019	7/5/2019	2.35%
				2.39%
				<u>\$ 21,500,000</u>
(4) <u>CERTIFICATES OF DEPOSIT</u>		Purchase Date	Maturity Date	Interest Rate
	PACIFIC PREMIER BANK	02/28/18	08/28/19	2.10%
	PREFERRED BANK	03/03/18	09/03/19	2.00%
	ROYAL BUSINESS BANK	06/23/18	06/23/19	2.20%
	AFFINITY FEDERAL BANK	08/03/18	08/02/19	2.65%
	AFFINITY FEDERAL CREDIT UNION	10/15/18	10/15/19	2.85%
	ALLY BANK MIDVALE	10/06/17	10/05/20	1.95%
	AMERICAN EXPRESS BANK	05/03/17	05/04/20	1.80%
	BANK OF HOPE	05/26/17	11/26/19	1.70%
	BANKUNITED NA	02/09/18	02/10/20	2.20%
	BMW BK NORTH AMERICA	09/21/17	03/16/20	1.85%
	BROOKLINE BANK	06/29/17	06/28/19	1.65%
	CAPITAL ONE NATL BANK	10/25/17	10/26/20	2.00%
	CHARTER BANK	04/10/18	04/10/19	2.05%
	CITIBANK NATIONAL BANK	02/07/19	02/08/21	2.65%
	COMMERCIAL BANK	06/21/18	06/22/20	2.75%
	COMMUNITY WEST BANK	05/29/18	05/29/19	2.25%
	DIRECT CFED CREDIT UNION	11/22/17	11/23/20	2.00%
	DISCOVER BANK	09/01/17	09/01/20	1.90%
	DOUGLAS NATIONAL BANK	05/09/18	05/09/19	2.10%
	ELGA CREDIT UNION	09/19/18	03/19/20	2.70%
	EVERBANK	01/02/18	09/16/19	1.25%
	FIFTH THIRD BANK	05/23/18	05/23/19	2.20%
	FIRST FED SAVINGS & LOAN	12/22/17	12/20/19	2.05%
	FIRST FINAL BANK	04/10/18	10/10/19	2.25%
	FIRST MERCHANTS BANK	12/30/16	06/28/19	1.50%

**CITY OF MONTEREY PARK
INVESTMENT REPORT
AS OF FEBRUARY 28, 2019**

FIRST TECH FEDERAL CREDIT UNION	10/16/17	10/16/19	1.80%	245,000
GARRETT BANK	05/09/18	05/11/20	2.55%	245,000
GOLDMAN SACHS BANK	10/18/17	10/19/20	1.95%	245,000
GRAND RIVER BANK	11/28/17	05/28/20	1.80%	245,000
GUARANTY BANK	03/15/18	09/15/20	2.40%	245,000
IBERIABANK	05/30/18	11/30/20	2.70%	245,000
JP MORGAN CHASE BANK	04/19/16	04/19/19	1.20%	245,000
KEESLER FEDERAL CREDIT UNION	12/21/18	06/22/20	3.00%	245,000
LAKESIDE BANK CHICAGO	05/10/17	05/11/20	1.65%	245,000
MB FINANCIAL BANK	08/24/17	02/24/20	1.75%	245,000
MEMORIAL CREDIT UNION	08/15/18	08/15/19	2.60%	245,000
MERRICK BK SOUTH	04/19/17	04/18/19	1.50%	245,000
MIDLAND BANK	03/22/18	09/23/19	2.20%	245,000
MORGAN STANLEY	12/28/17	12/30/19	2.05%	245,000
MORGAN STANLEY BANK	11/30/17	12/02/19	1.90%	245,000
NATIONWIDE BANK	11/30/17	08/31/20	2.00%	245,000
NEW YORK COMMUNITY BANK	02/28/19	02/28/20	2.45%	245,000
POST OAK BANK	02/21/18	08/21/19	2.05%	245,000
RIA FEDERAL CREDIT UNION	10/12/18	10/11/19	2.75%	245,000
SAFRA NATIONAL BANK	01/18/18	04/15/19	1.80%	245,000
STEARNS BANK	05/31/18	05/29/20	2.70%	245,000
SYNCHRONY BK RETAIL	04/27/18	04/27/20	2.55%	245,000
THIRD FED SAVINGS & LOAN	12/21/17	12/21/20	2.10%	245,000
UNITED BANKERS BANK	05/11/18	11/12/19	2.30%	245,000
UNIVERSITY IOWA CMNTY	04/30/18	04/30/21	2.75%	245,000
VIBRANT CREDIT UNION	12/21/18	06/22/20	2.95%	245,000
WELLS FARGO BANK	02/13/19	02/16/21	2.65%	245,000
WEX BANK	06/02/17	06/02/20	1.80%	245,000
WORLDS FOREMOST BANK	04/07/16	04/05/19	1.35%	200,000
<i>Total CDs (54)</i>			2.145%	<u>\$ 13,078,000.00</u>

OTHER INFORMATION:

BANK BALANCE: ⁽¹⁾ **\$ 7,579,595.12**

AVERAGE MATURITY DAYS 109

AVERAGE INTEREST RATE FOR THE MONTH 2.954%

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.

INTEREST EARNINGS FOR 2ND QUARTER 2018-2019 (CUMULATIVE) **\$426,001.88**

THERE HAVE BEEN NO VARIANCES TO THE INVESTMENT POLICY.

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

POOLED SURPLUS AND SPECIFIC PURPOSE INVESTMENTS
AS OF JANUARY 31, 2019

SCHEDULE A

<u>PORTFOLIO PROFILE</u>	<u>Pooled Surplus Investments</u>	<u>Specific Purpose Investments</u>
Inventory Balance at 1/31/19		
At Cost	\$ 31,374,479,643	\$ 173,393,392
At Market	\$ 31,133,429,068	\$ 168,909,649
Repurchase Agreements	\$ -	\$ -
Reverse Repurchase Agreements	\$ -	\$ -
Composition by Security Type:		
Certificates of Deposit	6.69%	14.42%
United States Government and Agency Obligations	65.70%	59.23%
Bankers Acceptances	0.00%	0.00%
Commercial Paper	27.23%	0.00%
Municipal Obligations	0.08%	2.18%
Corporate and Deposit Notes	0.30%	0.00%
Repurchase Agreements	0.00%	0.00%
Asset-Backed	0.00%	0.00%
Other	0.00%	24.17%
1-60 days	38.84%	0.00%
61 days-1 year	10.98%	58.79%
Over 1 year	50.18%	41.21%
Weighted Average Days to Maturity	548	



City Council Staff Report

DATE: March 20, 2019

AGENDA ITEM NO: Consent Calendar
Agenda Item 3-E.

TO: The Honorable Mayor and City Council
FROM: Vincent D. Chang, City Clerk
SUBJECT: Minutes

RECOMMENDATION:

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

- (1) Approve the minutes from the regular meeting of February 20, 2019; and
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

None.

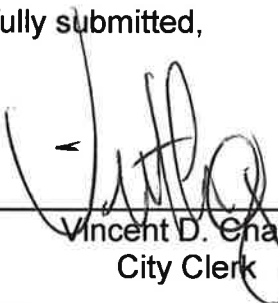
BACKGROUND:

None.

FISCAL IMPACT:

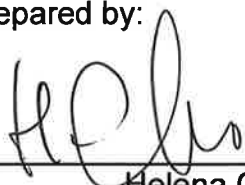
None.

Respectfully submitted,



Vincent D. Chang
City Clerk

Prepared by:



Helena Cho
Assistant Deputy City Clerk

Approved By:



Ron Bow
City Manager

Attachments: Minutes

ATTACHMENT 1

Minutes

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
FEBRUARY 20, 2019**

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, February 20, 2019 at 7:00 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" next to the Agenda Item Number.

CALL TO ORDER:

Mayor Chan called the meeting to order at 7:02 p.m.

FLAG SALUTE:

The Monterey Park Police Explorers

ROLL CALL:

City Clerk Vincent Chang called the roll:

Council Members Present: Peter Chan, Mitchell Ing, Stephen Lam, Hans Liang,
Teresa Real Sebastian

Council Members Absent: None

ALSO PRESENT: City Manager Ron Bow, City Attorney Mark Hensley, Fire Chief Scott Haberle, Police Chief Jim Smith, Director of Community & Economic Development Michael Huntley, Director of Management Services Annie Yaung, Director of Public Works Mark McAvoy, Director of Recreation & Community Services Inez Alvarez, Director of Human Resources & Risk Management Tom Cody, Acting City Librarian Diana Garcia, Deputy City Clerk Cindy Trang, Senior Planner Samantha Tewasart

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL AND WRITTEN COMMUNICATIONS

- Sarkis Antonian, voiced his opposition in moving to a district based voting system citing that this is a form of dictatorship and said we should all stop saluting the flag and celebrate 4th of July.

1. PRESENTATION

None.

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

2. OLD BUSINESS

None.

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

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

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

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

Ayes: Council Members: Lam, Real Sebastian, Ing, Liang, Chan
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

3A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF FEBRUARY 6, 2019

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered 374.

Action Taken: The City Council, acting on behalf of the Successor Agency, approved payment of warrants and adopted Resolution SA-165 of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated February 20, 2019 totaling \$458.00 and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. SA-165, entitled:

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED FEBRUARY 20, 2019 TOTALING \$458.00 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

3B. SUCCESSOR AGENCY MONTHLY INVESTMENT REPORT – JANUARY 2019

As of January 31, 2019 invested funds for the Successor Agency of the City of Monterey Park is as follows:

• Successor Agency (SA) Checking	146,699.98
• Successor Agency (SA) RORF	<u>137,861.00</u>
	<u>\$ 284,560.98</u>
Total	

Action Taken: The City Council, acting on behalf of the Successor Agency, received and filed the monthly investment report on Consent Calendar.

3C. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF FEBRUARY 20, 2019

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered 322598-322737 and ACH numbered 000274-000292.

Action Taken: The City Council approved payment of warrants and adopted Resolution No. 12060 allowing certain claims and demands per Warrant Register dated February 20, 2019 totaling \$588,141.87 specifying the funds out of which the same are to be paid on Consent Calendar.

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

Ayes: Council Members: Lam, Real Sebastian, Ing, Liang, Chan
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

Resolution No. 12060, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED FEBRUARY 20, 2019 TOTALING \$588,141.87 SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

3D. MONTHLY INVESTMENT REPORT – JANUARY 2019

As of January 31, 2019 invested funds for the City of Monterey Park is \$86,819,033.39.

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

3E. MINUTES

Approve the minutes from the special and regular meeting of January 16, 2019

Action Taken: The City Council approved the minutes from the special and regular meeting of January 16, 2019 as amended to clarify that the Assistant City Attorney pulled Item No. 3G instead of the City Council.

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

Ayes:	Council Members:	Lam, Ing, Real Sebastian, Liang, Chan
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None

3F. SECOND READING AND ADOPTION: AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL CODE ("MPMC") BY ENACTING VARIOUS PROVISIONS TO ENFORCE THE CITY-WIDE PROHIBITION UPON CANNABIS ACTIVITIES NOT OTHERWISE ALLOWED BY CALIFORNIA LAW

The ordinance declares unlicensed cannabis facilities to be public nuisances and authorizes the City Manager, City Attorney, and Building Official to abate such nuisances. Among other things, the ordinance would establish a maximum \$5,000 daily fine for the continued operation of an unlicensed cannabis facility. Separately, effective January 1, 2019, Government Code § 53069.4 the City to enact an ordinance providing for the *immediate* imposition of administrative fines or penalties for violations of building, plumbing, electrical or other similar structural, health, safety or zoning regulations, where these violations exist as a result of, or to facilitate, illegal cannabis activities.

Action Taken: The City Council waived the second reading and adopted Ordinance No. 2158.

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

Ayes:	Council Members:	Lam, Ing, Liang, Chan
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	Real Sebastian

Ordinance No. 2158, entitled:

AN ORDINANCE ADOPTED PURSUANT TO THE CITY'S POLICE POWERS AND GOVERNMENT CODE § 53069.4 TO AMEND THE MONTEREY PARK MUNICIPAL CODE BY ENACTING VARIOUS PROVISIONS TO ENFORCE THE CITY-WIDE PROHIBITION UPON CANNABIS ACTIVITIES NOT OTHERWISE ALLOWED BY CALIFORNIA LAW

3G. SECOND READING AND ADOPTION: AN ORDINANCE REGULATING SIDEWALK VENDING IN ACCORDANCE WITH GOVERNMENT CODE §§ 51036, ET SEQ.

Government Code §§ 51036, *et seq.* became effective on January 1, 2019. Among other things, the new law decriminalizes sidewalk vending. Staff recommends that the City Council amend the MPMC to comply with the new law by adopting regulations governing sidewalk vending.

Action Taken: The City Council waived the second reading and adopted Ordinance No. 2159.

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

Ayes:	Council Members:	Lam, Real Sebastian, Ing, Liang, Chan
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None

Ordinance No. 2159, entitled:

AN ORDINANCE REGULATING SIDEWALK VENDING IN ACCORDANCE WITH GOVERNMENT CODE §§ 51036, *ET SEQ.*

4. PUBLIC HEARING

4A. PUBLIC HEARING TO RECEIVE INPUT FROM THE COMMUNITY REGARDING THE CREATION OF A CITY COUNCIL DISTRICT-BASED ELECTORAL SYSTEM PURSUANT TO ELECTIONS CODE §10010

On November 7, 2018, the City Council adopted Resolution No. 12043 declaring its intent to transition from at-large to district-based elections for City Council commencing with the General Municipal Election in March 2020. Elections Code § 10010 requires that the City conduct four public hearings to receive community input on district boundaries and maps for the formation of City Council districts.

On December 19, 2018, the City Council conducted the second of four Public Hearings. Community input regarding the composition of district boundaries is summarized in Attachment 1 of the staff report.

Based on public input, the City Council's direction, and other legally required criteria, the City's Demographer evaluated and submitted the proposed draft maps for public review and comments.

It is recommended that the City Council give direction regarding which final map product, with any necessary modifications, the City Council would like to consider at the March 6th City Council Meeting.

Public Speakers:

- Robert McEntire, City Consultant and representative of the National Demographics Corporation (NDC) team, presented a summary and reviewed 18 proposed maps, 4 of which were from NDC. He was available to answer questions.
- Bill Lam said he is a student at East Los Angeles College and prefers 5, 7, or 9 districts as he does not want an at-large mayor. He said he used schools, parks and communities to draw his maps. He said he believes the council should be expanded to include new voices and thinks districts will increase representation of underrepresented groups.
- James Garcia said he is disturbed by the idea of dividing the city. He urged the people not to listen to the consultant but to Dr. Martin Luther King to come together. He said not to view people as dollar signs.
- City Clerk Chang read into the records written communication via emails from Matthew Mori, in favor; K. C. Solic, against; Terree Walton, against; Jim Tanaka, against; and Sarkis Antonion, against; district elections.

Discussion: City Attorney Hensley explained that maps with more than 5 districts cannot be considered as the City was incorporated with 5 seats. A City Council beyond 5 seats will require voter's approval to increase the numbers of seats. He also clarified that there are currently no rulings on 4 districts with an at-large mayor system.

Action Taken: The City Council by consensus, eliminated Maps Nos. 1, 2, 6, 7, 8, 10, 11, 12, 13, 14, 15, and 16, for reasons including over or under 5 districts, population imbalance or may have protected class dilution or other challenges. The City Council moved forward for consideration at the next public hearing, Map Nos. 3, 4, 5, 9, 17, and 18. The Mayor opened the Public Hearing at 7:47 pm and received public testimony and closed the Public Hearing at 8:08 p.m. The City Council continued the public hearing to March 20, 2019, and set Friday, March 8, 2018 at 4:30 p.m. as the deadline for submission of maps.

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

Ayes: Council Members: Lam, Real Sebastian, Ing, Liang, Chan
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

Action Taken: The City Council limited allowing only 5 districts maps for consideration at the next public hearing.

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

Ayes: Council Members: Lam, Real Sebastian, Ing, Liang, Chan
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

Action Taken: The City Council directed staff to group the 5 districts maps that have met criteria, and those that have not met requirements and/or have potential challenges into separate packets to be presented at the March 20th council meeting for consideration.

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

Ayes: Council Members: Lam, Real Sebastian, Ing, Liang, Chan
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

RECESSED AND RECONVENED

The City Council recessed at 8:57 p.m. and reconvened with all council members present at 9:08 p.m.

4B. ANNUAL WEED ABATEMENT PROTEST HEARING

The County of Los Angeles Department of Agriculture Commissioner and Weights and Measures submitted to the City the annual Weed Abatement Declaration List and resolution declaring that weeds, brush, rubbish, refuse, and dirt maintained on certain private properties in the City, are a public nuisance. At the regular City Council meeting on February 6, 2019, the Council adopted Resolution No. 12059 approving the 2019 Weed Abatement Declaration List as posted by the County. By adopting the resolution, the Council declared its intention

to provide for the abatement of said public nuisances. To complete the process, the Council must hold a protest hearing to allow parcel owners whose parcels are included on the Declaration List an opportunity to challenge their parcels inclusion on the Weed Abatement Declaration List.

Public Speakers:

- Conrad Burton, County of Los Angeles Agricultural/Weights & Measures Inspector III-Weed Abatement, was present and available to answer questions.
- Stuart Miller and Roger Hsu, attorneys and representative of Progressive Investment 2014 LLC representing 780 W. Garvey Ave., presented their protest to be on the Weed Abatement Declaration List.
- Vimana Andrade stated her protest to be on the Weed Abatement Declaration List for address 927 W. Newmark Ave.
- Sharon Kwan presented her protest to be on the Weed Abatement Declaration List for address 1555 Sombrero Dr.

Action Taken: The City Council allowed the video clipping from Stuart Miller and Roger Hsu to be projected on the chamber screen.

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

Ayes:	Council Members:	Lam, Ing, Real Sebastian
Noes:	Council Members:	Liang, Chan
Absent:	Council Members:	None
Abstain:	Council Members:	None

Action Taken: The City Council opened public hearing at 9:12 p.m., received public comment, closed the public hearing at 9:47 p.m.; and any complaints received from parcel owners will be referred to L.A. County for follow-up and City staff will monitor the status of any complaints.

5. NEW BUSINESS

5A. PROFESSIONAL SERVICES AGREEMENT FOR THE GENERAL PLAN UPDATE PROJECT AND THE AUTHORIZATION OF ADDITIONAL FUNDING FOR THE PROJECT

As part of the FY 2018/2019 annual budget, the City Council authorized funding to Community and Economic Development Department to prepare an update to the City's General Plan. The existing General Plan was approved by the City Council in 2001 for a planning period of 20 years.

Since the useful life of the current General Plan is coming up on the 20 year mark, it is time to reevaluate the existing long range land use policies in the 2001 General Plan.

Staff prepared a draft Request for Proposal (RFP) for circulation to professional planning firms seeking their interest in assisting the City staff in the preparation of a General Plan update. However, due to the significance of the General Plan and its land use policies that guide long-term growth in the community, staff felt it was in the best interest of the project to allow the City Council the ability to review and comment on the draft RFP. The intent was to seek Council comments creating a more comprehensive RFP before the document is circulated to interested professional planning firms.

At the December 5, 2018 meeting, the City Council reviewed and commented on the draft RFP. The City Council then authorized the City Manager to proceed with issuing the RFP. City staff released the RFP for consideration and received two proposals. Staff has reviewed the proposals, interviewed the consultants and is recommending that the Council award a contract to MIG Inc.

Public Speakers:

- Laura Stetson, Principal In-Charge, MIG Inc., was present and available to answer questions.
- Lisa Brownfield, Project Manager, MIG Inc., was present and available to answer questions.
- Joel Falter, Principal Transportation Planner, KOA, was present and available to answer questions.
- Roger Dale, Principal, the Natelson Dale Group, was present and available to answer questions.

Action Taken: The City Council authorized the City Manager to execute a professional services agreement with MIG, Inc. to provide professional services related to the General Plan update project; and authorized an additional \$349,607 to cover the cost of the General Plan update project.

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

Ayes:	Council Members:	Lam, Ing, Real Sebastian, Liang, Chan
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None

5B. APPOINT MEMBERS TO THE GENERAL PLAN ADVISORY COMMITTEE

The City Council authorized staff to proceed with circulating a Request for Proposal (RFP) to solicit proposals from professional planning firms to assist the City with the preparation of an update to the City's General Plan. Proposals were submitted to the City and reviewed by an internal review committee. Once the City Council awards the contract, it is staff's intent to meet with the General Plan Advisory Committee (GPAC) to begin the General Plan update process. It is therefore important to appoint the GPAC members so that staff can conduct an orientation and begin the General Plan update process.

Public Speakers:

- Michael Schlegel expressed his interest in serving on the committee and stated his experiences and qualifications.

Action Taken: The City Council consented to and appointed the following members to the General Plan Advisory Committee:

City Manager Bow:	Members:	Chet Yoshizaki
Council Member Lam:	Members:	Lincoln Lee Nancy Acuri
	Alternate:	Jack Chiang
Council Member Real Sebastian:	Members:	Michael Schlegel Dave Jones
	Alternate:	Bob Machuca
Council Member Ing:	Members:	Joe Reichenberger Michael Hamner
	Alternate:	Paul Isozaki
Mayor Pro Tem Liang:	Members:	Yukio Kawaratani Thomas Wong
	Alternate:	Walter Beaumont
Mayor Chan:	Members:	Yvonne Yiu Rodrigo Garcia
	Alternate:	Danny Johnson

6. COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Council Member Real Sebastian reported that the League of California Cities is hosting a ballot measure academy on February 21, however, she will not be attending due to a conflict with the San Gabriel Valley Council of Governments meeting.

She reported that it is rumored that the County wants to place another homeless sales tax on the ballot. She said Measure H cities are receiving only 42% of the 8 million earmarked to address the homelessness issue. She said many cities are moving forward to increasing sales tax to 10.25% and directed the City Manager to bring back this item for further discussion.

Council Member Lam has nothing to report.

Council Member Ing has nothing to report.

Mayor Pro Tem Liang has nothing to report.

Mayor Chan announced that the City's volunteer dinner is on February 26 and the Town Hall meeting will be held at Brightwood school on March 12.

7. CLOSED SESSION

None.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 10:56 p.m.

Vincent D. Chang
City Clerk



City Council Staff Report

DATE: March 20, 2019

AGENDA ITEM NO: Consent Calendar
Agenda Item 3-F.

TO: The Honorable Mayor and City Council

FROM: Mark A. McAvoy, Director of Public Works/City Engineer

SUBJECT: MAP NO. 72976 (221-223 S New Ave) – APPROVAL OF FINAL MAP

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to execute a Subdivision Improvement Agreement for Final Map in a form approved by the City Attorney;
2. Authorize the City Engineer to sign Final Map No. 72976; and
3. Take such additional, related, action that may be desirable.

BOARD/COMMISSION REVIEW:

On July 14, 2015, the Planning Commission approved Tentative Map No. 72976 by Resolution No. 13-15 (attached).

EXECUTIVE SUMMARY:

Final Map No. 72976 was reviewed by the City's consultant surveyor, Boghossian & Associates, for mathematical accuracy, survey analysis, and title information, compliance with the Subdivision Map Act, Conditions of Approval and applicable Monterey Park Municipal Code provisions. In accordance with the Subdivision Map Act, the developer, Pacific Plaza Monterey Park LLC, will enter into a Subdivision Improvement Agreement and has posted bonds to guarantee construction of the required public improvements such as new curb, gutter, sidewalk and driveway aprons, etc. in the street right-of-way. Additionally, all utility services will be placed underground, and new trees, parkway landscaping and irrigation system will be installed.

BACKGROUND:

The subject development is located at 221-223 South New Avenue, on the west side of South New Avenue. The street is 70 feet wide from property line to property line. The site is bounded by residential areas. The development is a five (5) unit condominium complex.

The developer began grading but has not yet finished constructing the public improvements. It is eager to record the final map and therefore will enter into a subdivision agreement to guarantee construction of all public improvements including curb, gutter, driveway approach, sidewalk, parkway planting and irrigations along the entire frontage of the subject site. The developer posted a bond to guarantee construction of all on-site and off-site improvements.

Securities have been posted as follows:

	Surety Bond No.	Faithful Performance	Labor and Materials
Public Improvement Bond	1156377	\$10,874.00	\$5,437.00
Grading Bond	1156377	\$165,277.00	N/A

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The Planning Commission, at its meeting of July 14, 2015, determined this project to be a Class 15 Categorical Exemption pursuant to the California Environmental Quality Act; and also determined that the tentative map is consistent with the City's General Plan.

FISCAL IMPACT:

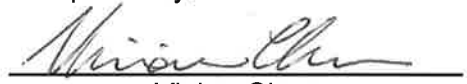
The approval of this map has no fiscal impact on the City beyond the additional property tax and sales tax this development will generate.

Respectfully submitted,



Mark A. McAvoy
Director of Public Works/
City Engineer

Prepared by:



Vivian Chen
Civil Engineering Associate

Approved By:



Ron Bow
City Manager

Reviewed by:



Karl Berger
Assistant City Attorney

Attachments:

1. Resolution
2. Subdivision Agreement
3. Final Map No. 72976

ATTACHMENT 1

Resolution

RESOLUTION NO. 13-15

A RESOLUTION APPROVING TENTATIVE MAP NO. 072976 (TM-15-02) TO SUBDIVIDE AIR RIGHTS FOR A FIVE-UNIT RESIDENTIAL CONDOMINIUM DEVELOPMENT AT 221-223 SOUTH NEW AVENUE.

The Planning Commission of the City of Monterey Park does resolve as follows:

SECTION 1: The Planning Commission finds and declares that:

- A. On May 7, 2015, 221 New Ave, LLC, submitted an application pursuant to Title 20 of the Monterey Park Municipal Code ("MPMC") requesting approval of Tentative Map No. 072976 (TM-15-02) to subdivide air rights to establish and maintain a 5-unit condominium project at 221-223 South New Avenue ("Project");
- B. The proposed Project was reviewed by the Community and Economic Development Department for, in part, consistency with the General Plan and conformity with the MPMC;
- C. In addition, the City reviewed the Project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the "CEQA Guidelines");
- D. The Community and Economic Development Department completed its review and scheduled a public hearing regarding the proposed Project, before the Planning Commission for July 14, 2015. Notice of the public hearing on the proposed Project was posted and mailed as required by the MPMC;
- E. On July 14, 2015, the Planning Commission held a public hearing to receive public testimony and other evidence regarding the proposed Project including, without limitation, information provided to the Planning Commission by City staff and public testimony, and representatives of the Applicant; and
- F. This Resolution and its findings are made based upon the testimony and evidence presented to the Commission at its July 14, 2015 hearing including, without limitation, the staff report submitted by the Community and Economic Development Department.

SECTION 2: *Factual Findings and Conclusions.* The Planning Commission finds that the following facts exist and makes the following conclusions:

- A. The Applicant seeks to construct five new residential dwelling units and subdivide the air rights for condominium purposes;
- B. 221-223 South New Avenue is zoned R-3 (High Density Residential) and

designated High Density Residential in the General Plan;

- C. The Project property is located on the west side of South New Avenue. To the north, south, and west of the subject property are residential uses. East are South New Avenue and the City of Rosemead; and
- D. The Project property is 15,960 square feet (0.37 acres) in area and is currently developed with four detached residential dwelling units.

SECTION 3: Environmental Assessment. Because of the facts identified in Section 2 of this Resolution, the Project is categorically exempt from additional environmental review pursuant to CEQA Guidelines § 15332 as a Class 32 categorical exemption (Infill Development).

SECTION 4: Tentative Map Findings. The Commission finds as follows pursuant to Government Code § 66474 and MPMC Title 20:

- A. The proposed tentative map is consistent with applicable general and specific plans as required by Government Code § 66473.5. The tentative map for this project would allow five condominium units to be constructed on the site. This is less than the maximum density of 25 dwelling units per acre for this site. Consequently, the project complies with the General Plan. The property is located on North Lincoln Avenue, a local street with a 50-foot right-of-way, which is adequate in size and capacity to accommodate the anticipated traffic that will be generated by the proposed development. There is no specific plan adopted for this area.
- B. The design or improvement of the proposed subdivision is consistent with applicable general and specific plans. The design of the proposed subdivision is consistent with the General Plan in that the project is a 5-unit condominium project, which is compatible with the high density housing either attached or detached allowed in the high density residential category. There is no specific plan adopted for this area.
- C. The site is physically suitable for the type of development and the proposed density of the development. The size of the property is 15,960 square feet (0.37 acres) and adequate in size to accommodate a 5-unit condominium project because in the R-3 Zone, one dwelling unit is allowed for every 3,000 square feet of lot area on lots of 7,000 square feet or more and having a front lot line of at least fifty feet.
- D. The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The subject property is bordered by

**PLANNING COMMISSION
RESOLUTION NO. 13-15
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residentially developed lots to the north, south, east, and west. There are no rare plants, wild animals nor cultural, historical or scenic aspects within the surrounding area.

- E. The design of the subdivision or the type of improvements is not likely to cause serious public health problems. The proposed subdivision will not cause any public health problems in that the subject development will be constructed according to all City, State, and Federal regulations and specifications.
- F. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within proposed subdivision. There are no public easements for access within the proposed development.

SECTION 5: *Approval.* Subject to the conditions listed on the attached Exhibit "A," which are incorporated into this Resolution by reference, the Planning Commission approves Tentative Map No. 072976 (TM-15-02).

SECTION 6: *Reliance on Record.* Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the Planning Commission in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 7: *Limitations.* The Planning Commission's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the Planning Commission's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 8: *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 9: This Resolution will remain effective until superseded by a subsequent resolution.

**PLANNING COMMISSION
RESOLUTION NO. 13-15
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SECTION 10: A copy of this Resolution will be mailed to the Applicant and to any other person requesting a copy.

SECTION 11: This Resolution may be appealed within nineteen (19) calendar days after its adoption. All appeals must be in writing and filed with the City Clerk within this time period. Failure to file a timely written appeal will constitute a waiver of any right of appeal.

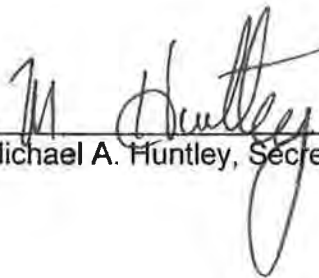
SECTION 12: Except as provided in Section 11, this Resolution is the Planning Commission's final decision and will become effective immediately upon adoption.

ADOPTED AND APPROVED this 14th day of July 2015.


Chairperson Rodrigo Garcia

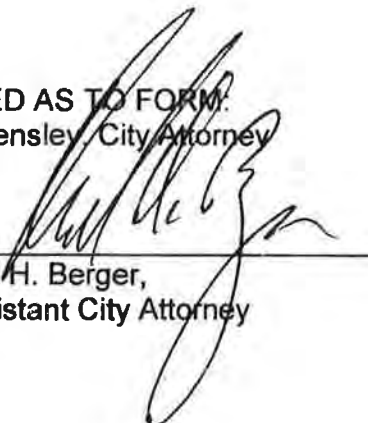
I hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Monterey Park at the regular meeting held on the 14th day of July 2015, by the following vote of the Planning Commission:

AYES:	Commissioners Garcia, Choi, Sullivan, Leung, and Lee
NOES:	None
ABSTAIN:	None
ABSENT:	None


Michael A. Huntley, Secretary

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

By:


Karl H. Berger,
Assistant City Attorney

PLANNING COMMISSION RESOLUTION NO. 13-15

Exhibit A

CONDITIONS OF APPROVAL

221-223 SOUTH NEW AVENUE

In addition to all applicable provisions of the Monterey Park Municipal Code ("MPMC"), 221 New Ave, LLC agrees that it will comply with the following conditions for approval of Tentative Map No. 072976 (TM-15-02) ("Project Conditions").

PLANNING:

1. 221 New Ave, LLC (the "Applicant"), agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of TM-15-02 except for such loss or damage arising from the City's sole negligence or willful misconduct. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the City approval of TM-15-02, the Applicant agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "the City" includes the City of Monterey Park's elected officials, appointed officials, officers, and employees.
2. This approval is for the project as shown on the plans reviewed and approved by the Planning Commission and on file. Before the City issues a building permit, the Applicant must submit plans, showing that the project substantially complies with the plans and conditions of approval on file with the Planning and Building and Safety Division. Any subsequent modification must be referred to the Director of Community and Economic Development for a determination regarding the need for Planning Commission review and approval of the proposed modification.
3. The tentative map expires twenty-four months after its approval if the use has not commenced or if improvements are required, but construction has not commenced under a valid building permit. A total of three, one year, extensions may be granted by the Planning Commission upon finding of good cause. An application requesting an extension must be filed with the Community and Economic Development Department.
4. All conditions of approval must be listed on the plans submitted for plan check and on the plans for which a building permit is issued.
5. Before building permits are issued, the applicant must obtain all the necessary approvals, licenses and permits and pay all the appropriate fees as required by the City.

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6. The real property subject to TM-15-02 must remain well-maintained and free of graffiti.
7. Building permits are required for any interior tenant improvements.
8. Landscaping/irrigation must be maintained in good condition at all times.
9. A final map must be approved and recorded before the City issues a certificate of occupancy.
10. All enclosed garage spaces must be used for off-street parking only. There cannot be any personal storage or conversion of this space that would prevent the parking of vehicles in the enclosed garage. This condition must be included in the conditions, covenants and restrictions ("CC&Rs") recorded for this property.

BUILDING:

11. The second sheet of the building plans must list all City of Monterey Park conditions of approval.
12. A building permit does not permit excavations to encroach into adjacent properties. Requirements for protection of adjacent properties are defined in the Civil Code § 832.
13. The site plan must indicate the proposed path of building sewer, size of sewer line, location of cleanouts, and the invert elevation of the lateral at the property line.
14. A soils and geology report is required as part of plan check submittal.
15. Before the City issues a building permit, the applicant must obtain a permit from CAL-OSHA to construct the project.
16. The applicant must submit a compaction report for demolition of previous buildings to the Monterey Park Public Works Department for approval before the City allows the applicant to excavate new foundations.
17. At least 10 percent, but not less than one of the multi-story dwellings, must comply with §1102A.3.1 of the 2013 California Building Code (CBC) for housing accessibility requirements. Provide accessible parking per §1102A.3.1 of the 2013 CBC.

ENGINEERING:

18. Under the Los Angeles County Municipal "National Pollutant Discharge Elimination System (NPDES) Permit," which the City of Monterey Park is a permittee; this project involves the distribution of soils by grading, clearing and/or excavation. The applicant/property owner is required to obtain a "General

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Construction Activity Storm Water" Permit, and the City of Monterey Park will condition a grading permit on evidence of compliance with this permit and its requirements. Compliance information is available in the office of the City Engineer. Upon approval of the NPDES document by the City, the applicant/property owner must submit an electronic copy of the approved NPDES file, including site drawings, before the City issues a building or grading permit.

19. The applicant must record the Final Map after the City approves the final map in accordance with the MPMC and accepts any applicable bonds or agreements. A refundable \$191 cash deposit must be submitted to guarantee that developer will provide the City with one (1) transparent 4 mil thick mylar tracing, one (1) electronic file of approved final map tracings transferable to City's AutoCAD and GIS systems and two (2) blueprints of the recorded map which must be filed with the City Engineer within three (3) months of recordation. If recorded copy is not submitted by the end of the three-month time period, developer will forfeit the \$191 cash deposit.
20. The applicant/property owner must provide written proof that there are no liens against the subdivision for unpaid taxes or special assessments and submit Los Angeles County tax bill, tax payment receipt, and copy of cancelled check before filing a Final Map with the City for approval.
21. Applicant agrees to pay City any development impact fees ("DIFs") that may be applicable to the Project. Applicant takes notice pursuant to Government Code § 66020(d) that City is imposing the DIFs upon the Project in accordance with the Mitigation Fee Act (Government Code § 66000, *et seq.*). Applicant is informed that it may protest DIFs in accordance with Government Code § 66020.
22. A homeowner's association must be established.
23. Covenants Conditions & Restrictions must be prepared and filed with the City to obtain City Attorney and the City Engineer approval. Developer/owner is responsible for securing the CC&R guidelines from the Office of the City Engineer. A copy of the recorded CC&Rs must be submitted before final inspection and clearance of the building permit. The applicant must pay for the City's costs associated with reviewing the CC&Rs including, without limitation, legal costs.
24. All improvement plans, including grading and public improvement plans must be based upon City approved criteria. Benchmark references to be obtained from the Engineering Division.
25. A water plan must be submitted for review and approval by the City Engineer. This plan must substantiate adequate water service for domestic flow, fire flow and identify backflow prevention. If current fire flow and pressure tests are not

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available to substantiate adequate pressure and flow to serve the development, the developer is responsible for conducting the appropriate tests and submitting copies of the test results for review and ultimate approval by the City.

26. Water Division requirements are to be determined upon completion and submittal of a water meter sizing sheet by the applicant. This may include up sizing of water meter and water services. All upgrading costs are the responsibility of the property owner.
27. The applicant must provide survey monuments denoting the new property boundaries and lot lines to the satisfaction of the City Engineer. All maps must be prepared from a field survey. Compiled maps are not permitted unless prior approval is granted by the City Engineer. Whenever possible, lot lines must be located to coincide with the top of all man-made slopes. Any deviation from this requirement must be approved by the City Engineer.
28. The applicant must provide a site drainage plan for review and approval by the City Engineer. The property drainage must be designed so that the property drains to the public street or in a manner otherwise acceptable to the City Engineer. Drainage from contiguous properties must not be blocked and must be accommodated to the satisfaction of the City Engineer. A hydrology and hydraulic study of the site may be required for submittal to the City Engineer for review and approval.
29. All storm drainage facilities serving the development must accommodate a 50 year storm. If existing storm drain facilities are inadequate they must be enlarged as necessary. All storm drain facilities must be designed and constructed to Los Angeles County Department of Public Works standards and specifications and also the satisfaction of the City Engineer before approving grading and drainage plans.
30. Any damage done to existing street improvements and utilities during construction must be repaired before the City issues certificates of occupancy. Pre-existing damaged, deteriorated, substandard or off-grade curb, gutter, driveways and sidewalk must be repaired or replaced to the satisfaction of the City Engineer.
31. All public works improvements must comply with the standards and specifications of the City and to the satisfaction of the City Engineer. All public works improvements must be completed and accepted by the City or a public works improvement guarantee and agreement posted before final map approved by the City Council.
32. All electric, telephone and cable TV utility services must be installed fully underground and to required City standards. Satisfactory provisions for all other utilities and service connections, including water, sewer and gas, shall be made to City and public utility standards. A utility plan must be prepared and submitted

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showing all existing and proposed utilities. The utilities may be shown on either a separate plan or on the proposed site plan.

33. A sewer connection reconstruction fee will be assessed at the time the City issues a building permit in accordance with MPMC Chapter 14.06.
34. All buildings must have roof gutters and all roof drainage must be conducted to the public street or an approved drainage facility in a manner approved by the City Engineer.
35. The grading and drainage plan must be submittal by the first plan check and must incorporate all pertinent site development comments from the City's geological and geotechnical consultants and must also include the approved geological report submitted by the developer's consultant.
36. Parkways must be irrigated and landscaped per plans submitted for review and approval by the City Engineer. The need for preserving existing street trees and/or providing additional street trees must be reviewed and approved by the City Recreation and Parks Department.

FIRE:

37. All conditions identified by the Fire Department are subject to the review and approval of the Fire Chief for determination of applicability and extent to which any condition may be required.
38. A minimum of three fire hydrants must be provided within 225 feet of the structure. Verification of water supply available must be provided by the water purveyor upon building plan submittal. A reduction in the required fire flow up to 50 percent is allowed by a written request to the Fire Department, per California Fire Code (CFC) Appendix B/C.
39. Use of "graascrete" materials for access roads must receive approval from the Fire Chief by written request, per CFC 503.
40. Knox switches must be provided in the basement garage, per CBC 1011.1.
41. Emergency lighting must be provided in the basement garage, per CBC 1006.3.
42. Single station smoke alarms must be provided in all dwelling units as required by CFC 907.2.6.11.
43. Carbon monoxide alarms must be provided in all dwelling units containing fuel burning appliances, per CBC 420.6.1.
44. Minimum size 2A:10BC fire extinguishers must be provided on the exterior of the first level residential area and in the basement garage area. Maximum travel distance to any extinguisher must be 75 feet, per CFC 906.

**PLANNING COMMISSION
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45. Fire sprinkler system and fire alarm system must be shown as deferred submittals.

POLICE:

46. Adequate exterior lighting must be provided so that the units are visible from the street during the hours of darkness.
47. The shrubbery on the property must be installed and maintained in such condition to permit good visibility of the units from the streets. Any shrubbery surrounding the complex and in the courtyard areas must be planted and maintained where the height of the greenery would not easily conceal persons.
48. The driveway leading into the complex must be constructed and maintained in such a condition that traffic is easily visible to those entering or leaving the location.
49. Any outside ladders leading to the roof top must be secured to prevent unauthorized access to the roof.
50. Address number must be illuminated during hours of darkness and positioned as to be readily readable from the street. Numbers must be at least 12 inches in height.
51. Each distinct unit within the building must have its address displayed on or directly above both the front and rear doors.
52. All common open areas must be well lit during the hours of darkness.
53. Signs must be posted at the guest parking areas and in the driveway leading into the complex.
54. A thoroughfare for residents, guests, and any necessary emergency vehicles and/or personnel must be maintained at all times. The Monterey Park Police Department Traffic Bureau must be contacted for sign verbiage and posting locations. The Traffic Bureau Sergeant can be reached at (626) 307-1481.

By signing this document, 221 New Ave LLC, certifies that the Applicant read, understood, and agrees to the Project Conditions listed in this document.



221 New Ave LLC, Applicant

ATTACHMENT 2

Subdivision Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
City of Monterey Park
320 W Nemwark Ave
Monterey Park, CA 91754

No fee per Government Code § 6103

SUBDIVISION IMPROVEMENT AGREEMENT

MAP NO. 72976

THIS AGREEMENT ("Agreement") is made and entered into this 18th day of January, 2019, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY") and 221 New Ave LLC, A California Limited Liability Company (LLC) ("SUBDIVIDER").

The Parties agree as follows:

1. **RECITALS.** This Agreement is made with reference to the following facts and objectives:

- A. SUBDIVIDER presented CITY with a final subdivision map on land identified as Map No. 72976 ("Map").
- B. SUBDIVIDER requested that CITY approve the Map before construction and completion of improvements including, without limitation, streets, highways, public ways, grading, fences, and public utility facilities ("Improvements") which are part of or appurtenant to the subdivision ("Subdivision") identified on the Map. The Improvements must be constructed in accordance with plans and specifications on file with CITY.
- C. This Agreement is entered into in accordance with the Subdivision Map Act ("Act") and applicable ordinances adopted by CITY including, without limitation, as codified in the Monterey Park Municipal Code ("MPMC").

2. **CONSTRUCTION OF IMPROVEMENTS.** At its sole cost and expense, SUBDIVIDER agrees to furnish the equipment, labor and materials necessary to complete the Improvements on the Map set forth in attached Exhibit "A," which is incorporated by reference, and such other improvements required by CITY regulations

and/or the City Council when approving the Map. All of the above work, together with appurtenances, contingencies and engineering costs, are more particularly shown on the improvement plans for the Map. In addition, SUBDIVIDER agrees that because of Resolution No. 13-15, that it will construct and maintain the improvements identified in Exhibit "A," in the manner set forth in Public Works Permit No. PW18-00270 which is incorporated by reference.

3. ESTIMATED COST OF IMPROVEMENTS. The parties agree that the estimated cost of grading and offsite improvement work is \$181,588.00.

4. COMPLETION. SUBDIVIDER must complete all Improvements within 24 months after recording the Map or within such further time as may be granted by the City Council.

5. COMPLETION BY CITY. Should SUBDIVIDER fail to complete the Improvements within the time for completion, CITY, at its option, may enter onto SUBDIVIDER's property to complete the Improvements at SUBDIVIDER's cost.

6. WARRANTY OF IMPROVEMENT PLANS. SUBDIVIDER warrants that the plans and specifications for the Improvements comply with the tentative map approval and the master plan for the Subdivision previously approved by CITY's Planning Commission and the City Council, together with all conditions made a part of such approval(s). SUBDIVIDER further warrants that the plans and specifications can be relied upon to accomplish the improvement work covered by this Agreement in a good, workmanlike manner and in accordance with accepted construction practices. Should the plans and specifications at any time before final acceptance of the Improvements prove to be inadequate in any respect, SUBDIVIDER agrees to make such changes deemed necessary by CITY to accomplish improvement work in a good, workmanlike manner and in accordance with accepted construction practices. SUBDIVIDER further agrees to make or cause to be made such engineering, soils and other reports as may be required by CITY.

7. CITY NOT LIABLE FOR PLANS AND SPECIFICATIONS. CITY is not an insurer or surety for the design or construction of the Subdivision. And no CITY official, officer, or employee is liable or responsible for any claim arising during construction of the Subdivision or Improvements, unless it can be shown that such person specifically directed that the Subdivision or Improvement be accomplished in a manner contrary to the wishes and desires of SUBDIVIDER, and SUBDIVIDER filed a written objection with the City Engineer before commencing such work or Improvement.

8. WARRANTY OF WORK. SUBDIVIDER warrants that the Improvements will be constructed in a manner consistent with CITY's specifications and the residentially reasonable industry standards. Should any Improvement fail to comply with this warranty or any other provision of this Agreement within one year after CITY's final acceptance, SUBDIVIDER must, without delay and without cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the

Improvements. Should SUBDIVIDER fail continues for 30 days after receipt of written notice from the City or should the exigencies of the case require repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, at its option, make the necessary repairs or replacements or perform the necessary work and SUBDIVIDER must pay to CITY the actual cost of such repairs plus fifteen percent (15%) for CITY's administrative overhead costs. This Section is not a waiver of any other right CITY may have for correcting faulty workmanship or defective materials.

9. REPAIRS AND REPLACEMENTS. Until the CITY's acceptance of any public improvements hereunder, SUBDIVIDER must replace/repair, as appropriate, all pipes and monuments shown on the Map destroyed or damaged by SUBDIVIDER's actions and to replace/repair, as appropriate, any property damaged or destroyed by SUBDIVIDER. Any such repair or replacement must be completed in accordance with the Permits.

10. CITY'S RIGHT OF ENTRY. SUBDIVIDER grants City a license to enter SUBDIVIDER's property to inspect the improvements constructed by SUBDIVIDER and to ensure compliance with this Agreement.

11. CONTRACT SECURITY.

- A. Concurrently with the execution of this Agreement, SUBDIVIDER must furnish:
 - i. A surety bond in an amount equal to at least one 100% of the estimated cost of improvements as security for the faithful performance of this Agreement;
 - ii. A separate surety bond in an amount equal to at least 50% of the contract price for said improvements as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement.

12. MAINTENANCE BONDS.

- A. Except as to the Street, the bonds referred to in Section 11 will not be released until a surety bond guaranteeing the warranty requirements of Section 8 in the amount of at least ten percent (10%) of the sum shown in Section 3 is filed with CITY. The maintenance bond will be released one (1) year from the date of final acceptance of the Improvements.

13. PERFORMANCE BY CITY OR SURETY.

- A. Should SUBDIVIDER fail to construct the improvements in the manner

and at such locations as specified within the time requirements of this Agreement, or if SUBDIVIDER is not carrying out the intent of this Agreement, CITY may serve written notice upon SUBDIVIDER and the surety on SUBDIVIDER's faithful performance bond demanding satisfactory compliance with this Agreement.

- B. Should CITY serve such written notice, CITY may do any one, or combination of, the following:
 - i. Serve written notice upon the surety on its faithful performance bond demanding satisfactory compliance with this Agreement. In such event the surety must, within five days, assume control and construct the Improvements as SUBDIVIDER's successor;
 - ii. CITY may construct the improvements itself, or by contract, at SUBDIVIDER's expense on a time a materials basis. In such event, CITY may take possession of and utilize in completing improvement construction, materials, appliances, and other property belonging to SUBDIVIDER as may be on the site of the work without liability to CITY. SUBDIVIDER's surety will be liable to CITY for any excess cost of damages incurred by CITY.
- C. Nothing in this Section waives, or serves as a limitation upon, any additional remedy CITY may have under this Agreement or applicable law.

14. SURETY BOND TO INCLUDE LETTER OF CREDIT. The term "surety bond" also includes such other acceptable security, such as letters of credit or cash deposit agreements issued by responsible financial institutions, which are approved by the City Attorney. The term "surety" includes the issuer of any letter of credit or cash deposit agreement, which is acceptable to CITY as security for the performance of this Agreement. Sureties must be admitted to do business in California.

15. BEST MANAGEMENT PRACTICES. SUBDIVIDER agrees to use best management practices ("BMPs"), as that term is defined under applicable law including, without limitation, the Monterey Park Municipal Code, in constructing the improvements anticipated by this Agreement. SUBDIVIDER's failure to comply with the terms of this Section constitutes a material breach of this Agreement.

16. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by SUBDIVIDER under this Agreement are CITY's property. SUBDIVIDER may retain copies of said documents and materials as desired, but must deliver all original documents regarding public improvements to CITY upon CITY's acceptance of the public improvements and written request.

17. INDEPENDENT CONTRACTOR. CITY and SUBDIVIDER agree that SUBDIVIDER will act as an independent contractor and will have control of all work and the manner in

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

18. CASH CHARGES. SUBDIVIDER must pay to CITY in cash such subdivision fees that are established by ordinance or by the City Council in conferring approval or extension of time to the Subdivision.

19. INDEMNIFICATION.

- A. SUBDIVIDER indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, SUBDIVIDER must defend CITY (at CITY's request and with counsel satisfactory to CITY) and indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.
- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.
- C. The Parties agree that this section will survive the termination of this Agreement .
- D. The requirements as to the types and limits of insurance coverage to be maintained by SUBDIVIDER, and any approval of such insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by SUBDIVIDER pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

20. INSURANCE.

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

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability:	\$2,000,000
Professional Liability	\$2,000,000
Workers compensation	statutory requirement

- B. Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name CITY, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.
- C. Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," SUBDIVIDER will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover SUBDIVIDER for all claims made by CITY arising out of any errors or omissions of SUBDIVIDER, or its officers, employees or agents during the time this Agreement was in effect.
- D. SUBDIVIDER must furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. SUBDIVIDER will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

21. NOTICES.

- A. All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Notice sent by mail will be addressed as follows:

The City

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

To Subdivider

221 New Ave LLC
3091 Buckhaven Rd,
Chino Hills, CA 91709

- B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.
- C. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

22. COMPLIANCE WITH LAW. SUBDIVIDER will comply with all laws applicable to this Agreement including, without limitation, federal, state, and local laws requiring permitting and licenses. All such compliance will be at SUBDIVIDER's own cost.

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

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

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

26. WAIVER. Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

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

28. AUTHORITY/MODIFICATION. This Agreement is subject to and conditioned upon approval and ratification by the Monterey Park City Council. This Agreement is not binding upon CITY until executed by the City Manager. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. CITY's City Manager may execute any such amendment on behalf of CITY.

29. BINDING UPON SUCCESSORS. The terms of this Agreement constitute a burden and benefit upon the Property. Accordingly, this Agreement will be recorded and the term will run with the Property and become binding upon SUBDIVIDER's heirs, successors and assigns.

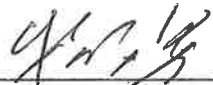
30. ENTIRE AGREEMENT. This Agreement constitutes the sole agreement between SUBDIVIDER and CITY respecting the maintenance of the Property's common areas and correctly sets forth the obligations of SUBDIVIDER and CITY. There are no other understandings, terms or other agreements expressed or implied, oral or written.

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

CITY OF MONTEREY PARK,
a municipal corporation.

221 New Ave LLC,

Ron Bow, City Manager



Xueyong Cheng, Manager

City Council Approval: _____

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, CITY ATTORNEY

By: _____
Karl H. Berger, Assistant City Attorney

ACKNOWLEDGMENT

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

State of California

County of LOS ANGELES

On JANUARY 28, 2018 before me, Kitty K. Ip, a notary public,

A Notary Public personally appeared XUZYONG ETONG —

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

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

WITNESS my hand and official seal.

Signature

Kitty K. Ip



(Seal)

EXHIBIT A

Tract Map No. 72976

All improvements marked are included:

- (X) Public street improvements including grading, paving, curbs, gutter, sidewalks, traffic control devices, street name signs, street lights, street landscaping, and appurtenances, as set forth in plans entitled "Grading and Drainage Plan," prepared by Apple Engineering Group, approved as PW18-00270.
- (X) Domestic water supply system, including mains, service laterals, fire hydrants, and appurtenances.
- (X) Public storm drains including channels, pipes, inlets, culverts, and appurtenances.
- (X) Lot grading including land clearing, earth moving compaction, import or export of soil, and appurtenances.
- (X) Off-street landscaping including trees, bushes, shrubs, turf, irrigation system, and appurtenances.

ATTACHMENT 3
Final Map No. 72976

1 PARCEL
15,980 SQ.FT.

SHEET 1 OF 2 SHEETS

TRACT NO. 72976

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

BEING A SUBDIVISION OF A PORTION OF LOT 6 IN BLOCK 5, SUBDIVISION OF THE
GARVEY RANCH, AS PER MAP RECORDED IN BOOK 52, PAGES 43 AND 44 OF
MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY,
FOR CONDOMINIUM PURPOSES

OWNER'S STATEMENT:

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

221 NEW AVE LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (OWNER)

BY: XUEYONG CHENG MANAGER, MEMBER

NOTARY ACKNOWLEDGMENT:

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

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }

ON MAY 29, 2018, BEFORE ME, Natalie Yin Mei Ng,
A NOTARY PUBLIC, PERSONALLY APPEARED XUEYONG CHENG
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE
THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN
INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE
SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR HIS
SIGNATURES ON THE INSTRUMENT, THE PERSONS OR THE ENTITY UPON
BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE: [Signature]
PRINTED NAME: Natalie Yin Mei Ng
MY COMMISSION EXPIRES: OCT 05, 2019
MY COMMISSION NUMBER: 2129204
MY PRINCIPAL
PLACE OF BUSINESS IS IN Los Angeles COUNTY

BENEFICIARY'S CERTIFICATE:

ROYAL BUSINESS BANK, BENEFICIARY UNDER DEED OF TRUST RECORDED
APRIL 4, 2018, AS INSTRUMENT NO. 20180323462 OF OFFICIAL RECORDS.

BY: [Signature]
NAME: JESSICA YUNG
TITLE: FVP & Underwriting Officer

NOTARY ACKNOWLEDGMENT:

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

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }

ON MAY 29, 2018, BEFORE ME, Natalie Yin Mei Ng,
A NOTARY PUBLIC, PERSONALLY APPEARED Jessica Yung,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE
THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN
INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE
SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR HER
SIGNATURES ON THE INSTRUMENT, THE PERSONS OR THE ENTITY UPON
BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE
OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL
SIGNATURE: [Signature]
PRINTED NAME: Natalie Yin Mei Ng
MY COMMISSION EXPIRES: OCT. 05, 2019
MY COMMISSION NUMBER: 2129204
MY PRINCIPAL
PLACE OF BUSINESS IS IN Los Angeles COUNTY

CONDOMINIUM NOTE:

THIS TRACT IS APPROVED AS A CONDOMINIUM PROJECT FOR 5 UNITS,
WHEREBY THE OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN
UNDIVIDED INTEREST IN THE COMMON AREAS THAT WILL, IN TURN, PROVIDE
THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS.

SIGNATURE OMISSIONS

THE SIGNATURES OF THE PARTIES NAMED HEREINAFTER AS OWNERS OF
THE INTEREST SET FORTH, MAY BE OMITTED UNDER PROVISIONS OF
SECTION 66436(a) 3A (i-viii) OF THE SUBDIVISION MAP ACT, AS THEIR
INTEREST IS SUCH THAT IT CANNOT RIPEN INTO FEE AND SAID
SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.
GARVEY WATER COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR
PIPE LINES, INGRESS AND EGRESS AND INCIDENTAL PURPOSES RECORDED
AUGUST 30, 1892 IN BOOK 811, PAGE 276 OF DEEDS, SAID EASEMENT IS
INDETERMINATE IN NATURE.
RICHARD GARVEY, HOLDER OF AN EASEMENT FOR PIPE LINES, INGRESS AND
EGRESS AND INCIDENTAL PURPOSES RECORDED JULY 30, 1902 IN BOOK
1626, PAGE 17 OF DEEDS, SAID EASEMENT IS INDETERMINATE IN NATURE.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A
FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION
MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF 221 NEW AVE LLC. I HEREBY
STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS
INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN 12 MONTHS FROM THE
FILING DATE OF THIS MAP, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO
ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY
CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

CESAR S. BREGAUDIT
P.L.S. NO. 8382
LIC. EXP. 12-31-2019

DATE

BASIS OF BEARINGS:

THE BASIS OF BEARINGS OF THIS MAP IS THE BEARING, N 00°15'00" W, OF
THE CENTERLINE OF NEW AVENUE, AS SHOWN ON PARCEL MAP NO. 22471,
P.M. BOOK 270, PG. 55

CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT CONFORMS
SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS
THEREOF; THAT ALL PROVISIONS OF THE LOCAL SUBDIVISION ORDINANCES OF
THE CITY OF MONTEREY PARK APPLICABLE AT THE TIME OF APPROVAL OF
TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT
THIS MAP IS TECHNICALLY CORRECT WITH RESPECT TO CITY RECORDS.

BY: _____ CITY OF MONTEREY PARK _____ DATE _____
CITY ENGINEER
R.C.E. NO. _____ EXPIRATION DATE: 9-30-19

CITY TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE
JURISDICTION OF THE CITY OF MONTEREY PARK TO WHICH THE LAND
INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT,
AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

CITY TREASURER-CITY OF MONTEREY PARK _____ DATE _____

PLANNING DIRECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE
APPROVED TENTATIVE MAP AS APPROVED BY THE CITY OF MONTEREY
PARK PLANNING COMMISSION ON JULY 14, 2015 AND ALL CONDITIONS OF
APPROVAL HAVE BEEN MET.

PLANNING DIRECTOR - CITY OF MONTEREY PARK _____ DATE _____

CONTRACT CITY SURVEYOR CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT COMPLIES
WITH ALL PROVISIONS OF STATE LAW APPLICABLE AT THE TIME OF
APPROVAL OF THE TENTATIVE MAP; AND THAT I AM SATISFIED THAT THIS
MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT CERTIFIED BY THE
CITY ENGINEER.

GEORGE G. BOGHOSSIAN AND ASSOCIATES, INC.

Paul R. Charlton
PAUL R. CHARLTON
R.C.E. NO. 27759 LIC. EXP. 03-31-20
CONTRACT CITY SURVEYOR
CITY OF MONTEREY PARK

6/2/18
DATE



I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$
HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF
TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND
SHOWN ON MAP OF TRACT NO. 72976 AS REQUIRED BY LAW.

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

BY _____
DEPUTY

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

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

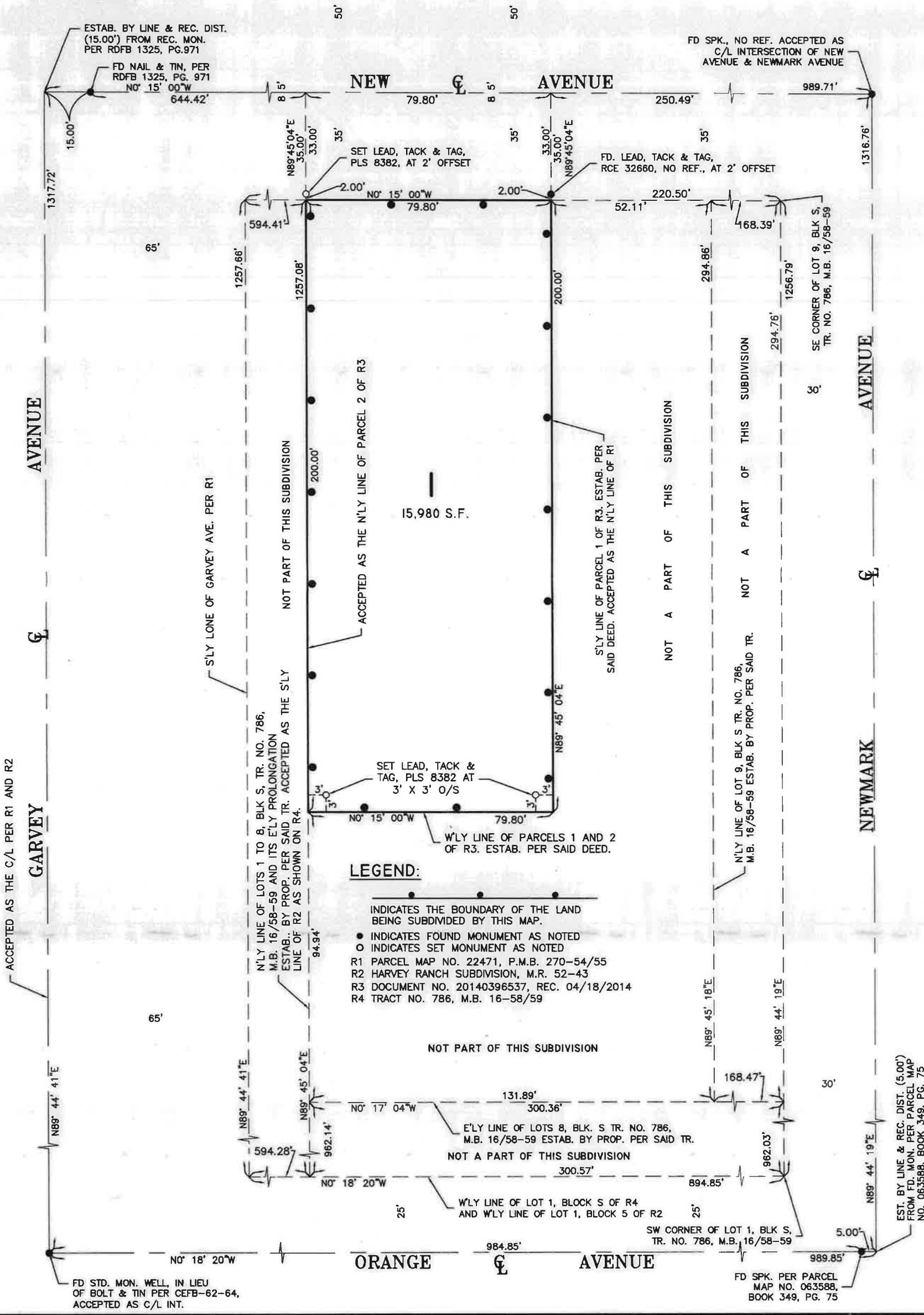
BY _____
DEPUTY _____ DATE _____

SCALE: 1" = 20'

TRACT NO. 72976
IN THE CITY OF MONTEREY PARK
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 2 OF 2 SHEETS

FOR CONDOMINIUM PURPOSES



LEGEND:

- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.
- INDICATES FOUND MONUMENT AS NOTED
- INDICATES SET MONUMENT AS NOTED
- R1 PARCEL MAP NO. 22471, P.M.B. 270-54/55
- R2 HARVEY RANCH SUBDIVISION, M.R. 52-43
- R3 DOCUMENT NO. 20140396537, REC. 04/18/2014
- R4 TRACT NO. 786, M.B. 16-58/59



City Council Staff Report

DATE: March 20, 2019

AGENDA ITEM NO: Consent Calendar
Agenda Item 3-G.

TO: The Honorable Mayor and City Council
FROM: Mark A. McAvoy, Director of Public Works/City Engineer
SUBJECT: FINAL MAP NO. 74409 (420 N Atlantic Blvd) - APPROVAL OF FINAL MAP

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to execute a Subdivision Improvement Agreement for Final Map in a form approved by the City Attorney;
2. Accept a 13 feet dedication strip of land along the Atlantic Blvd Frontage and a 15-foot corner radius property line dedication at the northeast intersection of Atlantic Blvd and Emerson Ave for street and public utility purposes;
3. Authorize the City Engineer to sign Final Map No. 74409; and
4. Take such additional, related, action that may be desirable.

BOARD/COMMISSION REVIEW:

On June 13, 2017, the Planning Commission approved Tentative Map No. 74409 by Resolution No. 03-17.

EXECUTIVE SUMMARY:

The final map was reviewed by the City's consultant surveyor, Boghossian & Associates, for mathematical accuracy, survey analysis, and title information, compliance with the Subdivision Map Act, Conditions of Approval and applicable Monterey Park Municipal Code provisions. In accordance with the Subdivision Map Act, the developer, Pacific Plaza Monterey Park LLC, will enter into a Subdivision Improvement Agreement and has posted bonds to guarantee construction of the required public improvements such as new curb, gutter, sidewalk and driveway aprons will be constructed in the street right-of-way. Additionally, all utility services will be placed underground, and new trees, parkway landscaping and irrigation system will be installed.

BACKGROUND:

The development is located at 420 S Atlantic Blvd, on the east side of North Atlantic Blvd. The site is bounded by commercial and residential areas. The development is a mix-use condominium and hotel development.

The developer started grading but has not yet finished constructing the public improvements. It is eager to record the final map and therefore will enter into a subdivision agreement to guarantee construction of all public improvements including curb, gutter, driveway approach, sidewalk, parkway planting and irrigations along the entire frontage of the subject site. The developer posted sufficient securities to guarantee construction of all on-site and off-site improvements.

Securities have been posted as follows:

	Letter of Credit No.	Faithful Performance	Labor and Materials
Public Improvement Bond	65980	\$146,783.00	\$73,391.50
Grading Bond	65986	\$1,460,100.00	N/A

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

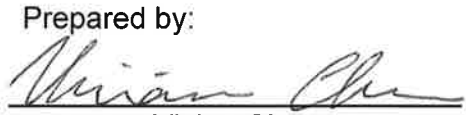
The Planning Commission, at its meeting of June 13, 2017, determined this project to be a Class 15 Categorical Exemption pursuant to the California Environmental Quality Act; and also determined that the subject tentative map is consistent with the City's General Plan.

FISCAL IMPACT:

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

Respectfully submitted,


Mark A. McAvoy
Director of Public Works/
City Engineer

Prepared by:

Vivian Chen
Civil Engineering Associate

Approved By:


Ron Bow
City Manager

Reviewed by:

Karl Berger
Assistant City Attorney

Attachments:

1. Resolution
2. Subdivision Agreement
3. Final Subdivision Map

ATTACHMENT 1

Resolution

RESOLUTION NO. 03-17

A RESOLUTION ADOPTING A SUPPLEMENTAL MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVING A MODIFICATION OF A CONDITIONAL USE PERMIT (CUP-17-02) AND A TENTATIVE MAP NO. 074409 (TM-17-02) FOR THE CONSTRUCTION OF A NEW MIXED-USE DEVELOPMENT AT 420 NORTH ATLANTIC BOULEVARD.

The Planning Commission of the City of Monterey Park does resolve as follows:

SECTION 1: The Planning Commission finds and declares that:

- A. On March 7, 2017, Pacific Plaza LLC, submitted an application pursuant to Titles 20 and 21 of the Monterey Park Municipal Code ("MPMC") requesting approval for a modification to a previously approved Conditional Use Permit (CUP-17-02) and Tentative Map No. 074409 (TM-17-02) to construct a new mixed-use development at 420 North Atlantic Boulevard ("Project");
- B. The project was originally approved by the Planning Commission on December 13, 2016;
- C. The Project was reviewed by the Community and Economic Development Department for, in part, consistency with the General Plan and conformity with the MPMC;
- D. In addition, the City reviewed the Project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the "CEQA Guidelines");
- E. The Community and Economic Development Department completed its review and scheduled a public hearing regarding the proposed Project, before the Planning Commission for June 13, 2017. Notice of the public hearing on the proposed Project was posted and mailed as required by the MPMC;
- F. On June 13, 2017, the Planning Commission held a public hearing to receive public testimony and other evidence regarding the proposed Project, including, without limitation, information provided to the Planning Commission by City staff and public testimony, and the applicant's representatives; and
- G. This Resolution and its findings are made based upon the testimony and evidence presented to the Commission at its June 13, 2017 hearing including, without limitation, the staff report submitted by the Community and Economic Development Department.

SECTION 2: *Factual Findings and Conclusions.* The Planning Commission finds that the following facts exist and makes the following conclusions:

**PLANNING COMMISSION
RESOLUTION NO. 03-17
PAGE 2 OF 10**

- A. The Applicant seeks approval to construct a new 5-story, 60-feet tall and 176,349 square feet mixed-use development. The Project includes 136 hotel rooms, 7,125 square feet restaurant, 84 residential units and 440 parking spaces;
- B. 420 North Atlantic Boulevard is zoned R-S, P-D (Regional Specialty, Planned Development) and the General Plan designation is Mixed-Use I;
- C. The Project property is located on the east side of North Atlantic Boulevard, between West Hellman and West Emerson Avenue. Properties located to the north of the subject property include Atlantic Times Square, south is a one-story auto sale building, west is Atlantic Boulevard and Shun Fat Supermarket, and east is Chandler Avenue and R-3 zoned lots; and
- D. The Project site is comprised of four parcels totaling 88,070 square feet (2 acres) in size. One parcel has frontage on Atlantic Boulevard and is currently developed with a two-story motel, comprised of three detached buildings totaling 56-rooms. The existing motel is 16,226 square feet in size and constructed in 1978. There are approximately 49 existing parking spaces. The second and third parcels have frontage on Chandler Avenue. The second parcel is currently developed with a 15-unit, 11,519 square feet two-story apartment building constructed in 1961. The third parcel is vacant. The fourth parcel has frontage on North Atlantic Boulevard and West Emerson Avenue. The lot is 12,470 square feet in size and is currently developed with a one-story 1,186 square feet commercial building constructed in 1959. The building was previously occupied by a used car dealership business with car rental services.

SECTION 3: Environmental Assessment.

- A. The Project was previously analyzed for its environmental impacts and an Initial Study was prepared pursuant to CEQA Guidelines § 15063. The Initial Study demonstrated that the project would not have a significant effect on the environment with the implementation of mitigation measures and a Mitigated Negative Declaration (MND) was prepared and certified by the City in December 13, 2016.
- B. The subsequent modifications to the project were re-analyzed in light of the adopted 2016 MND to determine whether an additional environmental document needed to be prepared. CEQA authorizes a lead agency to prepare supplement to a previously adopted MND if some changes or additions are necessary to a previously analyzed project and the conditions described in CEQA Guidelines § 15162 are met.
- C. A Supplemental MND was prepared for this project pursuant to CEQA Guidelines § 15162. Based on the findings of the Supplemental MND, the City has determined that the modified project would not result in significantly greater impacts that were previously analyzed in the approved 2016 MND. Measures to reduce impacts involving air quality, cultural resources, noise, and traffic will be incorporated into the final project design. The Supplemental MND is attached as Exhibit "A," and incorporated by this

**PLANNING COMMISSION
RESOLUTION NO. 03-17
PAGE 3 OF 10**

reference. A Notice of Intent to Adopt a Supplemental MND was prepared pursuant to CEQA Guidelines §§ 15072 and 15073, and was available for public comment from May 15, 2017 to June 3, 2017.

- D. In accordance with CEQA Guidelines § 15074, the record on which the Planning Commission's findings are based is located at the City of Monterey Park Community and Economic Development Department – Planning Division at City Hall, 320 West Newmark Avenue, Monterey Park, California 91754.
- E. When considering the whole record for the draft Initial Study and Supplemental MND, there is no evidence that the Project will have the potential for an adverse effect on wildlife resources or the habitat on which the wildlife depends, because the project is in a built-out urban environment.
- F. These findings are based on the various mitigation measures to be required in the implementation of the project as set forth in the Supplemental MND as already having been incorporated into the Project. The Planning Commission finds that all the mitigation measures now incorporated into the project are desirable and feasible.

SECTION 4: *Conditional Use Permit for P-D Overlay Zone – Planner Findings.* Pursuant to MPMC § 21.14.150, before submitting this application to the Planning Commission, the City Planner determined that the project complies with the following findings:

- A. The plan for the proposed project consists of buildings and structures that are of good design and in general contributes to the image of Monterey Park as a place of creativity and individuality.

The architectural style of the proposed project will be contemporary and the finishes will be high quality. The building finishes include smooth stucco in various earth tones, stone and wood veneer, aluminum panels, and metal awnings. The proposed building design will be consistent with the architectural styles that the Planning Commission has been approving along Atlantic Boulevard. Prior to the construction of Atlantic Times Square, the existing commercial buildings along Atlantic Boulevard, between West Hellman Avenue and West Garvey Avenue were constructed in the 1980s and the architectural styles were reflective of that time period. Within the past five years, the Planning Commission has approved the Courtyard by Marriott, Hilton Doubletree, and the AG Hotel, which all have contemporary/modern styles.

- B. The proposed buildings or structures are not of inferior quality such as to cause the nature of the local environment to materially depreciate in appearance and value.

As stated above, the proposed project will include high quality materials. Also, the project will provide new street trees along Atlantic Boulevard as well as throughout the project in raised planters. According to MPMC § 21.14.090(C), a 12 feet wide pedestrian realm is required on Atlantic Boulevard and a 13 feet wide pedestrian realm

will be provided. The project will provide generous landscaping, which includes special pavements, screen walls, planters, and site furniture, which will be consistent with the requirements of the Planned Development Overlay Zone.

- C. The proposed buildings or structures and use thereof are compatible with developments of land in the general area. Consideration of scale, height, bulk, materials cohesiveness, community, traffic, the desirability of preserving a sense of open space, and the need for privacy are deemed to be important considerations of compatibility.

The building will be compatible with developments in the general area. The project is designed according to the standards required by the P-D Overlay Zone. The proposed building will be 60 feet tall, which is less than the 75 feet maximum height allowed in the P-D Overlay Zone. According to MPMC § 21.14.090(B), the building height must vary to provide a human scale adjacent to the pedestrian realm. To create a human scale, the building height must not exceed 40 feet within 20 feet of the pedestrian realm along Atlantic Boulevard. The proposed building height within 20 feet of the pedestrian realm will not exceed 20 feet in height. The building mass will be articulated with architectural elements, such as metal awnings, wall off-sets, recessed windows and entries, and a variety of exterior finishes. According to MPMC § 21.14.090(D), 200 square feet of open space is required per residential unit. The project requires a minimum of 16,800 square feet of open space and will provide 17,786 square feet of open space, which exceeds the minimum requirement. The open space areas will be provided throughout the project. At the second level, approximately 9,000 square feet of open space will be provided, which will include a pool and open court yards.

- D. The proposed development is in conformity with the standards of this chapter and other applicable ordinances insofar as the location and appearance of the buildings and structures are involved.

The proposed development is in conformity with the standards of the P-D Overlay Zone chapter and other ordinances. As stated above, the proposed project is designed according to the standards included in the P-D Overlay Zone chapter.

- E. The proposed buildings or structures and its use would not unreasonably interfere with the use or enjoyment of property in the vicinity by the occupants thereof of lawful purposes, and would not adversely affect the public peace, health, safety or general welfare.

The proposed building and its use will not unreasonably interfere with the use or enjoyment of properties in the vicinity. First, the proposed project is designed according to the regulations in the P-D Overlay Zone chapter. Second, both the P-D Overlay Zone and proposed project considers the properties abutting the subject property. The project abuts R-S, P-D (Regional Specialty, Planned Development) zoned properties to the north, south, and west, and R-3, P-D (High Density Residential,

Planned Development) zoned properties to the east. The commercial components of the project will be located towards Atlantic Boulevard and the residential components will be located towards Chandler Avenue.

- F. The proposed buildings or structures and its use comply with the General Plan.

The proposed building and its use comply with the General Plan. The subject property is designated Mixed-Use I (MU-I) in the General Plan. One of the goals of the General Plan (Goal 3.0) is to establish the North Atlantic area as a focal point for diverse retail, entertainment, and hospitality development. The proposed project will be a hospitality development with a restaurant use. The project is a mixed-use development, which includes 136 hotel rooms and 84 residential units.

SECTION 5: Conditional Use Permit for P-D Overlay Zone – Planning Commission Findings.
Pursuant to MPMC § 21.32.020, the Planning Commission finds as follows:

- A. That the site is adequate in size, shape and topography for the proposed use including without limitation, any required yards, walls, fences, parking and loading facilities, landscaping, setbacks, and other development standards prescribed in this code.

The project site is adequate in size, shape and topography for the proposed mixed-use project. The project is 88,070 square feet (2 acres) in size, regular shape, and relatively flat. The proposed project is designed according to the development standards allowed in MPMC § 21.14.090.

- B. That the site has sufficient access to streets and highways, adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use.

The project site has sufficient access to streets and highways. The project site will be accessible from 26 feet wide driveway on North Atlantic Boulevard, West Emerson Avenue, and North Chandler Avenue and is located less than a mile from the Interstate 10 Freeway. North Atlantic Boulevard is a principal arterial street that serves as a regional travel route, accommodating through trips and linking the local street system to through routes. Emerson Avenue is a minor arterial route that allows for either a four lane undivided or divided street. Chandler Avenue is a two lane undivided local street to designed to serve the local circulation.

- C. That the proposed use is consistent with the General Plan and any applicable specific plan.

The proposed use is consistent with the General Plan and any applicable specific plan. The subject property is designated Mixed-Use I (MU-I) in the General Plan. One of the goals of the General Plan (Goal 3.0) is to establish the North Atlantic area as a focal point for diverse retail, entertainment, and hospitality development. The proposed

project will be a hospitality development with a restaurant use. The project is a mixed-use development, which includes 136 hotel rooms and 84 residential units.

- D. That the proposed use will not create unusual noise, traffic, or other conditions that may be objectionable, detrimental, or incompatible with surrounding properties or other permitted uses in the City.

The proposed project is a mixed-use development comprised of 136 hotel rooms and 84 residential units. The project is designed according to the development standards allowed in the P-D Overlay Zone District and in such a way that that will not create unusual noise, traffic, or other conditions.

- E. That the proposed use will not have an adverse effect on the public health, safety and general welfare.

The proposed use will not have an adverse effect on the public health, safety and general welfare. The proposed project is designed according to the standards allowed by MPMC Chapter 21.14.

- F. That the use applied for at the location set forth in the application is properly one authorized by conditional use permit pursuant to the MPMC.

The proposed mixed-use project applied for at the subject property is properly one authorized by a conditional use permit pursuant to the MPMC. According to MPMC § 21.14.010, a conditional use permit must be prepared for a project proposed in the P-D Overlay Zone District.

SECTION 6: Conditional Use Permit for On-Sale and Off-Sale Alcohol Findings. Pursuant to MPMC § 21.10.230, the Planning Commission finds as follows:

- A. That the proposed use complies with all requirements as set forth for the issuance of a conditional use permit.

The proposed use complies with all requirements for a conditional use permit. First, the site is adequate in size, shape and topography for the proposed use because the proposed use is the addition of general alcohol sales for on-site consumption to an existing restaurant. No physical changes are proposed to the site. Second, the site has sufficient access to streets and highways, adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use. The proposed use is not expected to significantly increase traffic. Third, the proposed use is consistent with the General Plan and conforms to objectives of the General Plan and the Monterey Park Municipal Code zoning regulations. The subject property is designated Commercial in the General Plan. The Commercial land use category

provides opportunities for a broad range of retail and service commercial and professional office uses intended to meet the needs of Monterey Park residents and businesses, as well as, regional shopping demand. The proposed use is the addition of general on-sale alcohol use. On-sale alcoholic beverage sales are permitted in the R-S, P-D (Regional Specialty, Planned Development) Zone with Conditional Use Permit approval. Fourth, the proposed use, as conditioned, will not have an adverse effect on the use, enjoyment or valuation of property in the neighborhood as required security measures will minimize the potential for any negative impacts. Lastly, the proposed use will not have an adverse effect on the public health, safety, and general welfare because security measures and the limited size of the use will limit any potential adverse effects to neighboring properties.

- B. That the proposed use will not present adverse secondary impacts, including, without limitation, loitering, obstruction of pedestrian traffic, vehicular traffic, parking, crime, interference with children on their way to school, interference with shoppers using streets, defacement and damage to structures.

The proposed use is general on-sale alcohol use. On-sale alcoholic beverage use is permitted with a conditional use permit.

- C. That the proposed use is consistent with any nearby commercially-zoned properties for commercial use.

The subject property is zoned R-S, P-D (Regional Specialty, Planned Development). There are no distance requirements, no schools or playgrounds exist within the immediate vicinity of the subject property. The suitability of any nearby commercial-zoned properties for commercial use will remain the same.

- D. The use does not adversely affect the welfare of area residents or result in undue concentration in the neighborhood of establishments dispensing alcoholic beverages including beer and wine.

The applicant's request to for on-site consumption in conjunction with the existing eating establishment will enhance the business and will not adversely affect the welfare of area residents and will be incidental to the primary use. According to MPMC § 21.10.230(G), there are no distance requirements for on-sale alcoholic beverages when sold in conjunction with a bona fide retail eating establishment. However, on-sale uses must comply with the list of requirements specified in the MPMC § 21.10.230(C). Some of the requirements include limiting the exterior lighting of the parking area to intensities between one and two foot-candles so as to provide adequate lighting for

patrons while not disturbing surrounding residential or commercial areas and special security measures, such as security guards and alarm systems. The Police Department has included conditions in the Resolution to address security and alarm requirements.

SECTION 7: Tentative Map Findings. The Commission finds as follows pursuant to Government Code § 66474 and MPMC Title 20:

- A. The proposed map is consistent with applicable general and specific plans as required by Government Code § 66473.5. The proposed Tentative Map is consistent with the General Plan. The subject property is designated Mixed-Use I (MU-I) in the General Plan, which provides opportunities for complementary service and retail commercial businesses, professional offices, and residential uses to locate within the City's core business districts. A broad range of commercial and residential uses can be established within areas designated MU-I.

Allowable residential uses include those identified in the High Density Residential category. Residential projects must be combined with a commercial use; no stand-alone residential development is allowed. Also, no residential use is allowed on the ground floor at the street frontage. According to MPMC § 21.14.110, the maximum residential density permitted in the General Plan is 30 dwelling units per acre for projects that contain commercial and residential uses. The density may be increased up to 50 units per acre by providing three or more substantial amenities needed in areas designated as MU-I. Substantial amenities mean amenities that are significantly great enough to provide benefit, not only to the project itself, but to the greater community. In this case, the project will provide a public gathering space, a major portion of the required parking on-site will be located underground, and a community room will be provided.

- B. The design or improvement of the proposed subdivision is consistent with applicable general and specific plans. The design of the proposed subdivision is consistent with the General Plan. The project is a mixed-use development comprised of 136 hotel rooms and 84 residential units, which is consistent with the uses allowed in the Mixed-Use I land use category.
- C. The site is physically suitable for the type of development and the proposed density of the development. The size of the property is 88,070 square feet (2 acres) and adequate in size to accommodate the proposed mixed-use project.
- D. The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The subject property is bordered by residentially developed lots to the north, south, east, and west. There are no rare plants, wild animals nor cultural, historical or scenic aspects within the surrounding area.

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1. The design of the subdivision or the type of improvements is not likely to cause serious public health problems. The proposed subdivision will not cause any public health problems in that the subject development will be constructed according to all City, State, and Federal regulations and specifications.
2. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within proposed subdivision. There are no public easements for access within the proposed development.

SECTION 8: Actions. The Planning Commission takes the following actions:

- A. Adopts the Supplemental MND set forth in Exhibit A and directs the Director of Community and Economic Development to file any appropriate notifications in accordance with applicable law;
- B. Pursuant to Public Resources Code §§21081(a) and 21081.6, the Planning Commission adopts the Mitigation Monitoring and Reporting Program (MMRP) set forth in the attached Exhibit "B," which is incorporated into this Resolution by reference. The Planning Commission adopts each of the mitigation measures as conditions of approval for the Project. Other Project conditions of approval and compliance with applicable codes, policies, and regulations will further ensure that the environmental impacts of the Project will not be greater than set forth in the MND and these findings; and
- C. Approves Conditional Use Permit (CUP-17-02) and Tentative Map No. 074409 (TM-17-02) attached as Exhibit C in its entirety including, without limitation, the conditions of approval set forth in the attached Exhibit "D," which is incorporated by reference.

SECTION 9: Reliance on Record. Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Project. The findings and determinations constitute the independent findings and determinations of the Planning Commission in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 10: Limitations. The Planning Commission's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the Planning Commission's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

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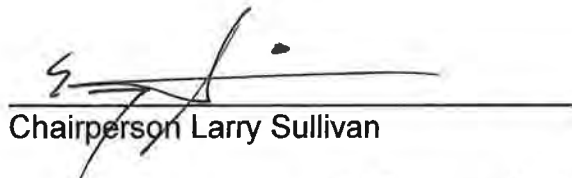
SECTION 11: *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 12: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

SECTION 13: A copy of this Resolution will be mailed to the applicant and to any other person requesting a copy.

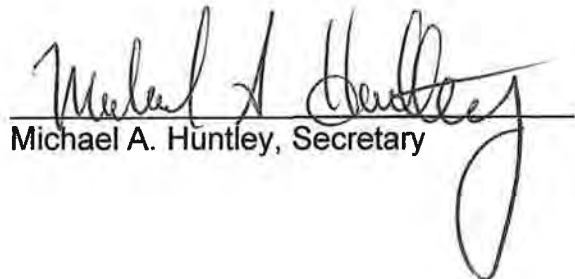
SECTION 14: This Resolution may be appealed within ten (10) calendar days after its adoption. All appeals must be in writing and filed with the City Clerk within this time period. Failure to file a timely written appeal will constitute a waiver of any right of appeal.

ADOPTED AND APPROVED this 13th day of June 2017.


Chairperson Larry Sullivan

I hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Monterey Park at the regular meeting held on the 13th day of June 2017, by the following vote of the Planning Commission:

AYES:	Commissioners Sullivan, Robinson, Amador, Choi, and De Dios
NOES:	None
ABSTAIN:	None
ABSENT:	None


Michael A. Huntley, Secretary

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

By:


Karl H. Berger,
Assistant City Attorney

PLANNING COMMISSION RESOLUTION NO. 03-17

Exhibit A

CONDITIONS OF APPROVAL

420 NORTH ATLANTIC BOULEVARD

In addition to all applicable provisions of the Monterey Park Municipal Code ("MPMC"), Pacific Plaza LLC agrees that it will comply with the following provisions as conditions for the City of Monterey Park's approval of Conditional Use Permit (CUP-17-02) and Tentative Map No. 074409 (TM-17-02) ("Project Conditions").

PLANNING:

1. Pacific Plaza LLC (the "Applicant") agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of CU-17-02 and TM-17-02 except for such loss or damage arising from the City's sole negligence or willful misconduct. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out the City approval of CU-17-02 and TM-17-02, the Applicant agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "the City" includes the City of Monterey Park's elected officials, appointed officials, officers, and employees.
2. This approval is for the project as shown on the plans reviewed and approved by the Planning Commission and on file. Before the City issues a building permit, the applicant must submit plans, showing that the project substantially complies with the plans and conditions of approval on file with the Planning and Building and Safety Department. Any subsequent modification must be referred to the Director of the Community and Economic Development Department for a determination regarding the need for Planning Commission review and approval of the proposed modification.
3. All conditions of approval must be listed on the plans submitted for plan check and on the plans for which a building permit is issued.
4. Before building permits are issued, the applicant must obtain all the necessary approvals, licenses and permits and pay all the appropriate fees as required by the City.
5. The real property, subject to CU-17-02 and TM-17-02 must remain well-maintained and free of graffiti; any graffiti must be removed within 24 hours after discovery.

6. Landscaping/irrigation must be maintained in good condition at all times.
7. In addition to all applicable provisions of the MPMC, the Applicant must comply with the Mitigation Monitoring and Reporting Program (MMRP) that was prepared as a part of the environmental review for this project and all of the mitigation measures identified therein. The MMRP is incorporated into these conditions by reference.
8. The property owner is responsible for maintaining the area adjacent to the business location and the site in general, including any parkways.
9. The property must remain well maintained and free of graffiti. Failure of the applicant/property owner to remove graffiti within 24 hours written notice by the City will cause the City to abate the graffiti at the cost of the applicant/property owner.
10. A copy of the Conditions of Approval for Conditional Use Permit (CUP-17-02) and Tentative Map (TM-17-02) must be kept on the premises of the establishment and presented to any authorized City official upon request.
11. The exterior lighting of the parking area must be kept at an intensity of between one and two foot-candles so as to provide adequate lighting for patrons while not disturbing surrounding residential or commercial areas.
12. The sale of alcoholic beverages for consumption outside or off the premises is prohibited. Signs must be posted at all entrances and exits of the premises indicating that the sale of alcoholic beverages for consumption outside or off the premises is prohibited.
13. The applicant must obtain and maintain all licenses required by the Alcohol Beverage Control Act (Business & Professions Code §§ 23300, *et seq.*).
14. The applicant must post a sign in a clear and conspicuous location listing a phone number at which a responsible party may be contacted during all open hours of the establishment to address any concerns of the community regarding noise at the restaurant. Said contact's name and phone number must also be available through restaurant staff at all times.
15. The applicant must, at all times, display a *Designated Driver* sign of at least ten inches by ten inches (10" X 10") within the dining room lobby at eye level. The sign must be worded in a way that reminds patrons who are consuming alcohol to designate a *non*-drinking driver.
16. There cannot be exterior advertising of any kind or type, including advertising directed to the exterior from within, promoting or indicating the availability of

alcoholic beverages. Interior displays of alcoholic beverages which are clearly visible to public view from the exterior constitute a violation of this condition.

17. All employees serving alcoholic beverages to patrons must enroll in and complete a certified training program approved by the State Department of Alcoholic Beverages Control (ABC) for the responsible sales of alcohol. The training must be offered to new employees on not less than a quarterly basis.
18. Any and all employees hired to sell alcoholic beverages must provide evidence that they have either:
 - a. Completed training from the State of California Department of Alcoholic Beverage Control (ABC), Monrovia District Office administered *Leadership and Education in Alcohol and Drugs* (LEAD) Program in the form of an ABC-issued certificate; or
 - b. Completed an accepted equivalent by the ABC, Monrovia District Office to ensure proper distribution of beer, and wine to adults of legal age. If any prospective employee designated to sell alcoholic beverages does not currently have such training, then the ABC-licensed proprietors must have confirmed with the Community and Economic Development Department within fifteen (15) days of the Director's decision, or by final project approval, that a date certain has been scheduled within the local ABC Office to complete the LEAD course.
 - c. Within thirty (30) days of taking said course, the employees, or responsible employer must deliver each required certificate showing completion to the Police Department.
19. If complaints are received regarding excessive noise, lighting, building access, or other disturbances associated with alcohol service at the restaurant, the city may, in its discretion, take action to review the Conditional Use Permit, including without limitation, adding conditions or revoking the permit.

BUILDING:

20. Demolition permits are required to remove existing structures. The building permit will not be issued until the demolition and sewer cap are signed off, and a compaction report is submitted to the Building Official, or designee, showing adequate compaction of fills, if any. All underground utility lines must be capped within 5 feet of the property line and clearly marked.
21. Grading permit is required by the Public Works Director, or designee. The grading permit will not be issued until the rough grading is completed and approved by the Public Works Director, or designee.

22. A building permit does not allow the Applicant to excavate, construct or store building materials encroaching into adjacent properties. Requirements for protection of adjacent property during construction must comply with Civil Code § 832.
23. Temporary shoring must be provided to the satisfaction of the Public Works Director, or designee, to prevent movement or settlement of the public right-of-way during excavation.
24. The site plan must include the location and invert elevation of the sewer laterals at the property line.
25. A soils report is required at time of plan check submittal.
26. A permit from CAL-OSHA must be obtained before the City issues building permits.
27. At time of plan check submittal, identify the project construction type in order to determine the allowable area and allowable building height for the project.
28. Due to the nature of the clay soil and its long retention of water, waterproofing (instead of damp proofing) is required regardless of the groundwater table.
29. The garage must be separated from the commercial facilities with proper occupancy separation per California Building Code Chapter 3, as adopted by the MPMC.
30. The project must comply with California Building Code Chapters 11A and 11B accessibility requirements, as adopted by the MPMC.
31. The project must comply with Energy Efficiency Standards set forth in the California Energy Code, California Green Building Standards Codes, as adopted by the MPMC.

ENGINEERING:

32. Under the Los Angeles County Municipal "National Pollutant Discharge Elimination System (NPDES) Permit," which the City of Monterey Park is a permittee, this project involves the disturbance of soils by grading, clearing and/or excavation. Developer/owner is required to obtain a "General Construction Activity Storm Water" Permit, and the City of Monterey Park will condition the grading permits on evidence of compliance with this permit and its requirements. Compliance information is available from the City Engineer. Upon approval of the NPDES document by the City, the Developer/Owner must submit an electronic copy of the approved NPDES file, including site drawings, before the City issues

a building or grading permit (the electronic copy requirement pertains to projects greater than an acre.)

33. Record the final map after approval of the map by the City Council. A refundable \$187 cash deposit must be submitted to guarantee that developer will provide the City with one transparent 4 mil thick mylar tracing, one electronic file of approved final map tracings transferable to the City's AutoCAD and GIS systems and two blueprints of the recorded map which must be filed with the City Engineer within three months of recordation. If recorded copy is not submitted by the end of the three month time period, developer will forfeit the \$187 cash deposit.
34. Before submitting a final map with the City, the developer/property owner must provide written proof that there are no liens against the subdivision for unpaid taxes or special assessments; and submit L.A. County tax bill, tax payment receipt, and copy of cancelled check.
35. The developer/property owner is responsible for ascertaining and paying all City fees such as, without limitation, sewer deficiency fees, water meter fees and metered water service impact fees as required by the MPMC.
36. The Applicant must record Covenants, Conditions, & Restrictions that, among other things, establish a homeowner's association to address common maintenance and utilities, and must be prepared to the satisfaction of the City Attorney and the City Engineer. Developer/owner is responsible for securing the C.C. & R. guidelines from the Public Works Director, or designee. The Applicant must pay all legal costs incurred by the City for the City Attorney's review of the CC&Rs.
37. All improvement plans, including grading and public improvement plans, must be prepared in accordance with City approved information. Benchmark references to be obtained from the Public Works Director, or designee.
38. A water plan must be submitted for review and approval by the Public Works Director, or designee. This plan must substantiate adequate water service for domestic flow, fire flow and identify backflow prevention. If current fire flow and pressure tests are not available to substantiate adequate pressure and flow to serve the development, the developer will be responsible for conducting the appropriate tests and submitting copies of the test results for review and ultimate approval by the Public Works Director, or designee.
39. Provide survey monuments denoting the new property boundaries and lot lines to the satisfaction of the Public Works Director, or designee. All maps must be prepared from a field survey. Compiled maps will not be permitted unless prior approval is granted by the Public Works Director, or designee. Whenever possible, lot lines must be located to coincide with the top of all man-made

slopes. Any deviation from this requirement must be approved by the Public Works Director, or designee.

40. A site drainage plan must be prepared for review and approval by the Public Works Director, or designee. The property drainage must be designed so that the property drains to the public street or in a manner otherwise acceptable to the Public Works Director, or designee. Drainage from contiguous properties must not be blocked and must be accommodated to the satisfaction of the Public Works Director, or designee. A hydrology and hydraulic study of the site may be required for submittal to the Public Works Director, or designee for review and approval.
41. All drainage facilities serving the development must accommodate a 25 year storm. If existing storm drain facilities are inadequate they must be enlarged as determined by the Public Works Director, or designee. All storm drain facilities must be designed and constructed to the satisfaction of the Public Works Director, or designee.
42. Any damage done to existing street improvements and utilities during construction must be repaired before acceptance of the project. Pre-existing damaged, deteriorated, substandard or off-curb curb, gutter, driveways and sidewalk must also be repaired or replaced to the satisfaction of the Public Works Director, or designee.
43. All Public Works improvements must comply with the standards and specifications of the City and to the satisfaction of the Public Works Director, or designee. All Public Works improvement guarantee and agreement must be posted prior to approval of the final map by the City Council.
44. All electric, telephone and cable TV utility services must be fully installed underground and to required City standards. Satisfactory provisions for all other utilities and service connections, including water, wastewater and gas, must be made to City standards. A utility plan must be prepared and submitted to the Public Works Director, or designee, showing all existing and proposed utilities. The utilities may be shown on either a separate plan or on the proposed site plan.
45. A sewer connection reconstruction fee will be assessed at the time the Building Official issues a building permit pursuant to MPMC Chapter 14.06.
46. The Applicant must dedicate a 13 feet strip of land along the Atlantic Boulevard frontage for street and public utility purposes per Ordinance No. 1946, adopted November 4, 1998. Provide a separate Street Improvement Plan by the first plan check. The Street Improvement Plan must include the removal and reconstruction of sidewalk, driveway approach, and curb and gutter along the

entire property frontage of Atlantic Boulevard, Chandler Avenue, and Emerson Avenue.

47. The Applicant must construct a 2 inch cold mill and asphalt overlay to the full width of Chandler Avenue, from Emerson Avenue to the north property line of the project to join existing improvements. The overlay must be rubberized asphalt mix design, restore all traffic striping and markings.
48. The Applicant must provide a 15-foot corner radius property line dedication to the City of Monterey Park along the Atlantic Boulevard and Emerson intersection for street and public utility purposes.
49. The Applicant must construct a 25-foot radius curb return at the northwest corner of the Atlantic Boulevard and Emerson Avenue intersection. Relocate the existing storm drain inlets, street lights, traffic signals and utilities as necessary to construct the improvements. Show the details on the street construction plan.
50. The Applicant must construct two new ADA curb ramps in the corner curb returns at the intersection of Chandler and Emerson Avenues.
51. Provide new street lighting on the east side of Atlantic Boulevard, from Emerson Avenue to the north property line of the project site; on the north side of Emerson Avenue, from Atlantic Boulevard to the east property line of the project site; and along Chandler Avenue adjacent to the property site. All street lighting must be underground fed to the new concrete standards with LED fixtures per City standards. Provide separate street lighting and underground conduit plans for approval by the Public Works Director, or designee.
52. A grading and drainage plan and separate street improvement plan for Chandler Avenue must be submitted by the first plan check. The grading and drainage plan, excavation and temporary shoring plan must incorporate all pertinent site development comments from the City's geotechnical consultant, and must also include the approved geotechnical report submitted by the developer's consultant.
53. Parkways must be irrigated and landscaped in accordance with plans approved by the Public Works Director, or designee.
54. The City reserves the right to restrict driveway access to and from the project in the event future traffic conditions warrant such restricted turn movements.
55. Show existing curb markings and street signage fronting the project on the plans.
56. The Applicant must provide a vehicular access and circulation plan for commercial and service trucks through the site. A turning template overlay must be provided on a scaled plan.

FIRE:

57. All conditions identified by the Fire Department are subject to review and approval by the Fire Chief for determination of applicability and extent to which any condition may be required.
58. Building height exceeds 30 feet in height. A dedicated ladder truck access road is required. Access road must be provided from Atlantic Boulevard to Hellman Avenue. The minimum unobstructed width must be 26 feet and be at least 15 feet, but not further than 30 feet, from the west side of the building. Except for approved security gates in accordance with California Fire Code (CFC) § 503.6, as adopted by the MPMC, a minimum unobstructed vertical clearance of 13 feet 6 inches must be provided for the access road, per the CFC Appendix D105.1, as adopted by the MPMC.
59. When security gates are provided, maintain a minimum access width of 20 feet. The security gate must be provided with an approved means of emergency operation, and must be maintained operational at all times. Electric gate operators, where provided, must be listed in accordance with Underwriters Laboratories (UL) 325. Gates intended for automatic operation must be designed, constructed and installed to comply with the requirements of ASTM F220 per CFC § 503.6, as adopted by the MPMC.
60. Fire Department vehicular access roads must be provided with a 32-foot centerline turning radius, per CFC § 503.2.4, as adopted by the MPMC.
61. Fire Department vehicular access roads must be hardscape all weather access in accordance with the Fire Department's All Weather Access Requirements per CFC § 503.2.3, as adopted by the MPMC.
62. Fire apparatus access roads must be identified with approved signs. Temporary signs must be installed at each street intersection when construction of new roadways allows passage by vehicles. Signs must be of an approved size, weather resistant and be maintained until replaced by permanent signs per CFC § 505.2, as adopted by the MPMC.
63. The minimum required fire flow for the entire structure must be 8,000 gallons per minute for 4-hour duration, per the 2013 CFC. At the time plan check submittal, the fire flow test data obtained must be within one-year of the submittal date.
64. A minimum of eight fire hydrants must be provided within 120 feet of the structure. Show all the existing and proposed fire hydrants on both sides of the property, per CFC § C105.2.2.
65. Building height and area must be determined by the California Building Code (CBC) Table 503, as adopted by the MPMC. Per the CBC §§ 504.2 and 506.3,

installation of an automatic fire sprinkler system in an R-1 occupancy will allow either an increase in stories/height or allowable floor area but not both.

66. Provide an approved Class I standpipe system in all stairwells on all levels including the roof as set forth by CBC and CFC § 905.
67. Provide an approved automatic fire sprinkler system and fire alarm as set forth by the CFC §§ 903 and 907.
68. An approved grease interceptor is required for all new restaurants in the City of Monterey Park. The grease interceptor must be designed and constructed in accordance to the County of Los Angeles, Department of Public Works Standard Plan No. 2046-0 or other design specifically approved by the Public Works Director, or designee. Indicate the type of grease interceptor and the installation location. The property owner is responsible for maintaining the grease interceptor and submitting quarterly manifest reports to the fire department for review.
69. Provide smoke alarms in each room for sleeping purposes and at a point centrally located in the corridor or area giving access to each separate sleeping area. Smoke alarms must be installed in accordance with the manufacturers' instructions. Indicate the smoke alarms locations on plans per CFC § 907.2.11.1, as adopted by the MPMC.
70. Carbon monoxide alarms must be provided either within all sleeping units or else the building must be provided with a carbon monoxide alarm system that protects all common areas per CBC § 420.6, as adopted by the MPMC.
71. Guest rooms designated as accessible by the Building Department must be provided with visible alarm notification appliances per CFC § 907.5.2.3.3, as adopted by the MPMC.
72. Smoke dampers must be provided whenever ducts penetrate smoke barriers and elevator lobbies as set forth by the CBC. Fire dampers must be provided whenever ducts penetrate the ceiling of fire-resistive floor-ceiling or roof-ceiling assemblies, an atrium enclosure element, or areas of refuge. In addition, the building exterior must have protected opening as set forth by CBC Chapter 7. Identify smoke/fire dampers per CBC § 716.4, as adopted by the MPMC.
73. A minimum of one rated stairwell must extend to the roof per CFC § 504.3, as adopted by the MPMC.
74. Provide approved stairway identification signs located approximately 5-feet above the floor landing, at each floor level, and in all enclosed stairways in buildings three or more stories in height. Provide stairway identification signs for review and approval by the Fire Department per CFC §§ 1022.8 and 1022.8.1, as adopted by the MPMC.

75. Every guest room must have clearly visible emergency procedures information printed on a floor plan representative of the floor level and posted on the interior of each entrance door per CFC § 404.7.2, as adopted by the MPMC.
76. A minimum of one elevator providing general stretcher dimensions and extending to the top floor must be provided per CBC § 3002.4a, as adopted by the MPMC.
77. Fire protection, including fire apparatus access roads and water supplies for fire hydrant must be installed and made serviceable before and during the time of construction per the CFC § 501.4, as adopted by the MPMC.
78. Marking of fire apparatus access roads and approved signs must be provided to identify such roads and prohibits the obstruction thereof or both that include the words NO PARKING – FIRE LANE per CFC § 503.3, as adopted by the MPMC.
79. An approved number or address must be provided on all new and existing buildings in such a position as to be plainly visible and legible from the street or road fronting the property. Numbers must be a minimum of 6-inch high by ½-inch stroke and be a contrasting background per CFC § 505.1, as adopted by the MPMC.
80. The suite address designation must be installed on or near all exterior doors of the suite in 3-inch high numbers or letters on a contrasting background per CFC § 505.1, as adopted by the MPMC.
81. All rated exit stairwells must have keyed exterior doors on the ground level. Knox boxes must be provided adjacent to all exit stairwell exterior doors at approved locations. A Knox box must also be provided adjacent to the main entrance at an approved location per CFC § 506.1, as adopted by the MPMC.
82. Fire/Smoke dampers, when required, must be interconnected to the Fire Alarm (if the building is equipped with a fire alarm system). A separate plan submittal and permit is required for the alarm work as per CFC § 901.2.1, as adopted by the MPMC.
83. Any fire sprinkler system installation or modification requires a separate plan check submittal and approval. Work cannot commence until a fire permit is obtained. Inspection of the rough piping must be performed before being concealed. Ceiling tiles and/or dry wall must not be installed unless approved by the Fire Inspector per CFC § 901.2, as adopted by the MPMC.
84. Any fire alarm and/or fire sprinkler system monitoring installation or modification requires a separate plan check submittal and approval by the Fire Chief, or designee. Work cannot commence until a fire permit is obtained. Inspection of the system must be performed and subject to acceptance tests before operation per CFC § 907.1.1, as adopted by the MPMC.

85. Other fire protection systems and appurtenances (e.g., commercial cooking operations for hood fire suppression, underground fire line, standby power systems, FM-200) installation or modification requires a separate plan check submittal and approval. Inspection of the system must be performed and subject to acceptance tests before operation per CFC § 904.1, as adopted by the MPMC.
86. A two-way approved Fire Department communication system must be provided for Fire Department use. It must operate between the main control room and elevators, elevator lobbies, emergency and standby power rooms and at entries into enclosed stairways per CFC §§ 907.2.13.2 and 914.3.4, as adopted by the MPMC.
87. Emergency responder radio coverage must be provided per CFC § 510.1 and MPMC § 17.02.110.
88. Provide a minimum of one standpipe system for use during construction. Such standpipe must be installed when the progress of construction is not more than 40 feet in height above the lowest level of fire department access per CFC § 1413, as adopted by the MPMC.
89. Provide a parking space clearly labeled and reserved for "Fire and Police Vehicles" on the ground floor. This parking space must be located within close proximity of the business. The location of the parking space is subject to the approval of the Fire Chief and Police Chief, or designees.
90. The owner of the protected premises will be responsible for all annual inspection, testing, and maintenance for all fire protection systems and their appurtenances within the protected premises in accordance to their referenced national standards and submit said reports annually to the Fire Chief, or designee, one year after commissioning of each system. The Fire Chief, or designee, will review the annual reports that will be subject to a fee for review and inspections as deemed required by the Fire Chief per CFC § 901.1.1, as adopted by the MPMC.
91. An on-site Fire Inspector may be required for this project at no expense to the City for the duration of the project construction as determined by the Fire Chief, or designee. The on-site inspector must be approved by the Fire Chief, or designee.
92. A CBC and egress analysis report of the applicable portions of the 2016 California Fire and Building code must be prepared by a qualified and licensed professional. The report will bear the stamp of a registered design professional to analyze the fire safety properties of the design, operation, or use of the building or premise and the facilities and appurtenances for review by the fire code official without charge to the City per CFC § 104.7.2, as adopted by the MPMC.

POLICE:

93. Exterior lighting must be in full operation at all times.
94. The property owner must hire and private security for the entire complex. The private security company must be properly licensed and meet all the criteria and legal obligations to operate a private security company. There must be a minimum of two security guards on the premises at all times. The Police Chief, or designee, has the authority to increase or decrease the number of security guards as the situation calls for.
95. All major common areas of the locations, including all parking areas, must be covered by security video cameras. All security cameras must operate 24-hours a day, seven days a week. All cameras must record onto a recording medium and all recordings must be maintained in a secure and locked enclosure. Security video cameras must be installed at all the entrance/exits and must be positioned to capture the faces of people entering and exiting. All recordings must be maintained for a minimum of 30 days. All recordings must be made readily available for any law enforcement official who requests the recording(s) for official purposes. If the Police Chief, or designee, determines that additional security cameras are required, the management must comply with the direction within 7 days. Also, access to all security video cameras must be made available to the Police Chief, or designee, via the internet, by providing the IP address for all cameras. The Police Chief, or designee, can also require a change in the position of the video cameras if it is determined that the position of the camera does not meet security needs. The management must comply with the request within 7 days. A comprehensive security plan must be submitted to the Police Chief, or designee, for final review and approval before the project opening.
96. The applicant/property owner must install an adequate alarm system in the hotel office, hotel front desk area, and any fixed money handling areas. The alarm system will be a deterrent to criminal activity, and allow notification of the Police Department in the event of any such attempt. The type of alarm system installed must be connected with the alarm company, and the system must have the capability to distinguish if the need for the police service is for a robbery or burglary. The hotel must obtain an alarm permit from the Police Department.
97. At no time can any hotel room be rented at any rate other than a daily rate, or any length of time that is in conflict with applicable law.
98. The permittee must keep a record of all people renting rooms from the hotel. At a minimum the following information must be obtained, name, driver's license, identification number, and make, year, and license plan of vehicle (if applicable). This information must be made available to any police officer, upon demand.

99. The permittee will work with the Police Department to identify a designated area on the property where emergency vehicles may park within close proximity of the business complex when responding for calls for service at the location. This area can be designated at a later time but must be subject to the approval of the Chief of Police.
100. Any gate code/key must be provided to the Police Department so that access can be made in case of emergencies.
101. Access to the roof of the hotel building will be locked and secured. Access to the roof will be restricted to maintenance personnel, building management, or other authorized personnel.
102. All businesses in the complex are encouraged to join and participate in the Monterey Park Police Department's Business Watch Program; a fee service designed to educate businesses about minimizing criminal activity. The Community Relations Bureau can be contacted at (626) 307-1215
103. The shrubbery on the property must be installed and maintained in such a condition as to not restrict visibility from the street or easily conceal persons.
104. The sale of alcoholic beverages for consumption off the premise is prohibited.
105. Food service for the restaurant is required at all hours that the establishment is open for business.
106. The quarterly gross sales of alcoholic beverages cannot exceed the gross sales of food during the same period.
107. The manager/owner is responsible for maintaining the property free of litter and graffiti.

By signing this document, the authorized representative of Pacific Plaza LLC, certifies that he or she has read, understood, and agrees to the Project Conditions listed in this document.

Name:

Title:

On behalf of Pacific Plaza LLC, Applicant

ATTACHMENT 2

Subdivision Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
City of Monterey Park
320 W Nemwark Ave
Monterey Park, CA 91754

No fee per Government Code § 6103

SUBDIVISION IMPROVEMENT AGREEMENT

MAP NO. 74409

THIS AGREEMENT ("Agreement") is made and entered into this 20th day of March 2019, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY") and Pacific Plaza Monterey Park, LLC, A California Limited Liability Company (LLC) ("SUBDIVIDER").

The Parties agree as follows:

1. **RECITALS.** This Agreement is made with reference to the following facts and objectives:

- A. SUBDIVIDER presented CITY with a final subdivision map on land identified as Map No. 74409 ("Map").
- B. SUBDIVIDER requested that CITY approve the Map before construction and completion of improvements including, without limitation, streets, public ways, grading, and public utility facilities ("Improvements") which are part of or appurtenant to the subdivision ("Subdivision") identified on the Map. The Improvements must be constructed in accordance with plans and specifications on file with CITY.
- C. This Agreement is entered into in accordance with the Subdivision Map Act ("Act") and applicable ordinances adopted by CITY including, without limitation, as codified in the Monterey Park Municipal Code ("MPMC").

2. **CONSTRUCTION OF IMPROVEMENTS.** At its sole cost and expense, SUBDIVIDER agrees to furnish the equipment, labor and materials necessary to complete the Improvements on the Map set forth in attached Exhibit "A," which is incorporated by reference, and such other improvements required by CITY regulations

and/or the City Council when approving the Map. All of the above work, together with appurtenances, contingencies and engineering costs, are more particularly shown on the improvement plans for the Map. In addition, SUBDIVIDER agrees that because of Resolution No. 03-17, that it will construct and maintain the improvements identified in Exhibit "A," in the manner set forth in Public Works Permit No. PW 17-00194 which is incorporated by reference.

3. ESTIMATED COST OF IMPROVEMENTS. The parties agree that the estimated cost of grading and offsite improvement work is \$1,737,687.50.

4. COMPLETION. SUBDIVIDER must complete all Improvements within 24 months after recording the Map or within such further time as may be granted by the City Council.

5. COMPLETION BY CITY. Should SUBDIVIDER fail to complete the Improvements within the time for completion, CITY, at its option, may enter onto SUBDIVIDER's property to complete the Improvements at SUBDIVIDER's cost.

6. WARRANTY OF IMPROVEMENT PLANS. SUBDIVIDER warrants that the plans and specifications for the Improvements comply with the tentative map approval and the master plan for the Subdivision previously approved by CITY's Planning Commission and the City Council, together with all conditions made a part of such approval(s). SUBDIVIDER further warrants that the plans and specifications can be relied upon to accomplish the improvement work covered by this Agreement in a good, workmanlike manner and in accordance with accepted construction practices. Should the plans and specifications at any time before final acceptance of the Improvements prove to be inadequate in any respect, SUBDIVIDER agrees to make such changes deemed necessary by CITY to accomplish improvement work in a good, workmanlike manner and in accordance with accepted construction practices. SUBDIVIDER further agrees to make or cause to be made such engineering, soils and other reports as may be required by CITY.

7. CITY NOT LIABLE FOR PLANS AND SPECIFICATIONS. CITY is not an insurer or surety for the design or construction of the Subdivision. And no CITY official, officer, or employee is liable or responsible for any claim arising during construction of the Subdivision or Improvements, unless it can be shown that such person specifically directed that the Subdivision or Improvement be accomplished in a manner contrary to the wishes and desires of SUBDIVIDER, and SUBDIVIDER filed a written objection with the City Engineer before commencing such work or Improvement.

8. WARRANTY OF WORK. SUBDIVIDER warrants that the Improvements will be constructed in a manner consistent with CITY's specifications and the residentially reasonable industry standards. Should any Improvement fail to comply with this warranty or any other provision of this Agreement within one year after CITY's final acceptance, SUBDIVIDER must, without delay and without cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the

Improvements. Should SUBDIVIDER fail to comply with this warranty or any other provision of this Agreement for 30 days after receipt of written notice from the City or should the exigencies of the case require repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, at its option, make the necessary repairs or replacements or perform the necessary work and SUBDIVIDER must pay to CITY the actual cost of such repairs plus 15% for CITY's administrative overhead costs. This Section is not a waiver of any other right CITY may have for correcting faulty workmanship or defective materials.

9. REPAIRS AND REPLACEMENTS. Until the CITY's acceptance of any public improvements hereunder, SUBDIVIDER must replace/repair, as appropriate, all pipes and monuments shown on the Map destroyed or damaged by SUBDIVIDER's actions and to replace/repair, as appropriate, any property damaged or destroyed by SUBDIVIDER. Any such repair or replacement must be completed in accordance with the Permits.

10. CITY'S RIGHT OF ENTRY. SUBDIVIDER grants City a license to enter SUBDIVIDER's property to inspect the improvements constructed by SUBDIVIDER and to ensure compliance with this Agreement.

11. CONTRACT SECURITY.

- A. Concurrently with the execution of this Agreement, SUBDIVIDER must furnish:
 - i. A surety bond in an amount equal to at least one 100% of the estimated cost of improvements as security for the faithful performance of this Agreement;
 - ii. A separate surety bond in an amount equal to at least 50% of the contract price for said improvements as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement.

12. MAINTENANCE BONDS.

- A. Except as to the Street, the bonds referred to in Section 11 will not be released until a surety bond guaranteeing the warranty requirements of Section 8 in the amount of at least ten percent of the sum shown in Section 3 is filed with CITY. The maintenance bond will be released one year from the date of final acceptance of the Improvements.

13. PERFORMANCE BY CITY OR SURETY.

- A. Should SUBDIVIDER fail to construct the improvements in the manner and at such locations as specified within the time requirements of this Agreement, or if SUBDIVIDER is not carrying out the intent of this Agreement, CITY may serve written notice upon SUBDIVIDER and the surety on SUBDIVIDER's faithful performance bond demanding satisfactory compliance with this Agreement.
- B. Should CITY serve such written notice, CITY may do any one, or combination of, the following:
 - i. Serve written notice upon the surety on its faithful performance bond demanding satisfactory compliance with this Agreement. In such event the surety must, within five days, assume control and construct the Improvements as SUBDIVIDER's successor;
 - ii. CITY may construct the improvements itself, or by contract, at SUBDIVIDER's expense on a time a materials basis. In such event, CITY may take possession of and utilize in completing improvement construction, materials, appliances, and other property belonging to SUBDIVIDER as may be on the site of the work without liability to CITY. SUBDIVIDER's surety will be liable to CITY for any excess cost of damages incurred by CITY.
- C. Nothing in this Section waives, or serves as a limitation upon, any additional remedy CITY may have under this Agreement or applicable law.

14. SURETY BOND TO INCLUDE LETTER OF CREDIT. The term "surety bond" also includes such other acceptable security, such as letters of credit or cash deposit agreements issued by responsible financial institutions, which are approved by the City Attorney. The term "surety" includes the issuer of any letter of credit or cash deposit agreement, which is acceptable to CITY as security for the performance of this Agreement. Sureties must be admitted to do business in California.

15. BEST MANAGEMENT PRACTICES. SUBDIVIDER agrees to use best management practices ("BMPs"), as that term is defined under applicable law including, without limitation, the Monterey Park Municipal Code, in constructing the improvements anticipated by this Agreement. SUBDIVIDER's failure to comply with the terms of this Section constitutes a material breach of this Agreement.

16. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by SUBDIVIDER under this Agreement are CITY's property. SUBDIVIDER may retain copies of said documents and materials as desired, but must deliver all original documents regarding public improvements to CITY upon CITY's acceptance of the public improvements and written request.

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

18. CASH CHARGES. SUBDIVIDER must pay to CITY in cash such subdivision fees that are established by ordinance or by the City Council in conferring approval or extension of time to the Subdivision.

19. INDEMNIFICATION.

- A. SUBDIVIDER indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, SUBDIVIDER must defend CITY (at CITY's request and with counsel satisfactory to CITY) and indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.
- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.
- C. The Parties agree that this section will survive the termination of this Agreement.
- D. The requirements as to the types and limits of insurance coverage to be maintained by SUBDIVIDER, and any approval of such insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by SUBDIVIDER pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

20. INSURANCE.

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

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability:	\$2,000,000
Professional Liability	\$2,000,000
Workers compensation	statutory requirement

- B. Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name CITY, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon 30 days prior written notice to CITY.
- C. Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," SUBDIVIDER will continue to renew the insurance for a period of three years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover SUBDIVIDER for all claims made by CITY arising out of any errors or omissions of SUBDIVIDER, or its officers, employees or agents during the time this Agreement was in effect.
- D. SUBDIVIDER must furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide 30 day notice of any cancellation of coverage. SUBDIVIDER will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

21. NOTICES.

- A. All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Notice sent by mail will be addressed as follows:

The City

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

To Subdivider

Pacific Plaza Monterey Park LLC
1611 S. Garfield Ave,
Alhambra, CA 91801

- B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.
- C. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

22. COMPLIANCE WITH LAW. SUBDIVIDER will comply with all laws applicable to this Agreement including, without limitation, federal, state, and local laws requiring permitting and licenses. All such compliance will be at SUBDIVIDER's own cost.

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

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

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

26. WAIVER. Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

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

28. AUTHORITY/MODIFICATION. This Agreement is subject to and conditioned upon approval and ratification by the Monterey Park City Council. This Agreement is not binding upon CITY until executed by the City Manager. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. CITY's City Manager may execute any such amendment on behalf of CITY.

29. BINDING UPON SUCCESSORS. The terms of this Agreement constitute a burden and benefit upon the Property. Accordingly, this Agreement will be recorded and the term will run with the Property and become binding upon SUBDIVIDER's heirs, successors and assigns.

30. ENTIRE AGREEMENT. This Agreement constitutes the sole agreement between SUBDIVIDER and CITY respecting the maintenance of the Property's common areas and correctly sets forth the obligations of SUBDIVIDER and CITY. There are no other understandings, terms or other agreements expressed or implied, oral or written.

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

CITY OF MONTEREY PARK,
a municipal corporation.

Pacific Plaza Monterey Park LLC,

Ron Bow, City Manager

James Chou, Manager

City Council Approval: _____

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, CITY ATTORNEY

By: _____
Karl H. Berger, Assistant City Attorney

EXHIBIT A

Map No. 74409

All improvements marked are included:

- (X) Public street improvements including grading, paving, curbs, gutter, sidewalks, ADA curb ramps, traffic control devices, street name signs, street lights, street landscaping, and appurtenances, as set forth in plans entitled "Grading and Drainage Plan," prepared by EGL, approved as PW 17-00194.
- (X) Domestic water supply system, including service laterals, fire hydrants, and appurtenances.
- (X) Lot grading including land clearing, earth moving compaction, import or export of soil, and appurtenances.
- (X) Off-street landscaping including trees, bushes, shrubs, turf, irrigation system, and appurtenances.
- (X) Street overlay including asphalt overly to the full width of Chandler Avenue, from Emerson Avenue to the north property line of the project existing improvements. The overlay must be rubberized asphalt mix design, restore all traffic striping and markings.

ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On March 5, 2019 Before me, TRACEY Y. OKUBO

A Notary Public personally appeared JAMES CHOU

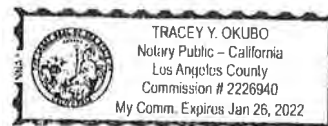
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Signature


Tracey Y. Okubo



(Seal)

ATTACHMENT 3

Final Map 74409

4 LOTS
84,644 SQ. FT.

SHEET 1 OF 6 SHEETS

VESTING TRACT NO. 74409

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

BEING A SUBDIVISION OF LOTS 273 AND 296, AND PORTION OF LOT 295 OF RAMONA ACRES PLAT NO. 2, AS PER MAP RECORDED IN BOOK 16, PAGES 134 AND 135 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

FOR CONDOMINIUM PURPOSES

OWNER’S STATEMENT:

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

WE HEREBY OFFER TO DEDICATE TO THE CITY OF MONTEREY PARK TO THE PUBLIC USE ALL STREETS, HIGHWAYS AND OTHER PUBLIC WAYS AS SHOWN ON SAID MAP.

PACIFIC PLAZA MONTEREY PARK, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (OWNER)

BY: _____
MANAGER

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

STATE OF CALIFORNIA)
COUNTY OF _____)

ON _____, BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED

_____, WHO PROVED
TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND
ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN
HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR
SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON
BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____
NAME PRINTED _____
MY COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____
MY PRINCIPAL PLACE OF BUSINESS IS IN _____
COUNTY _____

CONDOMINIUM NOTE:

THIS SUBDIVISION IS APPROVED AS A MIXED-USE CONDOMINIUM PROJECT FOR 84 RESIDENTIAL UNITS AND A HOTEL, A RESTAURANT IN 4 LOTS, WHEREBY THE OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS THAT WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS.

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

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

BY _____
DEPUTY _____ DATE _____

SURVEYOR’S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PACIFIC PLAZA MONTEREY PARK, LLC ON JANUARY 4, 2016. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED; AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

ALFRED J. THELWELL DATE
LS 6999 EXPIRES: 9/30/2019



BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING S00°32'10"E OF THE CENTERLINE OF CHANDLER AVENUE AS SHOWN ON TRACT NO. 41569, FILED IN BOOK 1007, PAGES 90 AND 91, OF MAPS, RECORDS OF SAID COUNTY.

CITY ENGINEER’S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE LOCAL SUBDIVISION ORDINANCES OF THE CITY OF MONTEREY PARK APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT THIS MAP IS TECHNICALLY CORRECT WITH RESPECT TO CITY RECORDS.

DATE _____ MARK A. McAVOY, R.C.E. C68361
EXPIRATION DATE: 9/30/2019
CITY ENGINEER
CITY OF MONTEREY PARK

CITY TREASURER’S CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF MONTEREY PARK TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

DATE _____ CITY TREASURER – CITY OF MONTEREY PARK

PLANNING DIRECTOR’S CERTIFICATE:

I HEREBY CERTIFY THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED TENTATIVE MAP AS APPROVED BY THE CITY OF MONTEREY PARK PLANNING COMMISSION ON SEPTEMBER 8, 2015 AND ALL CONDITIONS OF APPROVAL HAVE BEEN MET.

DATE _____ PLANNING DIRECTOR–CITY OF MONTEREY PARK

CITY CLERK’S CERTIFICATE:

I, _____, CITY CLERK OF THE CITY OF MONTEREY PARK DO HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE COUNCIL AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____, AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP. SAID COUNCIL ALSO DID ACCEPT ON BEHALF OF THE PUBLIC, THE DEDICATION OF ATLANTIC BOULEVARD AS SHOWN ON SAID MAP.

DATE _____ VINCENT CHANG – CITY CLERK
CITY OF MONTEREY PARK

CONTRACT CITY SURVEYOR’S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT COMPLIES WITH ALL PROVISIONS OF THE STATE LAW APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT CERTIFIED BY THE CITY ENGINEER.

GEORGE G. BOGHOSSIAN AND ASSOC. INC.

DATE _____ PAUL R. CHARLTON, R.C.E. 27759
EXPIRATION DATE: 03/31/2020
CONTRACT CITY SURVEYOR
CITY OF MONTEREY PARK

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO. 74409 AS REQUIRED BY LAW.

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

BY _____
DEPUTY _____ DATE _____

VESTING TRACT NO. 74409

SHEET 2 OF 6 SHEETS

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

OWNER'S STATEMENT:

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

WE HEREBY OFFER TO DEDICATE TO THE CITY OF MONTEREY PARK TO THE PUBLIC USE ALL STREETS, HIGHWAYS AND OTHER PUBLIC WAYS AS SHOWN ON SAID MAP.

PACIFIC PLAZA MONTEREY PARK, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (OWNER)

SIGNATURE OMISSION NOTE:

THE SIGNATURE(S) OF THE PARTIES NAMED HEREINAFTER AS OWNER OF THE INTEREST SET FORTH HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE(S) ARE NOT REQUIRED BY THE LOCAL AGENCY:

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR POLES AND INCIDENTAL PURPOSES BY DOCUMENT RECORDED SEPTEMBER 24, 1956 IN BOOK 52385, PAGE 180 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES BY DOCUMENT RECORDED DECEMBER 23, 1977 AS INSTRUMENT NO. 77-1421359 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

PACIFIC BELL TELEPHONE COMPANY, DBA AT&T CALIFORNIA, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES BY DOCUMENT RECORDED MAY 13, 2009 AS INSTRUMENT NO. 20090708015 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

INTER URBAN WATER COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES BY DOCUMENT RECORDED APRIL 1906 IN BOOK 2637 PAGE 217 OF DEEDS, RECORDS OF LOS ANGELES COUNTY. SAID EASEMENT IS INDETERMINATE IN NATURE.

THE SIGNATURE(S) OF THE OWNER OF THE INTEREST SET FORTH HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a) (3) (C) OF THE SUBDIVISION MAP ACT:

MERCHANTS PETROLEUM COMPANY, OWNER OF SUBSURFACE OIL AND GAS PRODUCTS PER DOCUMENTS RECORDED DECEMBER 19, 1955 AS INSTRUMENT NO. 4246 IN BOOK 49834, PAGE 290, AND DECEMBER 20, 1955 AS INSTRUMENT NO. 3539 IN BOOK 49845, PAGE 317, BOTH OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

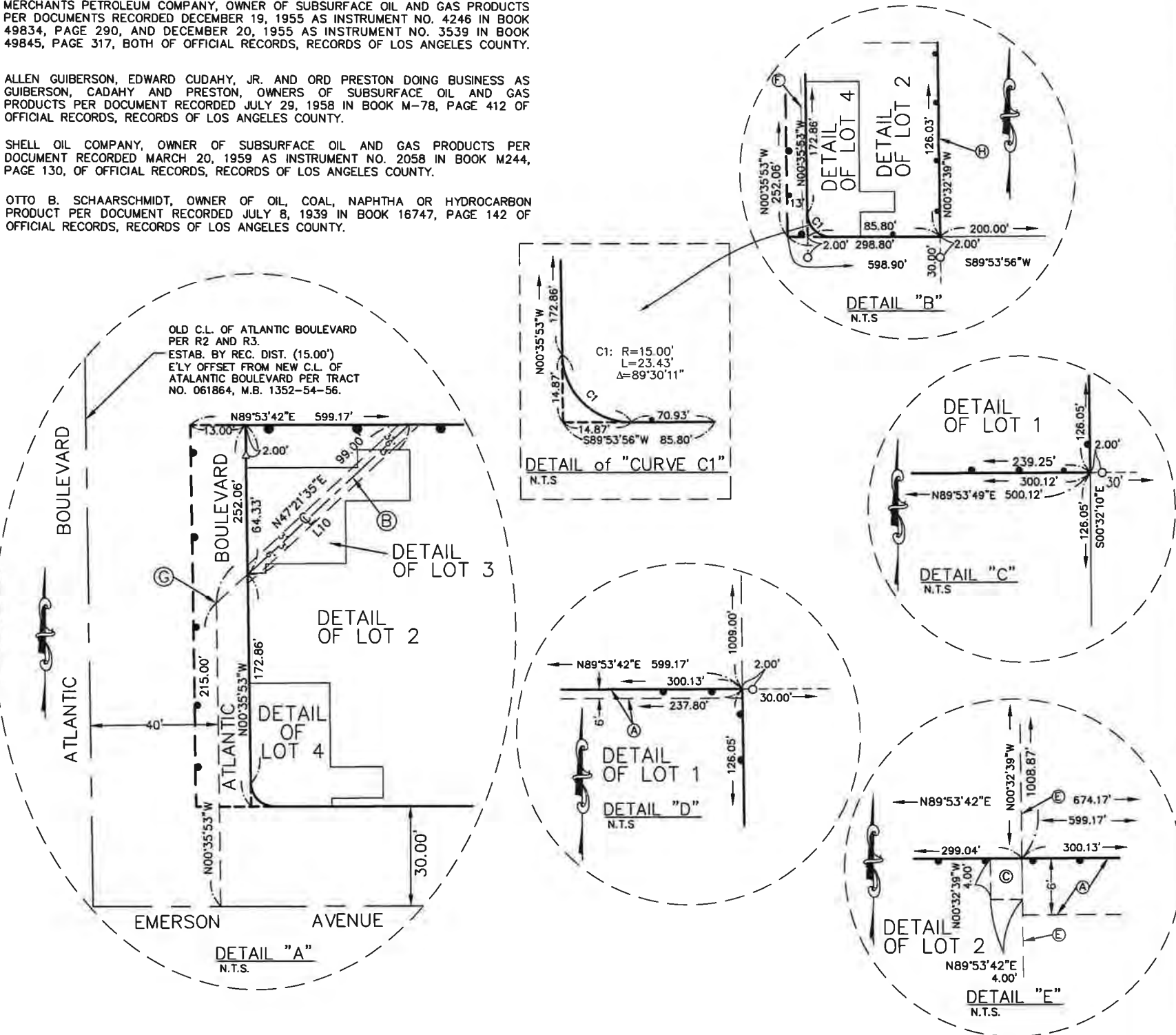
ALLEN GUIBERSON, EDWARD CUDAHY, JR. AND ORD PRESTON DOING BUSINESS AS GUIBERSON, CADAHY AND PRESTON, OWNERS OF SUBSURFACE OIL AND GAS PRODUCTS PER DOCUMENT RECORDED JULY 29, 1958 IN BOOK M-78, PAGE 412 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

SHELL OIL COMPANY, OWNER OF SUBSURFACE OIL AND GAS PRODUCTS PER DOCUMENT RECORDED MARCH 20, 1959 AS INSTRUMENT NO. 2058 IN BOOK M244, PAGE 130, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

OTTO B. SCHAARSCHMIDT, OWNER OF OIL, COAL, NAPHTHA OR HYDROCARBON PRODUCT PER DOCUMENT RECORDED JULY 8, 1939 IN BOOK 16747, PAGE 142 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

LEGEND:

- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.
- (A) 6' WIDE EASEMENT OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED SEPTEMBER 24, 1956 IN BOOK 52385, PAGE 180 OF O.R.
 - (B) CENTERLINE OF 6' WIDE EASEMENT SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED DECEMBER 23, 1977 AS INSTRUMENT NO. 77-1421359 O.R. ESTAB. PER SAID DEED.
 - (C) 4'X4' EASEMENT OF PACIFIC BELL TELEPHONE COMPANY DBA AT&T CALIFORNIA PER DOCUMENT RECORDED MAY 13, 2009 AS INSTRUMENT NO. 20090708015 O.R.
 - (D) E'LY LINE OF LOTS 265 THROUGH 274, INCLUSIVE, OF RAMONA ACRES PLAT NO. 2, M.B. 16-134-135.
 - (E) E'LY LINE OF LOTS 295 THROUGH 304, INCLUSIVE, OF RAMONA ACRES PLAT NO. 2, M.B. 16-134-135. ESTAB. BY PRORATION PER SAID PLAT.
 - (F) E'LY LINE ATLANTIC BLVD PER *. ESTAB PER SAID *.
 - (G) POINT OF BEGINNING OF (B).
 - (H) W'LY LINE OF THE LAND DESCRIBED IN DEED RECORDED JAN. 4, 2001 AS INSTRUMENT NO. 01-0019736. ESTAB. PER SAID DEED. ACCEPTED AS THE E'LY LINE OF INST. NO. 20170135381 REC. FEB. 01, 2017.
 - (I) W'LY LINE OF LOTS 295 THROUGH 304, INCLUSIVE, OF RAMONA ACRES PLATNO. 2, M.B. 16-134-135.
- O SET LEAD AND TAG, TAGGED LS 6999, FLUSH, OR OTHERWISE NOTED.
X SET SPIKE AND WASHER, TAGGED LS 6999.
Δ SET LEAD AND TAG IN CONCRETE, TAGGED LS 6999, FLUSH.



SCALE 1"=50'

SHEET 3 OF 6 SHEETS

VESTING TRACT NO. 74409

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

FOR CONDOMINIUM PURPOSES

SEE LOTS DETAILS AND SECTIONS ON SHEETS 4, 5, AND 6

LEGEND:

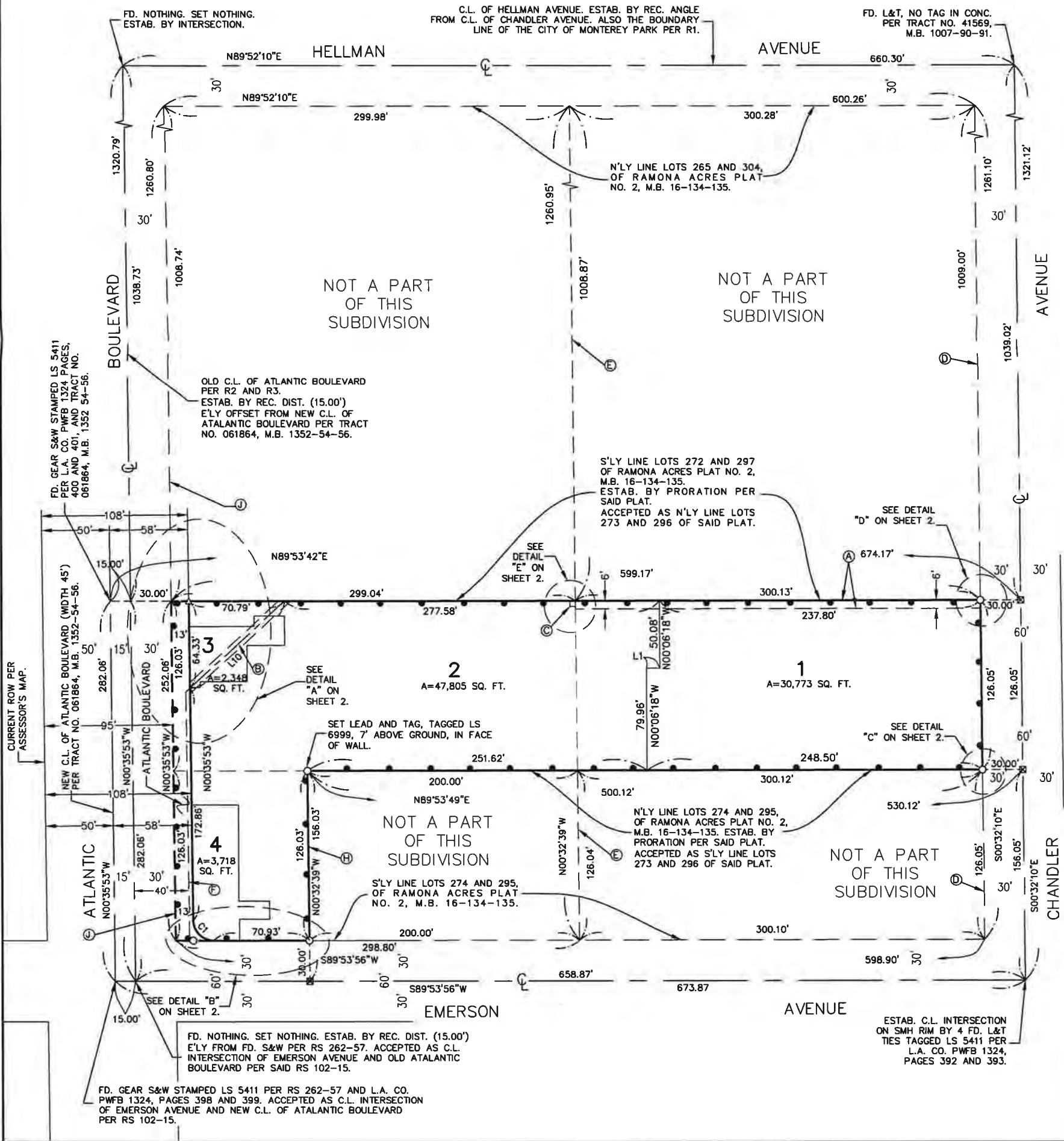
INDICATES THE BOUNDARY OF THE LAND
BEING SUBDIVIDED BY THIS MAP.

- Ⓐ 6' WIDE EASEMENT OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED SEPTEMBER 24, 1956 IN BOOK 52385, PAGE 180 OF O.R.
- Ⓑ CENTERLINE OF 6' WIDE EASEMENT SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED DECEMBER 23, 1977 AS INSTRUMENT NO. 77-1421359 O.R. ESTAB. PER SAID DEED.
- Ⓒ 4'x4' EASEMENT OF PACIFIC BELL TELEPHONE COMPANY DBA AT&T CALIFORNIA PER DOCUMENT RECORDED MAY 13, 2009 AS INSTRUMENT NO. 20090708015 O.R.
- Ⓓ E'LY LINE OF LOTS 265 THROUGH 274, INCLUSIVE, OF RAMONA ACRES PLAT NO. 2, M.B. 16-134-135.

- Ⓔ E'LY LINE OF LOTS 295 THROUGH 304, INCLUSIVE, OF RAMONA ACRES PLAT NO. 2, M.B. 16-134-135. ESTAB. BY PRORATION PER SAID PLAT.
- Ⓕ E'LY LINE ATLANTIC BLVD PER *. ESTAB PER SAID *
- Ⓖ POINT OF BEGINNING OF Ⓑ.
- Ⓗ W'LY LINE OF THE LAND DESCRIBED IN DEED RECORDED JAN. 4, 2001 AS INSTRUMENT NO. 01-0019736. ESTAB. PER SAID DEED. ACCEPTED AS THE E'LY LINE OF INST. NO. 20170135381, RECORDED FEB. 01, 2017.
- Ⓙ W'LY LINE OF LOTS 295 THROUGH 304, INCLUSIVE, OF RAMONA ACRES PLATNO. 2, M.B. 16-134-135.

- SET LEAD AND TAG, TAGGED LS 6999, FLUSH, OR OTHERWISE NOTED.
- ⊠ SET SPIKE AND WASHER, TAGGED LS 6999.
- △ SET LEAD AND TAG IN CONCRETE, TAGGED LS 6999, FLUSH.
- * DOCUMENT RECORDED SEPTEMBER 23, 1977 AS INSTRUMENT NO. 77-1421359 O.R.
- R1 - TRACT NO. 41569, M.B. 1007-90/91.
- R2 - R.S. 102-15.
- R3 - PARCEL MAP NO. 25013, P.M.B. 288-46/47.

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	15.00'	23.43'	89°30'11"



VESTING TRACT NO. 74409

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

LEGEND:

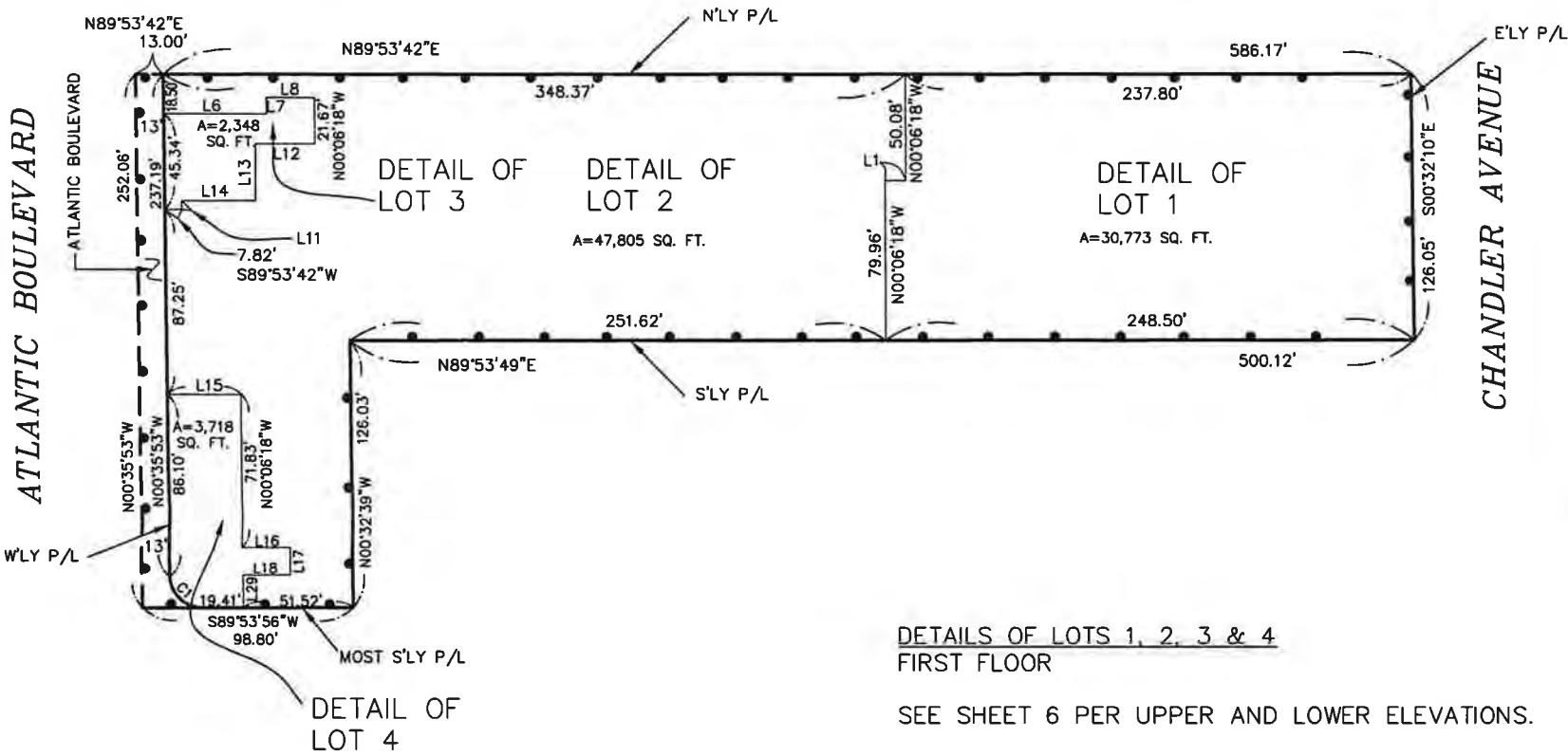
INDICATES THE BOUNDARY OF THE LAND
BEING SUBDIVIDED BY THIS MAP.

LOTS DETAILS

- ⓑ CENTERLINE OF 6' WIDE EASEMENT SOUTHERN CALIFORNIA
EDISON COMPANY PER DOCUMENT RECORDED DECEMBER
23, 1977 AS INSTRUMENT NO. 77-1421359 O.R.
ESTAB. PER SAID DEED.
- ⓒ POINT OF BEGINNING OF ⓑ.

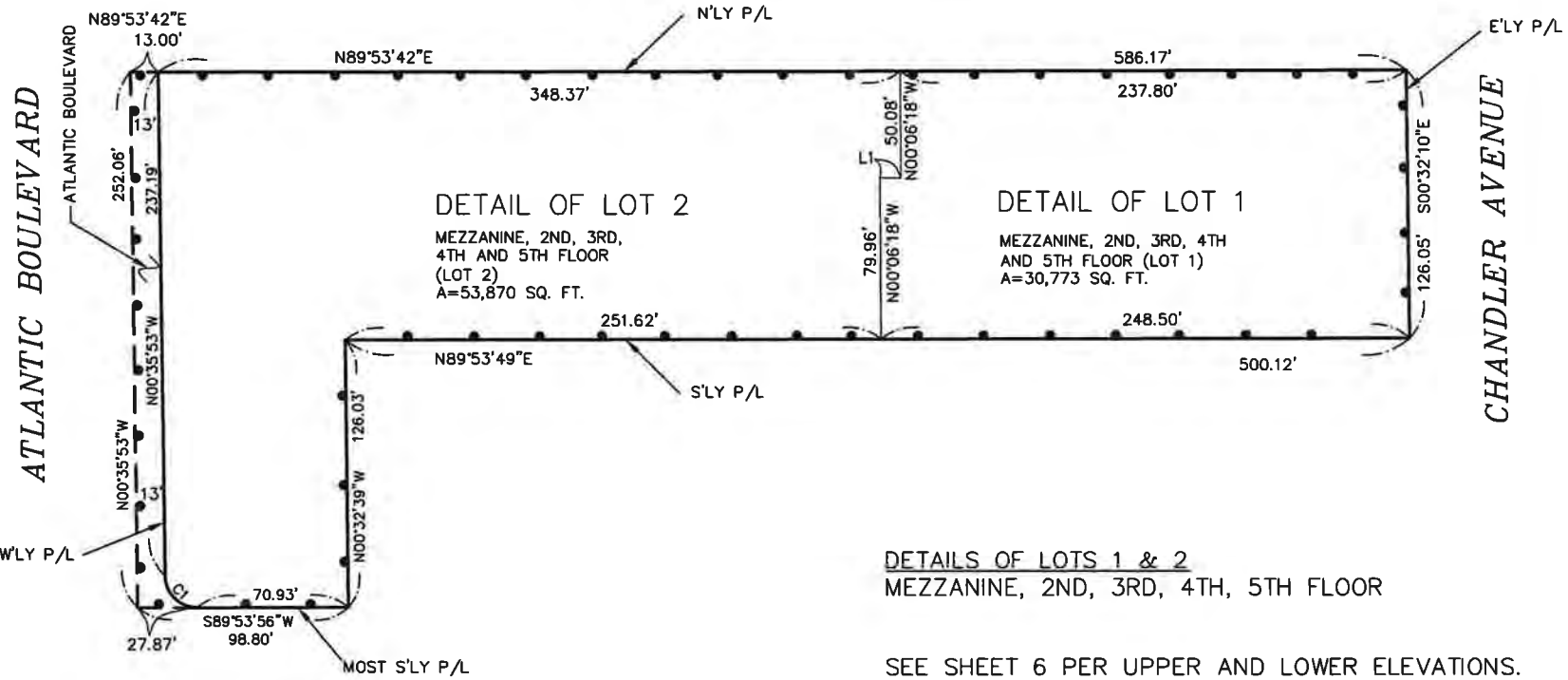
CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	15.00'	23.43'	89°30'11"

LINE TABLE		
LINE	LENGTH	BEARING
L1	9.75'	N89°53'42"E
L6	48.08'	S89°53'42"W
L7	7.58'	S00°06'18"E
L8	22.57'	N87°58'27"E
L10	95.15'	N47°21'35"E
L11	4.25'	S00°06'18"E
L12	27.83'	S89°53'42"W
L13	27.00'	S00°06'18"E
L14	34.58'	S89°53'42"W
L15	34.65'	S89°53'42"W
L16	22.67'	S89°53'42"W
L17	13.33'	N00°06'18"W
L18	22.17'	N89°53'42"E
L29	15.80'	N00°06'18"W



DETAILS OF LOTS 1, 2, 3 & 4
FIRST FLOOR

SEE SHEET 6 PER UPPER AND LOWER ELEVATIONS.



DETAILS OF LOTS 1 & 2
MEZZANINE, 2ND, 3RD, 4TH, 5TH FLOOR

SEE SHEET 6 PER UPPER AND LOWER ELEVATIONS.

VESTING TRACT NO. 74409

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

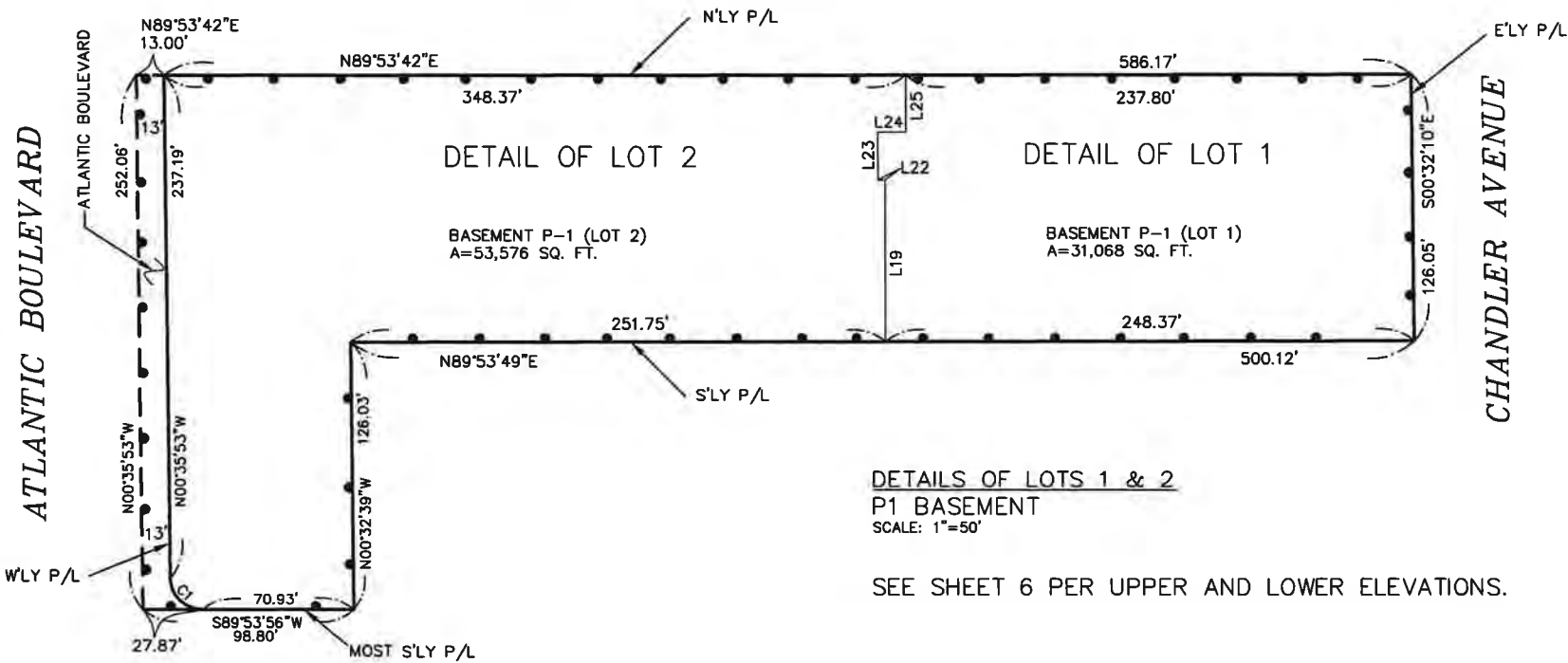
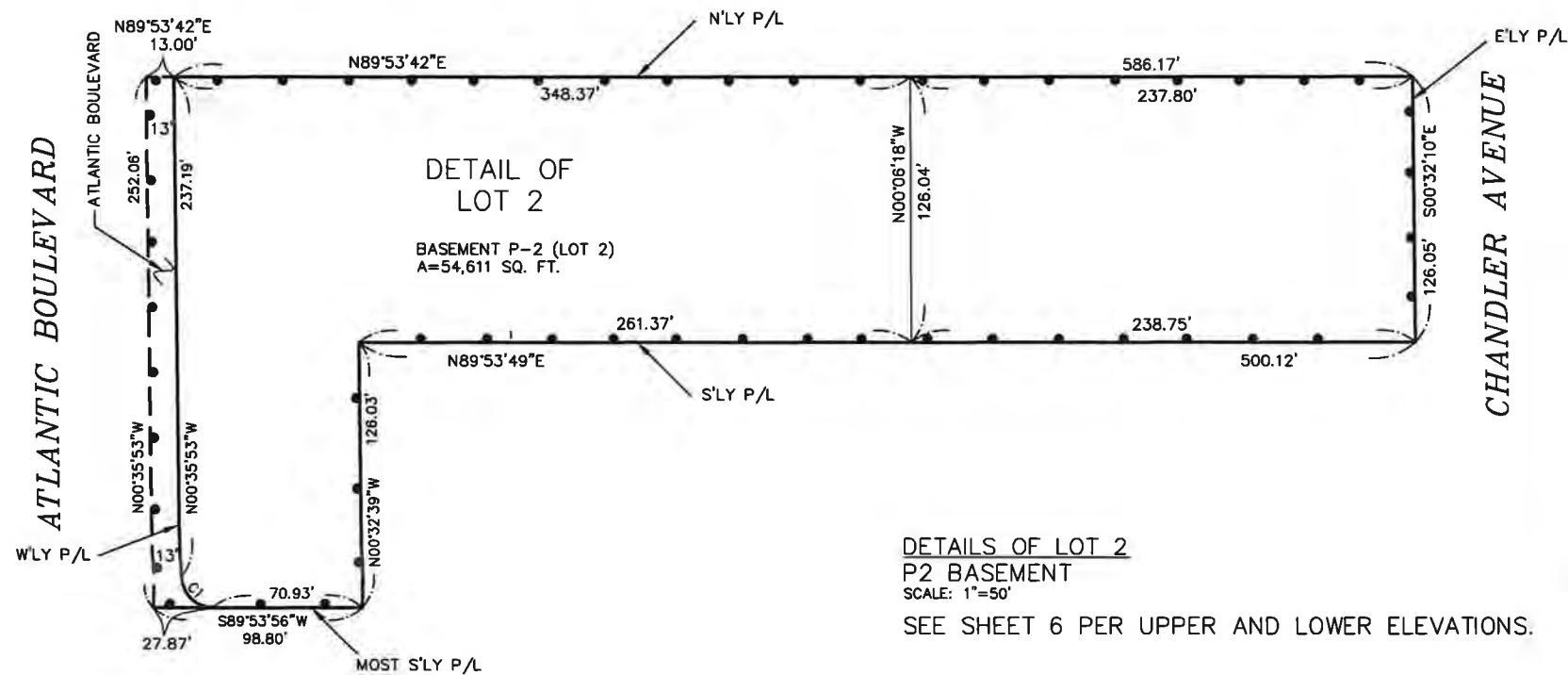
LOTS DETAILS

LEGEND:

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

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	15.00'	23.43'	89°30'11"

LINE TABLE		
LINE	LENGTH	BEARING
L19	77.20'	N00°06'18"W
L22	3.58'	S89°53'42"W
L23	22.17'	N00°06'18"W
L24	13.20'	N89°53'42"E
L25	26.67'	N00°06'18"W



VESTING TRACT NO. 74409

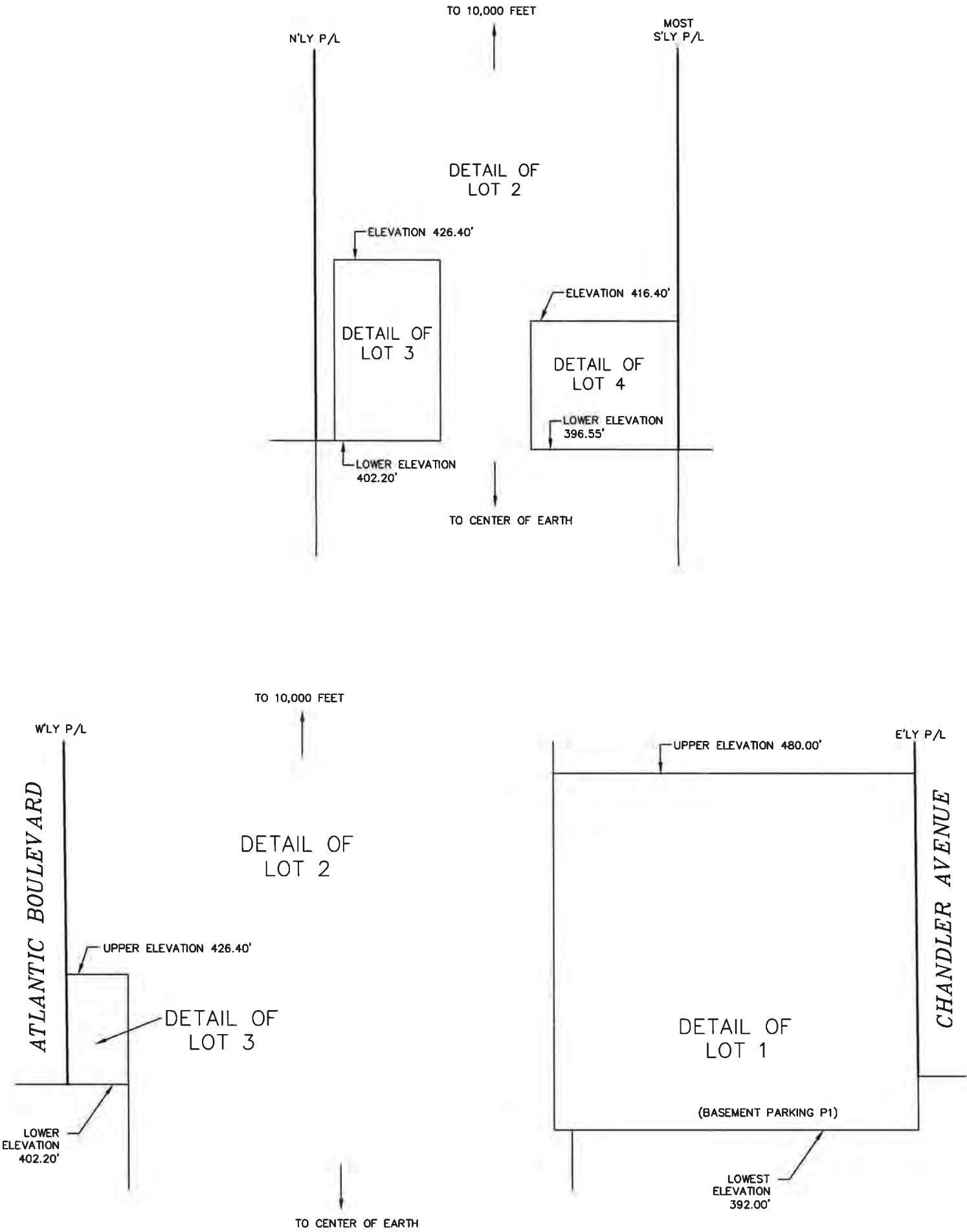
IN THE CITY OF MONTEREY PARK,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES

BENCH MARK

CITY BENCHMARK #14
GARVEY AVENUE AND ATLANTIC BOULEVARD 142.8' E.
OF THE CURB OF ATLANTIC BOULEVARD AND 1.8' S.
OF S. CURB OF GARVEY AVENUE IN A WELL
PROTECTED BY A CAST IRON COVER MARKED COUNTY
SURVEYOR MONUMENT. A STANDARD COUNTY SURVEY
MONUMENT "B.M. 31-17-1953 R.E. 63".

ELEV 1962 ADJUSTMENT 379.715

SECTIONS, UPPER AND LOWER ELEVATIONS





City Council Staff Report

DATE: March 20, 2019

AGENDA ITEM NO: Public Hearing
Agenda Item 4-A.

TO: The Honorable Mayor and City Council
FROM: Vincent D. Chang, City Clerk
SUBJECT: Public Hearing to Receive Input from the Community Regarding the Creation of a City Council District-Based Electoral System Pursuant to Elections Code §10010

RECOMMENDATION:

It is recommended that the City Council consider:

- (1) Conducting a Public Hearing to receive public testimony on the composition of districts for a district-based electoral system pursuant to Elections Code § 10010;
- (2) Providing direction to the City's demographer regarding the composition of districts for a district-based electoral system pursuant to Elections Code § 10010; and
- (3) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On November 7, 2018, the City Council adopted Resolution No. 12043 declaring its intent to transition from at-large to district-based elections for City Council commencing with the General Municipal Election in March 2020. Elections Code § 10010 requires that the City conduct four public hearings to receive community input on district boundaries and maps for the formation of City Council districts.

On December 19, 2018, the City Council conducted the second of four Public Hearings. Community input regarding the composition of district boundaries is summarized in Attachment 1.

Based on public input, the City Council's direction, and other legally required criteria, the City's Demographer evaluated and submitted the proposed draft maps for public review and comments. It is recommended that the City Council give direction regarding which final map product, with any necessary modifications, the City Council would like to consider at the March 6th City Council Meeting.

BACKGROUND

Since November 7th, the City engaged in outreach efforts to inform the public about district elections and the process associated with their formation. A webpage (www.MontereyPark.ca.gov/DistrictElections) was uploaded to provide information about district elections, including opportunities for when and how the public can be engaged (translations available). The official notice of Public Hearings was translated and published in the Monterey Park Press (English), La Opinión (Spanish), World Journal (Chinese), and Saigon Times (Vietnamese). In addition, a press release in multiple languages was sent via email to local media and subscribers, and an article was placed in the December 2018 and the February 2019 editions of the Monterey Park Cascade which was mailed to every residence in the City.

At the December 19, 2018 council meeting, the City Council directed staff to conduct additional outreach efforts to engage the community in the formation of city council districts. On the week of Jan. 14, 2019, a postcard, in multiple languages, providing notice of the formation of district based electoral system was mailed to each household in the City. The announcement was also emailed to City's Commissions and Board members. Additional, public participation kits were made available throughout city hall and an instructional video on how to use the participation tools was uploaded to the webpage as well. Persons calling for more information and request for the kit were mailed a public participation kit.

At the February 20, 2019 council meeting, the City Council continued the previously scheduled March 6, 2019 Public Hearing to March 20, 2019 and set the deadline of March 8, 2019 4:30 p.m. as the deadline for submittal of 5 districts maps. By consensus, the City Council eliminated Maps Nos. 1, 2, 6, 7, 8, 10, 11, 12, 13, 14, 15, and 16, for reasons including over or under 5 districts, population imbalance or may have protected class dilution or other challenges. The City Council moved forward for consideration at the next meeting Maps Nos. 3, 4, 5, 9, 17, and 18.

Leading up to the fourth public hearing, the City Clerk's office received multiple proposed draft maps. These maps were evaluated by the City's Demographer and are confirmed that they have met the standards established under the California Voting Right Act (CVRA) and Federal Voting Rights Act (FVRA). Attachment 2 includes newly proposed maps and maps carried over from the last meeting for review and public comments.

Elections Code § 10010 requires that modifications to the boundary maps be republished for public review at least seven days before City Council consideration. It is recommended that the City Council give direction regarding which final map product, with any necessary modifications, for consideration and adoption at the April 3, 2019.

Next Steps

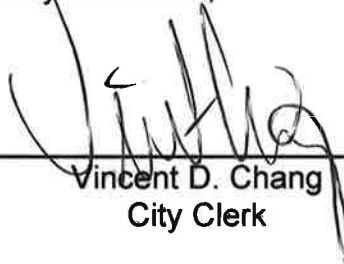
At the April 3, 2019 City Council Meeting, the City Council will conduct a 5th Public Hearing to adopt a preferred district map and to introduce an ordinance to transition to a district-based electoral system. The ordinance would take effect 30 days after its adoption and will govern the 2020 general municipal elections.

FISCAL IMPACT:

At the March 7, 2018 and December 5, 2018 City Council meetings, the Council allocated \$50,000 and \$10,000, respectively, for costs associated with district voting. The related costs are as follows:

NDC – Basic District Project Elements	\$21,500
NDC – In-person presentation (5 meetings)	\$10,000
NDC – Public Participation Kits	\$ 4,000
NDC – Database of demographic	\$ 2,000
Legal notices publication	\$ 6,000
Translations	\$ 2,000
Postcard – Printing, mailhouse, delivery	\$ 3,995
Postcard – Postage	\$ 3,823
Postcard – translation	<u>\$ 350</u>
Total	\$53,668

Respectfully submitted,



Vincent D. Chang
City Clerk

Prepared by:

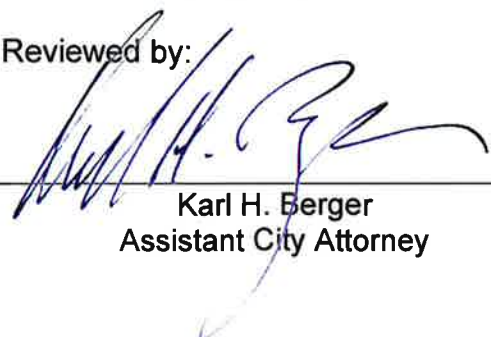


Cindy H. Trang
Deputy City Clerk

Reviewed by:



Ron Bow
City Manager



Karl H. Berger
Assistant City Attorney

Attachments:

1. February 20, 2019 City Council Meeting – Summary of Public Comments
2. Focus Maps for considerations
3. Maps not selected from February 20, 2018 City Council Meeting, including Maps 24 & 25

ATTACHMENT 1
February 20, 2019 City Council Meeting
Summary of Public Comments

City Council Meeting of February 20, 2019

Community Input of Criteria for District Elections

City Clerk Chang read into the records written communication received via emails from Matthew Mori, in favor; K. C. Solic, against; Terree Walton, against; Jim Tanaka, against; and Sarkis Antonion, against; district elections.

- Sarkis Antonian, voiced his opposition in moving to a district based voting system citing that this is a form of dictatorship and said we should all stop saluting the flag and celebrate 4th of July.
- Bill Lam said he is a student at East Los Angeles College and prefers 5, 7, or 9 districts as he does not want an at-large mayor. He said he used schools, parks and communities to draw his maps. He said he believes the council should be expanded to include new voices and thinks districts will increase representation of underrepresented groups.
- James Garcia said he is disturbed by the idea of dividing the city. He urged the people not to listen to the consultant but to Dr. Martin Luther King to come together. He said not view people as dollar signs.

ATTACHMENT 2

Focus Maps for considerations

**Attached are the proposed district maps submitted for consideration at the
March 20, 2019 Council Meeting**

Focus Maps

- Council selected six focus maps from the last council meeting: Maps 3, 4, 5, 9, 17, and 18
- Seven additional maps received after Feb. 20: Maps 19, 20, 21, 22 and 23 added to focus group. Maps 24 and 25 have population and dilution concerns.

Central District Maps

- o Map 4 – Jason Dhing
- o Map 9 – Michael Lopez
- o Map 18 – Green (NDC)
- o Map 19 – Bill Lam 5f

In South Maps

- o Map 5 – Bill Lam
- o Map 20 – Democratic Club v2

United South Maps

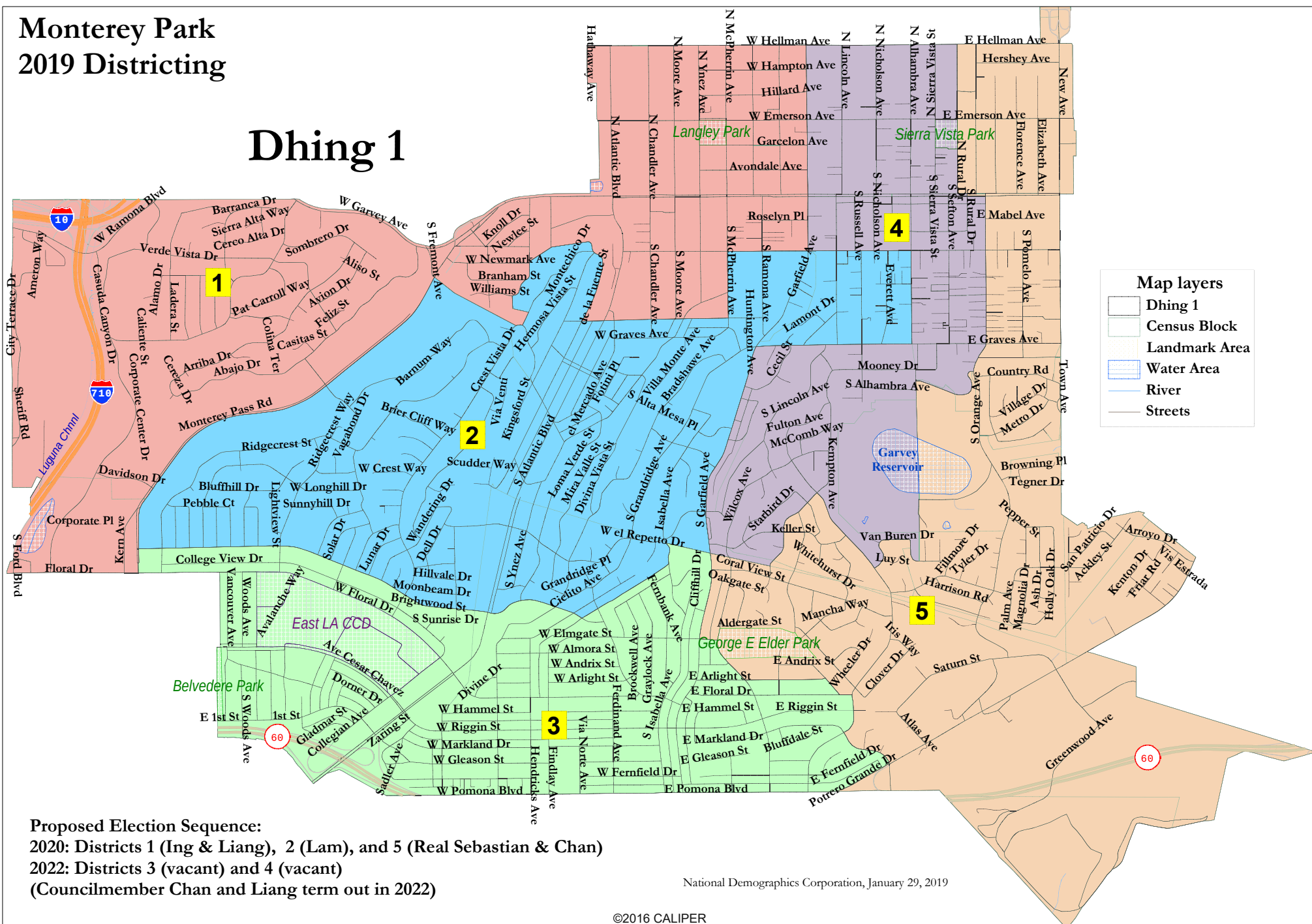
- o Map 3 – Gary Lau
- o Map 17 – Tan (NDC)
- o Map 21 – Chai Lee
- o Map 22 – Jason Lister 3
- o Map 23 – Lam 5d

Central District Maps

- o Map 4 – Jason Dhing
- o Map 9 – Michael Lopez
- o Map 18 – Green (NDC)
- o Map 19 – Bill Lam 5f

Monterey Park 2019 Districting

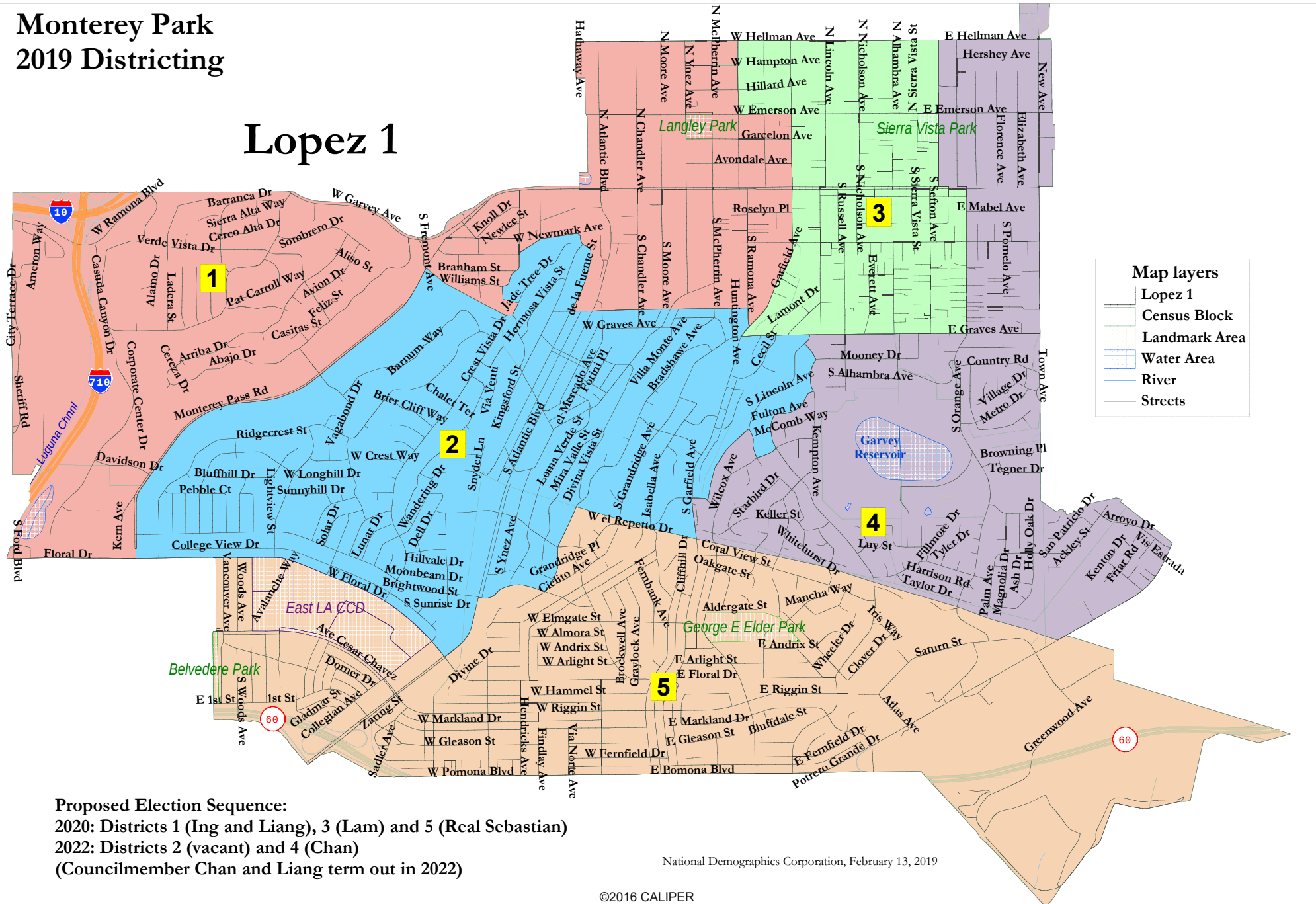
Dhing 1



Monterey Park - Dhing 1							
District		1	2	3	4	5	Total
Ideal	Total Pop	12,086	11,817	12,127	12,231	12,008	60,269
12,054	Deviation from ideal	32	-237	73	177	-46	414
	% Deviation	0.27%	-1.97%	0.61%	1.47%	-0.38%	3.43%
Total Pop	% Hisp	16%	23%	57%	16%	22%	27%
	% NH White	4%	7%	5%	5%	5%	5%
	% NH Black	0%	1%	0%	0%	0%	0%
	% Asian-American	79%	69%	37%	78%	72%	67%
Citizen Voting Age Pop	Total	8,194	8,473	8,232	6,863	7,543	39,305
	% Hisp	18%	26%	55%	18%	23%	29%
	% NH White	5%	7%	5%	5%	5%	5%
	% NH Black	0%	2%	0%	0%	0%	1%
	% Asian/Pac.Isl.	76%	64%	39%	75%	72%	65%
Voter Registration (Nov 2016)	Total	5,746	6,343	6,103	4,384	5,385	27,960
	% Latino est.	20%	30%	56%	23%	31%	33%
	% Spanish-Surnamed	18%	27%	51%	21%	28%	29%
	% Asian-Surnamed	59%	50%	29%	57%	48%	48%
	% Filipino-Surnamed	1%	1%	1%	1%	2%	1%
	% NH White est.	17%	15%	12%	18%	18%	16%
	% NH Black	0%	3%	0%	1%	1%	1%
Voter Turnout (Nov 2016)	Total	3,295	3,967	4,152	2,470	3,457	17,342
	% Latino est.	23%	33%	60%	28%	35%	37%
	% Spanish-Surnamed	21%	29%	54%	25%	32%	34%
	% Asian-Surnamed	54%	46%	27%	51%	43%	43%
	% Filipino-Surnamed	1%	1%	1%	1%	2%	1%
	% NH White est.	18%	15%	11%	19%	18%	16%
	% NH Black	0%	3%	0%	1%	1%	1%
Voter Turnout (Nov 2014)	Total	1,469	1,808	1,502	981	1,509	7,269
	% Latino est.	20%	24%	62%	24%	32%	33%
	% Spanish-Surnamed	18%	22%	56%	22%	29%	30%
	% Asian-Surnamed	53%	51%	25%	48%	44%	44%
	% Filipino-Surnamed	1%	1%	1%	1%	2%	1%
	% NH White est.	23%	23%	11%	22%	20%	20%
	% NH Black est.	0%	1%	0%	2%	1%	1%
ACS Pop. Est.	Total	12,826	11,963	12,611	11,807	12,096	61,303
Age	age0-19	18%	20%	22%	17%	18%	19%
	age20-60	54%	55%	53%	56%	57%	55%
	age60plus	28%	25%	25%	27%	25%	26%
Immigration	immigrants	58%	45%	40%	67%	58%	54%
	naturalized	66%	68%	69%	59%	60%	64%
Language spoken at home	english	24%	28%	31%	16%	22%	24%
	spanish	13%	23%	35%	11%	18%	20%
	asian-lang	62%	49%	33%	72%	59%	55%
	other lang	1%	1%	1%	1%	1%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	45%	31%	30%	57%	46%	42%
Education (among those age 25+)	hs-grad	46%	46%	54%	45%	49%	48%
	bachelor	22%	24%	19%	19%	21%	21%
	graduatedegree	12%	12%	8%	8%	7%	9%
Child in Household	child-under18	21%	29%	26%	26%	28%	26%
Pct of Pop. Age 16+	employed	52%	54%	52%	54%	54%	53%
Household Income	income 0-25k	29%	23%	22%	29%	25%	26%
	income 25-50k	16%	20%	23%	27%	25%	22%
	income 50-75k	14%	18%	16%	14%	14%	15%
	income 75-200k	34%	31%	35%	24%	29%	31%
	income 200k-plus	7%	8%	5%	5%	7%	7%
Housing Stats	single family	63%	70%	77%	54%	71%	67%
	multi-family	37%	30%	23%	46%	29%	33%
	rented	50%	44%	41%	58%	50%	49%
	owned	50%	56%	59%	42%	50%	51%
Total population data from the 2010 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.							

Monterey Park 2019 Districting

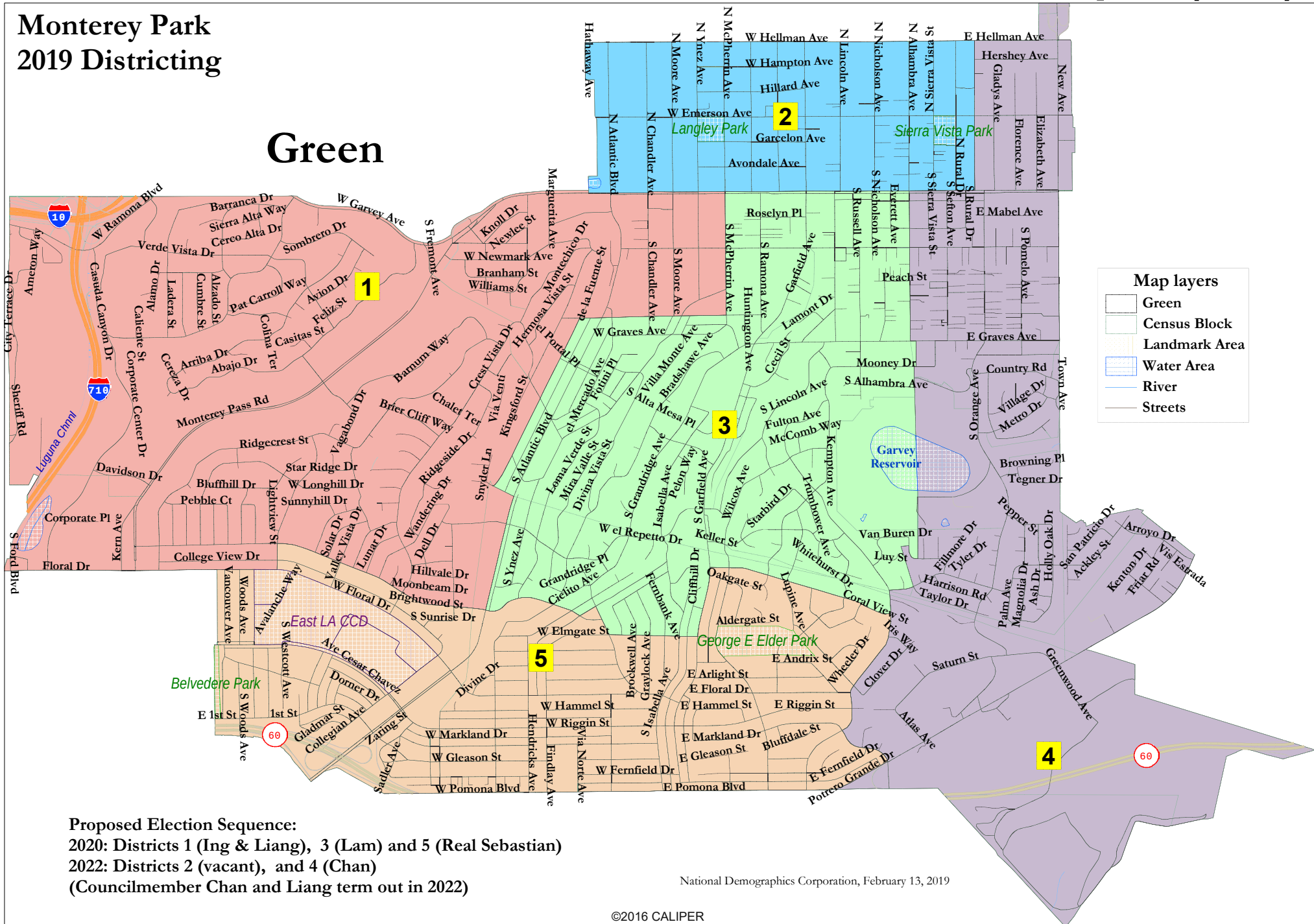
Lopez 1



Monterey Park - Lopez 1							
District		1	2	3	4	5	Total
Ideal	Total Pop	12,048	12,297	11,642	12,158	12,124	60,269
12,054	Deviation from ideal	-6	243	-412	104	70	655
	% Deviation	-0.05%	2.02%	-3.42%	0.86%	0.58%	5.43%
Total Pop	% Hisp	16%	27%	13%	22%	56%	27%
	% NH White	4%	7%	3%	5%	6%	5%
	% NH Black	0%	1%	0%	0%	0%	0%
	% Asian-American	79%	65%	82%	72%	37%	67%
Citizen Voting Age Pop	Total	8,240	8,086	6,850	7,355	8,773	39,305
	% Hisp	18%	32%	16%	22%	51%	29%
	% NH White	5%	8%	3%	5%	6%	5%
	% NH Black	0%	2%	0%	0%	0%	1%
	% Asian/Pac.Isl.	76%	57%	80%	73%	42%	65%
Voter Registration (Nov 2016)	Total	5,737	6,613	3,691	5,393	6,526	27,960
	% Latino est.	20%	30%	20%	27%	59%	33%
	% Spanish-Surnamed	18%	27%	18%	24%	53%	29%
	% Asian-Surnamed	59%	49%	63%	51%	26%	48%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%
	% NH White est.	17%	17%	13%	18%	12%	16%
Voter Turnout (Nov 2016)	% NH Black	0%	3%	1%	1%	0%	1%
	Total	3,291	4,247	1,919	3,438	4,447	17,342
	% Latino est.	23%	32%	26%	31%	63%	37%
	% Spanish-Surnamed	21%	29%	23%	28%	56%	34%
	% Asian-Surnamed	54%	46%	56%	47%	23%	43%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%
Voter Turnout (Nov 2014)	% NH White est.	18%	17%	13%	19%	12%	16%
	% NH Black	0%	3%	1%	1%	0%	1%
	Total	1,464	1,867	703	1,519	1,716	7,269
	% Latino est.	20%	26%	23%	29%	59%	33%
	% Spanish-Surnamed	18%	24%	21%	26%	53%	30%
	% Asian-Surnamed	54%	48%	57%	46%	25%	44%
ACS Pop. Est.	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%
	% NH White est.	23%	23%	15%	21%	15%	20%
	% NH Black est.	0%	1%	2%	1%	0%	1%
	Total	12,715	12,203	11,641	11,872	12,871	61,303
Age	age0-19	18%	20%	18%	17%	22%	19%
	age20-60	54%	54%	57%	57%	53%	55%
	age60plus	28%	26%	25%	25%	25%	26%
Immigration	immigrants	58%	43%	69%	60%	40%	54%
	naturalized	67%	68%	58%	62%	68%	64%
Language spoken at home	english	24%	29%	15%	21%	32%	24%
	spanish	13%	25%	9%	16%	36%	20%
	asian-lang	61%	45%	76%	62%	31%	55%
	other lang	1%	1%	0%	1%	1%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	45%	29%	59%	47%	30%	42%
Education (among those age 25+)	hs-grad	46%	45%	44%	49%	56%	48%
	bachelor	22%	26%	18%	21%	18%	21%
	graduatedegree	12%	13%	8%	8%	6%	9%
Child in Household	child-under18	22%	29%	27%	28%	26%	26%
Pct of Pop. Age 16+	employed	52%	55%	54%	54%	51%	53%
Household Income	income 0-25k	29%	21%	32%	26%	21%	26%
	income 25-50k	17%	18%	28%	24%	25%	22%
	income 50-75k	14%	19%	14%	14%	15%	15%
	income 75-200k	34%	32%	21%	29%	36%	31%
	income 200k-plus	7%	10%	4%	8%	3%	7%
Housing Stats	single family	63%	71%	45%	70%	83%	67%
	multi-family	37%	29%	55%	30%	17%	33%
	rented	50%	41%	65%	50%	39%	49%
	owned	50%	59%	35%	50%	61%	51%
Total population data from the 2010 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.							

Monterey Park 2019 Districting

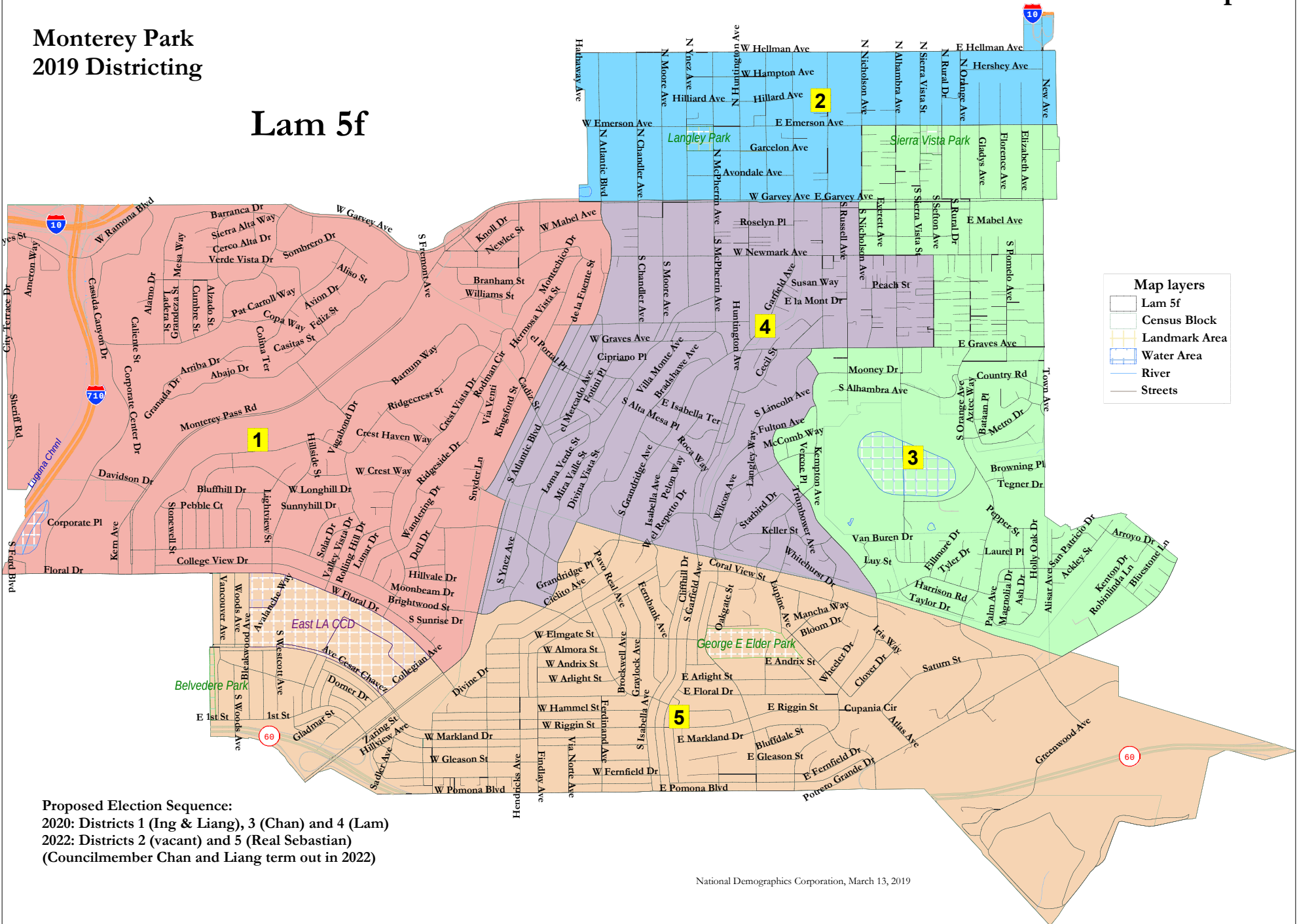
Green



Monterey Park - Green							
District		1	2	3	4	5	Total
Ideal	Total Pop	12,096	11,777	12,041	12,058	12,297	60,269
12,054	Deviation from ideal	42	-277	-13	4	243	520
	% Deviation	0.35%	-2.30%	-0.11%	0.03%	2.02%	4.31%
Total Pop	% Hisp	20%	11%	26%	20%	56%	27%
	% NH White	6%	3%	7%	4%	5%	5%
	% NH Black	0%	0%	0%	0%	0%	0%
	% Asian-American	73%	85%	65%	75%	37%	67%
Citizen Voting Age Pop	Total	8,772	6,603	7,980	7,522	8,428	39,305
	% Hisp	22%	12%	32%	19%	54%	29%
	% NH White	6%	3%	8%	4%	5%	5%
	% NH Black	1%	0%	1%	0%	0%	1%
	% Asian/Pac.Isl.	70%	84%	58%	76%	40%	65%
Voter Registration (Nov 2016)	Total	6,693	4,016	6,181	4,810	6,260	27,960
	% Latino est.	25%	18%	31%	27%	57%	33%
	% Spanish-Surnamed	22%	16%	28%	24%	52%	29%
	% Asian-Surnamed	53%	65%	47%	53%	28%	48%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%
	% NH White est.	18%	14%	17%	16%	12%	16%
Voter Turnout (Nov 2016)	% NH Black	2%	0%	1%	1%	0%	1%
	Total	4,266	1,991	3,812	2,998	4,275	17,342
	% Latino est.	26%	23%	36%	31%	61%	37%
	% Spanish-Surnamed	24%	20%	32%	28%	55%	34%
	% Asian-Surnamed	51%	58%	42%	49%	25%	43%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%
Voter Turnout (Nov 2014)	% NH White est.	18%	16%	17%	16%	11%	16%
	% NH Black	2%	0%	1%	1%	0%	1%
	Total	2,039	744	1,637	1,258	1,592	7,269
	% Latino est.	18%	20%	32%	30%	61%	33%
	% Spanish-Surnamed	16%	18%	29%	27%	55%	30%
	% Asian-Surnamed	54%	62%	41%	47%	24%	44%
ACS Pop. Est.	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%
	% NH White est.	26%	13%	23%	19%	13%	20%
	% NH Black est.	0%	1%	2%	1%	0%	1%
	Total	12,347	12,094	11,974	11,960	12,928	61,303
Age	age0-19	19%	16%	18%	18%	22%	19%
	age20-60	51%	58%	56%	58%	53%	55%
	age60plus	29%	26%	26%	24%	25%	26%
Immigration	immigrants	47%	72%	50%	61%	40%	54%
	naturalized	71%	55%	69%	63%	67%	64%
Language spoken at home	english	29%	13%	26%	20%	31%	24%
	spanish	21%	8%	20%	15%	36%	20%
	asian-lang	48%	79%	53%	64%	32%	55%
	other lang	2%	0%	1%	1%	1%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	34%	61%	36%	50%	30%	42%
Education (among those age 25+)	hs-grad	43%	46%	50%	47%	54%	48%
	bachelor	26%	18%	21%	21%	19%	21%
	graduatedegree	14%	7%	11%	7%	7%	9%
Child in Household	child-under18	25%	23%	27%	29%	27%	26%
Pct of Pop. Age 16+	employed	53%	54%	52%	55%	52%	53%
Household Income	income 0-25k	21%	36%	24%	25%	22%	26%
	income 25-50k	15%	23%	23%	26%	23%	22%
	income 50-75k	16%	14%	16%	14%	15%	15%
	income 75-200k	36%	24%	31%	27%	36%	31%
	income 200k-plus	11%	3%	6%	8%	4%	7%
Housing Stats	single family	71%	40%	79%	67%	78%	67%
	multi-family	29%	60%	21%	33%	22%	33%
	rented	38%	72%	41%	52%	41%	49%
	owned	62%	28%	59%	48%	59%	51%
Total population data from the 2010 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.							

Monterey Park
2019 Districting

Lam 5f



Proposed Election Sequence:
 2020: Districts 1 (Ing & Liang), 3 (Chan) and 4 (Lam)
 2022: Districts 2 (vacant) and 5 (Real Sebastian)
 (Councilmember Chan and Liang term out in 2022)

National Demographics Corporation, March 13, 2019

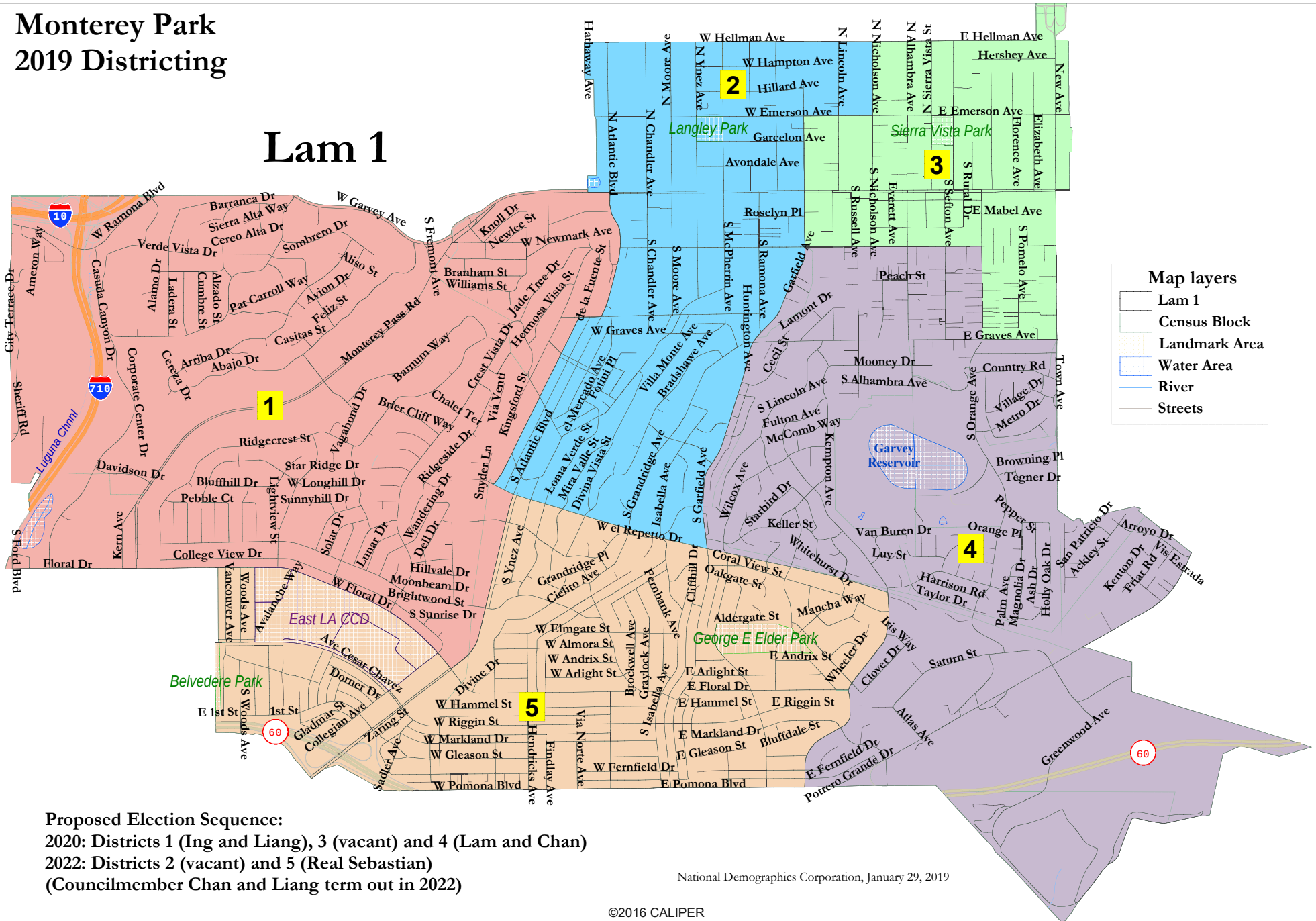
Monterey Park - Lam 5f							
District		1	2	3	4	5	Total
Ideal	Total Pop	11,993	11,698	12,321	12,133	12,124	60,269
12,054	Deviation from ideal	-61	-356	267	79	70	623
	% Deviation	-0.51%	-2.95%	2.22%	0.66%	0.58%	5.17%
Total Pop	% Hisp	24%	13%	20%	21%	56%	27%
	% NH White	6%	3%	4%	6%	6%	5%
	% NH Black	1%	0%	0%	0%	0%	0%
	% Asian-American	69%	84%	75%	71%	37%	67%
Citizen Voting Age Pop	Total	8,432	6,690	7,352	8,057	8,773	39,305
	% Hisp	26%	13%	20%	28%	51%	29%
	% NH White	7%	3%	5%	6%	6%	5%
	% NH Black	1%	0%	0%	1%	0%	1%
	% Asian/Pac.Isl.	66%	83%	75%	63%	42%	65%
Voter Registration (Nov 2016)	Total	6,582	3,925	5,175	5,752	6,526	27,960
	% Latino est.	25%	18%	26%	28%	59%	33%
	% Spanish-Surnamed	23%	16%	23%	25%	53%	29%
	% Asian-Surnamed	52%	64%	53%	51%	26%	48%
	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	% NH White est.	18%	13%	18%	16%	12%	16%
	% NH Black	2%	1%	0%	2%	0%	1%
Voter Turnout (Nov 2016)	Total	4,272	1,974	3,189	3,461	4,447	17,342
	% Latino est.	26%	24%	30%	33%	63%	37%
	% Spanish-Surnamed	23%	21%	27%	30%	56%	34%
	% Asian-Surnamed	51%	57%	49%	46%	23%	43%
	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	% NH White est.	19%	14%	19%	16%	12%	16%
	% NH Black	2%	1%	0%	2%	0%	1%
Voter Turnout (Nov 2014)	Total	2,000	702	1,394	1,457	1,716	7,269
	% Latino est.	20%	22%	28%	31%	59%	33%
	% Spanish-Surnamed	18%	20%	26%	27%	53%	30%
	% Asian-Surnamed	53%	59%	48%	45%	25%	44%
	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	% NH White est.	26%	14%	19%	21%	15%	20%
	% NH Black est.	0%	1%	1%	2%	0%	1%
ACS Pop. Est.	Total	12,054	12,118	11,972	12,287	12,871	61,303
Age	age0-19	20%	17%	18%	19%	22%	19%
	age20-60	51%	58%	57%	56%	53%	55%
	age60plus	29%	25%	25%	25%	25%	26%
Immigration	immigrants	44%	71%	61%	53%	40%	54%
	naturalized	71%	55%	63%	68%	68%	64%
Language spoken at home	english	31%	14%	20%	25%	32%	24%
	spanish	22%	9%	15%	19%	36%	20%
	asian-lang	46%	77%	65%	56%	31%	55%
	other lang	2%	0%	1%	1%	1%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	31%	59%	50%	39%	30%	42%
Education (among those age 25+)	hs-grad	42%	47%	47%	48%	56%	48%
	bachelor	28%	18%	21%	21%	18%	21%
	graduatedegree	14%	7%	8%	11%	6%	9%
Child in Household	child-under18	26%	23%	28%	28%	26%	26%
Pct of Pop. Age 16+	employed	53%	54%	54%	53%	51%	53%
Household Income	income 0-25k	21%	36%	26%	25%	21%	26%
	income 25-50k	15%	22%	26%	22%	25%	22%
	income 50-75k	16%	15%	14%	16%	15%	15%
	income 75-200k	35%	24%	27%	31%	36%	31%
	income 200k-plus	12%	4%	7%	6%	3%	7%
Housing Stats	single family	68%	42%	66%	75%	83%	67%
	multi-family	32%	58%	34%	25%	17%	33%
	rented	38%	72%	52%	44%	39%	49%
	owned	62%	28%	48%	56%	61%	51%
Total population data from the 2010 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.							

In South Maps

- o Map 5 – Bill Lam
- o Map 20 – Democratic Club v2

Monterey Park 2019 Districting

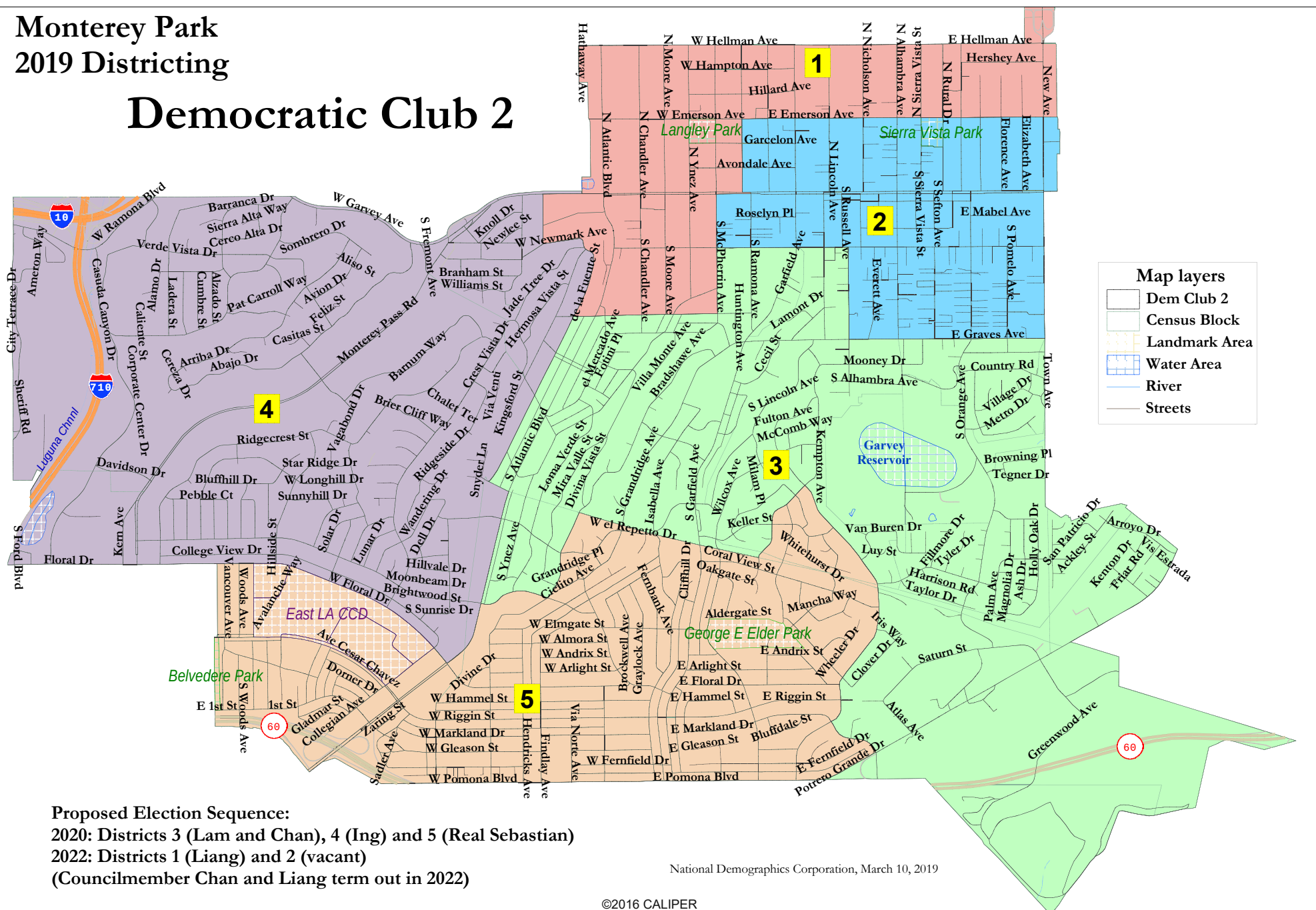
Lam 1



Monterey Park - Lam 1							
District		1	2	3	4	5	Total
Ideal	Total Pop	11,993	12,512	12,131	11,604	12,029	60,269
12,054	Deviation from ideal	-61	458	77	-450	-25	908
	% Deviation	-0.51%	3.80%	0.64%	-3.73%	-0.21%	7.53%
Total Pop	% Hisp	24%	17%	15%	24%	55%	27%
	% NH White	6%	4%	2%	6%	6%	5%
	% NH Black	1%	0%	0%	0%	0%	0%
	% Asian-American	69%	78%	82%	68%	37%	67%
Citizen Voting Age Pop	Total	8,432	8,156	6,443	7,438	8,836	39,305
	% Hisp	26%	21%	21%	21%	50%	29%
	% NH White	7%	6%	1%	7%	6%	5%
	% NH Black	1%	1%	0%	0%	0%	1%
	% Asian/Pac.Isl.	66%	71%	77%	71%	43%	65%
Voter Registration (Nov 2016)	Total	6,582	5,439	3,790	5,718	6,431	27,960
	% Latino est.	25%	23%	22%	30%	58%	33%
	% Spanish-Surnamed	23%	21%	20%	27%	52%	29%
	% Asian-Surnamed	52%	58%	60%	48%	27%	48%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	18%	15%	14%	18%	12%	16%
Voter Turnout (Nov 2016)	% NH Black	2%	1%	1%	0%	0%	1%
	Total	4,272	2,983	2,064	3,652	4,371	17,342
	% Latino est.	26%	28%	28%	34%	62%	37%
	% Spanish-Surnamed	23%	25%	25%	30%	56%	34%
	% Asian-Surnamed	51%	52%	54%	44%	24%	43%
	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%
Voter Turnout (Nov 2014)	% NH White est.	19%	16%	15%	18%	12%	16%
	% NH Black	2%	1%	1%	0%	0%	1%
	Total	2,000	1,215	738	1,649	1,667	7,269
	% Latino est.	20%	28%	26%	32%	57%	33%
	% Spanish-Surnamed	18%	25%	23%	29%	52%	30%
	% Asian-Surnamed	53%	50%	56%	42%	26%	44%
ACS Pop. Est.	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	% NH White est.	26%	18%	13%	22%	14%	20%
	% NH Black est.	0%	1%	1%	1%	0%	1%
	Total	12,054	13,113	12,350	11,052	12,734	61,303
Age	age0-19	20%	18%	17%	19%	21%	19%
	age20-60	51%	57%	59%	55%	53%	55%
	age60plus	29%	25%	24%	27%	25%	26%
Immigration	immigrants	44%	61%	69%	54%	41%	54%
	naturalized	71%	62%	56%	67%	69%	64%
Language spoken at home	english	31%	20%	15%	24%	31%	24%
	spanish	22%	14%	10%	19%	36%	20%
	asian-lang	46%	66%	75%	56%	32%	55%
	other lang	2%	1%	0%	1%	1%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	31%	47%	58%	41%	30%	42%
Education (among those age 25+)	hs-grad	42%	47%	46%	49%	56%	48%
	bachelor	28%	20%	19%	22%	18%	21%
	graduatedegree	14%	10%	6%	10%	7%	9%
Child in Household	child-under18	26%	24%	28%	28%	25%	26%
Pct of Pop. Age 16+	employed	53%	54%	56%	51%	51%	53%
Household Income	income 0-25k	21%	31%	31%	25%	21%	26%
	income 25-50k	15%	19%	27%	24%	25%	22%
	income 50-75k	16%	16%	15%	13%	15%	15%
	income 75-200k	35%	29%	21%	32%	36%	31%
	income 200k-plus	12%	5%	6%	7%	3%	7%
Housing Stats	single family	68%	59%	49%	76%	83%	67%
	multi-family	32%	41%	51%	24%	17%	33%
	rented	38%	58%	65%	43%	39%	49%
	owned	62%	42%	35%	57%	61%	51%
Total population data from the 2010 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.							

Monterey Park 2019 Districting

Democratic Club 2



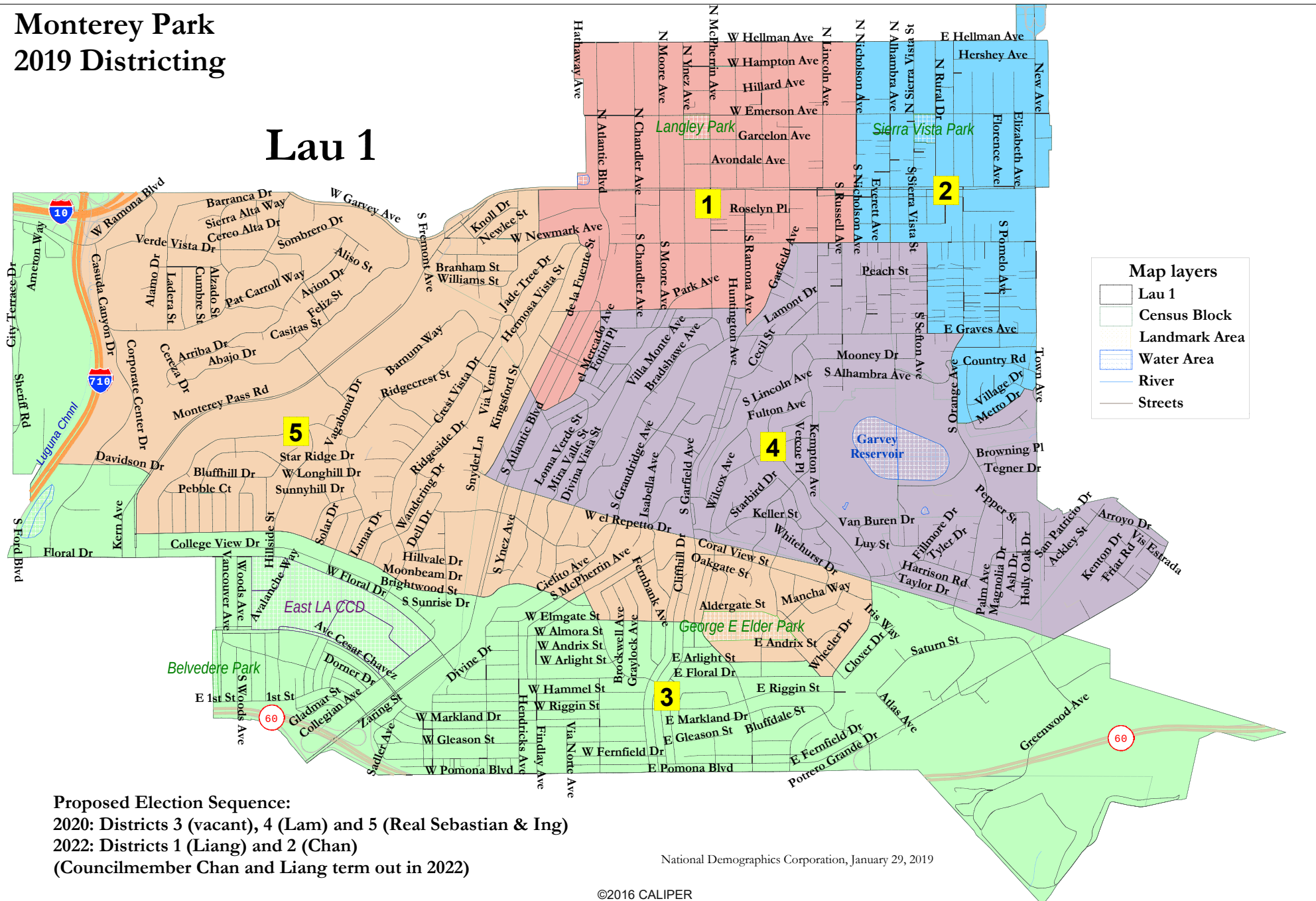
Monterey Park - Democratic Club 2							
District		1	2	3	4	5	Total
Ideal 12,054	Total Pop	12,315	12,352	11,973	11,381	12,248	60,269
	Deviation from ideal	261	298	-81	-673	194	971
	% Deviation	2.17%	2.47%	-0.67%	-5.58%	1.61%	8.06%
Total Pop	% Hisp	14%	15%	26%	24%	55%	27%
	% NH White	3%	2%	8%	6%	6%	5%
	% NH Black	0%	0%	0%	1%	0%	0%
	% Asian-American	82%	82%	65%	68%	37%	67%
Citizen Voting Age Pop	Total	7,571	7,033	7,889	7,940	8,872	39,305
	% Hisp	16%	21%	26%	26%	51%	29%
	% NH White	3%	2%	9%	7%	6%	5%
	% NH Black	0%	0%	1%	1%	0%	1%
	% Asian/Pac.Isl.	80%	76%	64%	66%	43%	65%
Voter Registration (Nov 2016)	Total	4,410	4,082	6,563	6,304	6,601	27,960
	% Latino est.	21%	21%	31%	25%	57%	33%
	% Spanish-Surnamed	19%	19%	28%	22%	52%	29%
	% Asian-Surnamed	62%	61%	47%	53%	27%	48%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	13%	13%	19%	18%	13%	16%
	% NH Black	1%	1%	1%	2%	0%	1%
Voter Turnout (Nov 2016)	Total	2,302	2,198	4,229	4,107	4,507	17,342
	% Latino est.	26%	27%	35%	26%	61%	37%
	% Spanish-Surnamed	23%	24%	31%	23%	55%	34%
	% Asian-Surnamed	55%	55%	43%	51%	24%	43%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	14%	14%	18%	19%	12%	16%
	% NH Black	1%	1%	1%	2%	0%	1%
Voter Turnout (Nov 2014)	Total	851	819	1,913	1,928	1,758	7,269
	% Latino est.	24%	24%	32%	20%	57%	33%
	% Spanish-Surnamed	22%	21%	29%	18%	51%	30%
	% Asian-Surnamed	56%	58%	41%	53%	25%	44%
	% Filipino-Surnamed	1%	2%	1%	1%	1%	1%
	% NH White est.	16%	14%	22%	26%	15%	20%
	% NH Black est.	1%	1%	2%	0%	0%	1%
ACS Pop. Est.	Total	13,004	12,410	11,584	11,394	12,910	61,303
Age	age0-19	17%	19%	18%	20%	21%	19%
	age20-60	58%	58%	55%	51%	53%	55%
	age60plus	25%	24%	27%	29%	25%	26%
Immigration	immigrants	67%	66%	49%	43%	41%	54%
	naturalized	57%	61%	68%	71%	68%	64%
Language spoken at home	english	16%	17%	27%	31%	31%	24%
	spanish	11%	10%	22%	22%	36%	20%
	asian-lang	73%	73%	50%	45%	32%	55%
	other lang	0%	0%	1%	2%	1%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	55%	56%	35%	30%	31%	42%
Education (among those age 25+)	hs-grad	47%	45%	50%	42%	56%	48%
	bachelor	18%	19%	22%	28%	18%	21%
	graduatedegree	8%	7%	11%	15%	7%	9%
Child in Household	child-under18	24%	28%	27%	26%	26%	26%
Pct of Pop. Age 16+	employed	55%	55%	51%	53%	51%	53%
Household Income	income 0-25k	33%	30%	22%	21%	21%	26%
	income 25-50k	20%	28%	22%	15%	25%	22%
	income 50-75k	15%	14%	15%	16%	15%	15%
	income 75-200k	27%	22%	34%	35%	36%	31%
	income 200k-plus	4%	6%	7%	13%	3%	7%
Housing Stats	single family	51%	50%	83%	67%	83%	67%
	multi-family	49%	50%	17%	33%	17%	33%
	rented	65%	63%	39%	38%	39%	49%
	owned	35%	37%	61%	62%	61%	51%
Total population data from the 2010 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.							

United South Maps

- o Map 3 – Gary Lau
- o Map 17 – Tan (NDC)
- o Map 21 – Chai Lee
- o Map 22 – Jason Lister 3
- o Map 23 – Lam 5d

Monterey Park 2019 Districting

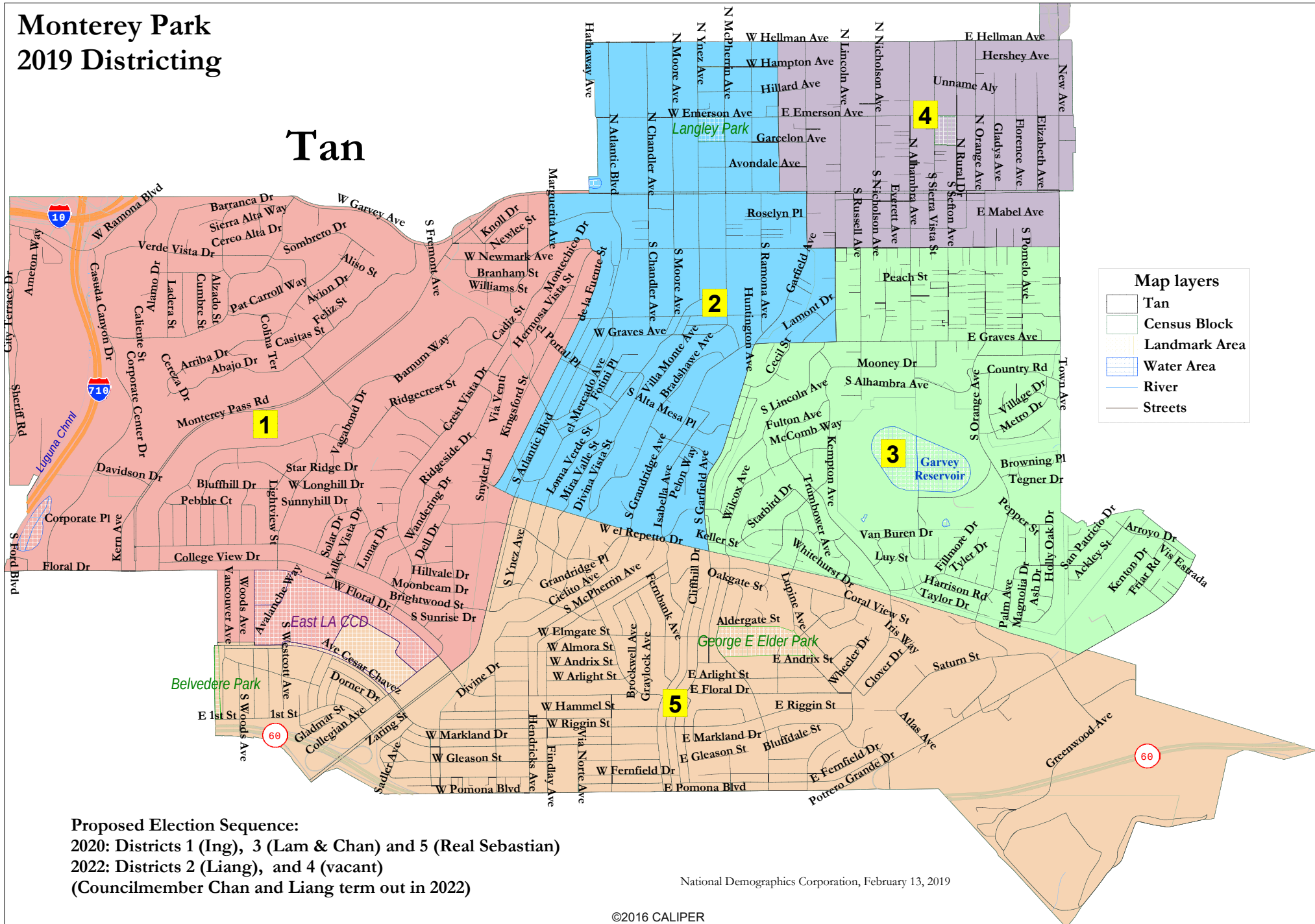
Lau 1



Monterey Park - Lau 1							
District		1	2	3	4	5	Total
Ideal	Total Pop	11,897	12,283	11,882	11,993	12,214	60,269
12,054	Deviation from ideal	-157	229	-172	-61	160	401
	% Deviation	-1.30%	1.90%	-1.43%	-0.51%	1.33%	3.33%
Total Pop	% Hisp	13%	16%	57%	25%	24%	27%
	% NH White	3%	2%	5%	7%	7%	5%
	% NH Black	0%	0%	0%	0%	1%	0%
	% Asian-American	83%	81%	36%	67%	67%	67%
Citizen Voting Age Pop	Total	7,329	6,931	7,951	7,834	9,259	39,305
	% Hisp	16%	21%	56%	25%	25%	29%
	% NH White	4%	2%	5%	8%	8%	5%
	% NH Black	0%	0%	0%	1%	1%	1%
	% Asian/Pac.Isl.	80%	78%	38%	65%	66%	65%
Voter Registration (Nov 2016)	Total	4,512	4,008	5,964	6,301	7,175	27,960
	% Latino est.	20%	22%	57%	29%	29%	33%
	% Spanish-Surnamed	18%	20%	51%	26%	26%	29%
	% Asian-Surnamed	63%	59%	29%	48%	48%	48%
	% Filipino-Surnamed	1%	2%	1%	1%	1%	1%
	% NH White est.	14%	15%	12%	18%	18%	16%
	% NH Black	0%	1%	0%	1%	2%	1%
Voter Turnout (Nov 2016)	Total	2,302	2,259	4,071	4,029	4,680	17,342
	% Latino est.	25%	27%	61%	33%	31%	37%
	% Spanish-Surnamed	23%	24%	55%	30%	28%	34%
	% Asian-Surnamed	55%	54%	26%	45%	45%	43%
	% Filipino-Surnamed	1%	2%	1%	1%	1%	1%
	% NH White est.	16%	15%	11%	18%	19%	16%
	% NH Black	0%	1%	0%	1%	2%	1%
Voter Turnout (Nov 2014)	Total	858	827	1,469	1,863	2,252	7,269
	% Latino est.	21%	25%	64%	32%	21%	33%
	% Spanish-Surnamed	19%	22%	57%	28%	19%	30%
	% Asian-Surnamed	58%	56%	23%	42%	50%	44%
	% Filipino-Surnamed	1%	2%	1%	1%	1%	1%
	% NH White est.	17%	15%	11%	22%	26%	20%
	% NH Black est.	0%	1%	0%	2%	0%	1%
ACS Pop. Est.	Total	12,382	12,482	12,401	11,551	12,486	61,303
Age	age0-19	18%	18%	22%	18%	19%	19%
	age20-60	56%	59%	53%	55%	51%	55%
	age60plus	26%	23%	25%	27%	29%	26%
Immigration	immigrants	66%	67%	40%	51%	43%	54%
	naturalized	60%	58%	68%	68%	71%	64%
Language spoken at home	english	16%	16%	31%	26%	32%	24%
	spanish	11%	11%	36%	19%	24%	20%
	asian-lang	72%	72%	33%	54%	43%	55%
	other lang	0%	0%	1%	1%	2%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	54%	56%	30%	37%	31%	42%
Education (among those age 25+)	hs-grad	47%	46%	54%	49%	46%	48%
	bachelor	18%	20%	20%	22%	26%	21%
	graduatedegree	9%	6%	8%	11%	13%	9%
Child in Household	child-under18	24%	28%	27%	27%	25%	26%
Pct of Pop. Age 16+	employed	53%	56%	52%	51%	52%	53%
Household Income	income 0-25k	34%	29%	22%	23%	19%	26%
	income 25-50k	20%	27%	23%	23%	17%	22%
	income 50-75k	15%	15%	16%	15%	16%	15%
	income 75-200k	27%	22%	35%	32%	36%	31%
	income 200k-plus	3%	7%	5%	7%	11%	7%
Housing Stats	single family	50%	53%	77%	80%	74%	67%
	multi-family	50%	47%	23%	20%	26%	33%
	rented	65%	62%	42%	40%	35%	49%
	owned	35%	38%	58%	60%	65%	51%
Total population data from the 2010 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.							

Monterey Park 2019 Districting

Tan

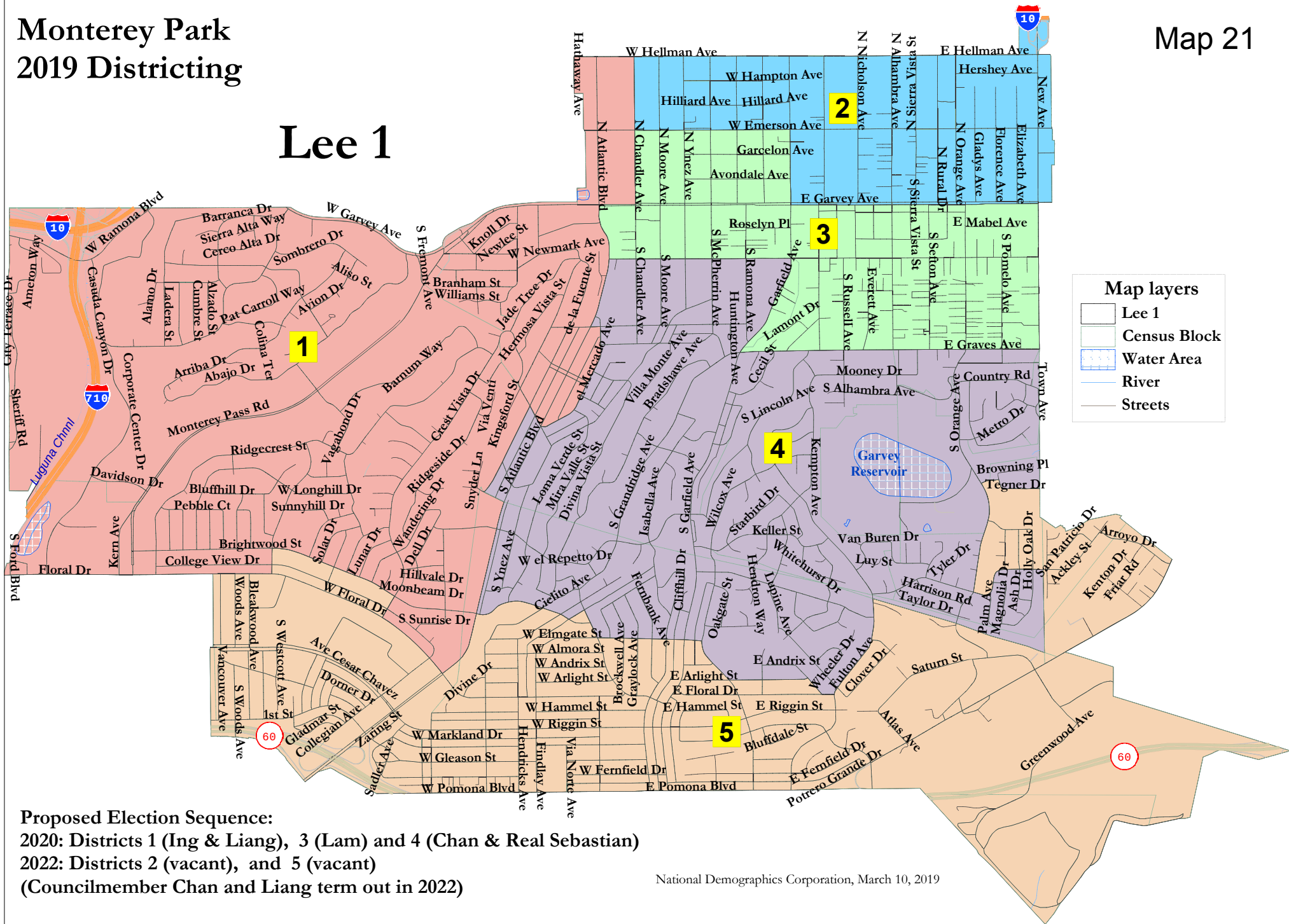


Monterey Park - Tan							
District		1	2	3	4	5	Total
Ideal	Total Pop	11,741	11,988	12,296	11,889	12,355	60,269
12,054	Deviation from ideal	-313	-66	242	-165	301	614
	% Deviation	-2.60%	-0.55%	2.01%	-1.37%	2.50%	5.09%
Total Pop	% Hisp	25%	18%	22%	14%	55%	27%
	% NH White	6%	4%	6%	3%	7%	5%
	% NH Black	1%	0%	0%	0%	0%	0%
	% Asian-American	67%	77%	71%	82%	37%	67%
Citizen Voting Age Pop	Total	8,216	8,000	7,635	6,460	8,994	39,305
	% Hisp	27%	22%	21%	17%	50%	29%
	% NH White	7%	5%	6%	3%	6%	5%
	% NH Black	1%	1%	0%	0%	0%	1%
	% Asian/Pac.Isl.	65%	71%	72%	79%	42%	65%
Voter Registration (Nov 2016)	Total	6,516	5,480	5,624	3,717	6,623	27,960
	% Latino est.	26%	24%	27%	21%	58%	33%
	% Spanish-Surnamed	24%	22%	25%	19%	52%	29%
	% Asian-Surnamed	52%	57%	50%	62%	27%	48%
	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	% NH White est.	18%	15%	18%	14%	13%	16%
	% NH Black	2%	1%	0%	1%	0%	1%
Voter Turnout (Nov 2016)	Total	4,255	3,052	3,563	1,975	4,497	17,342
	% Latino est.	27%	29%	31%	27%	62%	37%
	% Spanish-Surnamed	25%	26%	28%	24%	55%	34%
	% Asian-Surnamed	50%	50%	47%	55%	24%	43%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	18%	16%	18%	15%	12%	16%
	% NH Black	2%	1%	0%	2%	0%	1%
Voter Turnout (Nov 2014)	Total	1,972	1,241	1,585	721	1,749	7,269
	% Latino est.	21%	28%	29%	25%	58%	33%
	% Spanish-Surnamed	19%	25%	26%	22%	52%	30%
	% Asian-Surnamed	52%	50%	45%	58%	25%	44%
	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	% NH White est.	25%	18%	23%	13%	15%	20%
	% NH Black est.	0%	1%	1%	1%	0%	1%
ACS Pop. Est.	Total	11,766	12,722	11,644	12,049	13,121	61,303
Age	age0-19	20%	19%	19%	16%	21%	19%
	age20-60	51%	57%	55%	59%	54%	55%
	age60plus	29%	25%	26%	25%	25%	26%
Immigration	immigrants	43%	58%	56%	71%	41%	54%
	naturalized	71%	64%	68%	54%	68%	64%
Language spoken at home	english	31%	22%	22%	14%	31%	24%
	spanish	23%	15%	18%	9%	36%	20%
	asian-lang	45%	63%	59%	77%	32%	55%
	other lang	2%	1%	1%	0%	1%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	30%	44%	44%	60%	30%	42%
Education (among those age 25+)	hs-grad	42%	48%	47%	46%	56%	48%
	bachelor	28%	20%	22%	18%	18%	21%
	graduatedegree	14%	10%	10%	6%	7%	9%
Child in Household	child-under18	26%	25%	28%	26%	26%	26%
Pct of Pop. Age 16+	employed	52%	54%	52%	56%	52%	53%
Household Income	income 0-25k	22%	30%	24%	32%	20%	26%
	income 25-50k	15%	19%	25%	27%	25%	22%
	income 50-75k	16%	16%	13%	15%	16%	15%
	income 75-200k	35%	30%	30%	21%	37%	31%
	income 200k-plus	12%	5%	7%	5%	3%	7%
Housing Stats	single family	67%	64%	74%	45%	84%	67%
	multi-family	33%	36%	26%	55%	16%	33%
	rented	38%	55%	45%	67%	38%	49%
	owned	62%	45%	55%	33%	62%	51%
Total population data from the 2010 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.							

Monterey Park 2019 Districting

Map 21

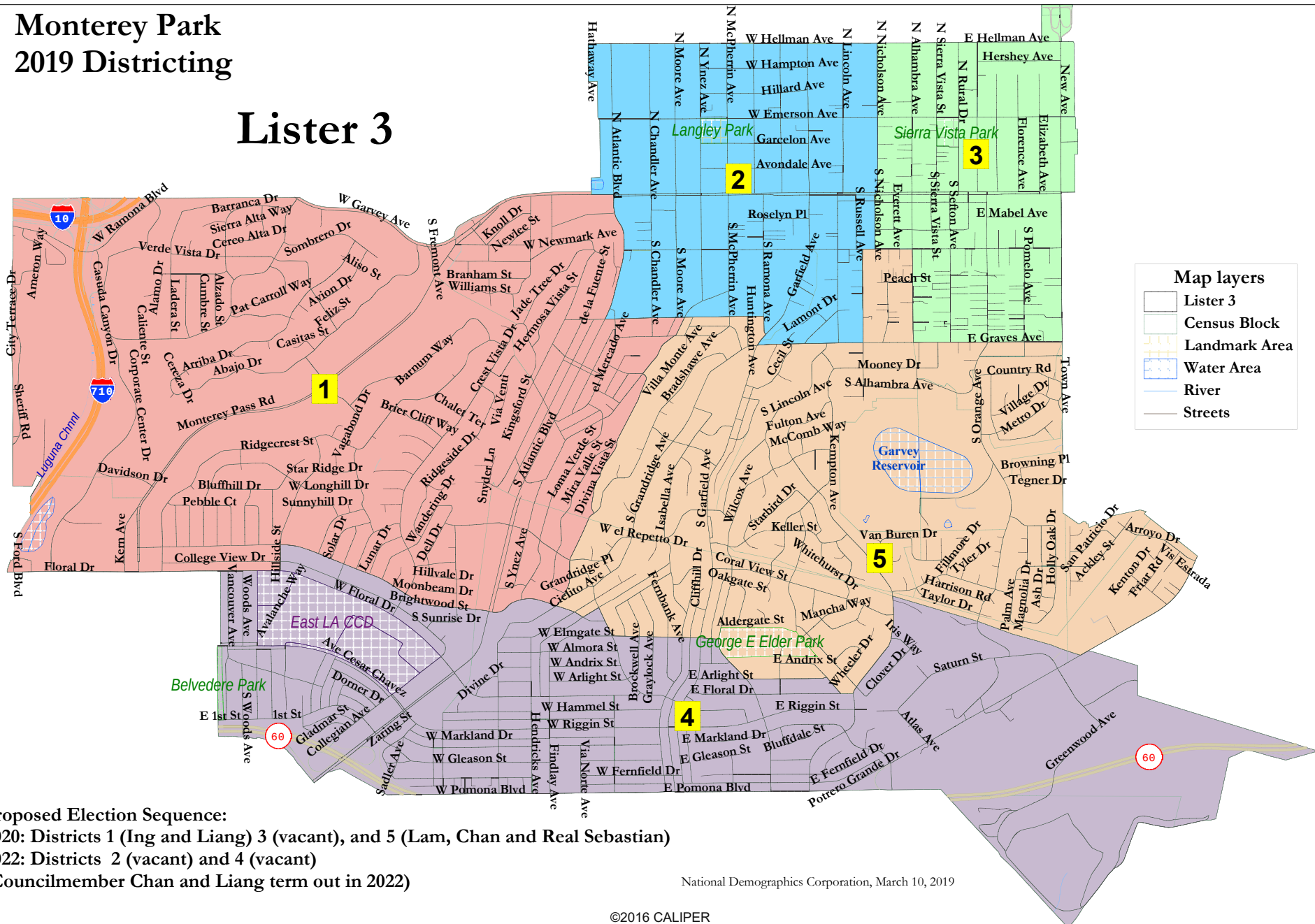
Lee 1



Monterey Park - Lee 1							
District		1	2	3	4	5	Total
Ideal 12,054	Total Pop	11,805	11,863	11,743	12,927	11,931	60,269
	Deviation from ideal	-249	-191	-311	873	-123	1,184
	% Deviation	-2.07%	-1.58%	-2.58%	7.24%	-1.02%	9.82%
Total Pop	% Hisp	21%	13%	16%	28%	56%	27%
	% NH White	6%	3%	3%	8%	5%	5%
	% NH Black	1%	0%	0%	0%	0%	0%
	% Asian-American	72%	83%	81%	63%	37%	67%
Citizen Voting Age Pop	Total	8,462	6,536	7,224	8,875	8,208	39,305
	% Hisp	22%	16%	20%	30%	52%	29%
	% NH White	7%	2%	3%	9%	5%	5%
	% NH Black	1%	0%	0%	1%	0%	1%
	% Asian/Pac.Isl.	70%	81%	76%	59%	42%	65%
Voter Registration (Nov 2016)	Total	6,596	3,806	4,084	7,224	6,250	27,960
	% Latino est.	25%	20%	21%	32%	58%	33%
	% Spanish-Surnamed	22%	18%	19%	29%	52%	29%
	% Asian-Surnamed	53%	62%	62%	45%	28%	48%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	18%	14%	12%	20%	12%	16%
	% NH Black	2%	1%	1%	1%	0%	1%
Voter Turnout (Nov 2016)	Total	4,228	2,010	2,146	4,682	4,276	17,342
	% Latino est.	26%	26%	26%	36%	61%	37%
	% Spanish-Surnamed	23%	23%	24%	32%	55%	34%
	% Asian-Surnamed	51%	55%	55%	42%	26%	43%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	19%	14%	13%	20%	11%	16%
Voter Turnout (Nov 2014)	% NH Black	2%	1%	1%	1%	0%	1%
	Total	2,025	734	766	2,116	1,627	7,269
	% Latino est.	18%	24%	24%	32%	62%	33%
	% Spanish-Surnamed	16%	21%	22%	28%	56%	30%
	% Asian-Surnamed	54%	57%	58%	41%	24%	44%
	% Filipino-Surnamed	1%	1%	3%	1%	1%	1%
	% NH White est.	26%	14%	14%	24%	12%	20%
ACS Pop. Est.	% NH Black est.	0%	1%	1%	1%	0%	1%
	Total	11,969	12,381	11,814	12,772	12,367	61,303
Age	age0-19	19%	16%	20%	18%	21%	19%
	age20-60	51%	59%	56%	55%	53%	55%
	age60plus	29%	25%	23%	27%	25%	26%
Immigration	immigrants	46%	72%	62%	48%	41%	54%
	naturalized	70%	52%	67%	68%	68%	64%
Language spoken at home	english	30%	13%	19%	29%	30%	24%
	spanish	21%	9%	12%	24%	35%	20%
	asian-lang	48%	78%	69%	47%	33%	55%
	other lang	2%	0%	1%	1%	1%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	33%	60%	51%	34%	31%	42%
Education (among those age 25+)	hs-grad	43%	46%	46%	51%	54%	48%
	bachelor	27%	18%	20%	22%	19%	21%
	graduatedegree	14%	7%	8%	10%	7%	9%
Child in Household	child-under18	25%	25%	28%	26%	26%	26%
Pct of Pop. Age 16+	employed	53%	55%	55%	51%	51%	53%
Household Income	income 0-25k	22%	34%	31%	20%	22%	26%
	income 25-50k	15%	24%	26%	22%	23%	22%
	income 50-75k	16%	15%	14%	16%	15%	15%
	income 75-200k	35%	23%	24%	35%	35%	31%
	income 200k-plus	12%	4%	6%	7%	4%	7%
Housing Stats	single family	67%	44%	55%	86%	79%	67%
	multi-family	33%	56%	45%	14%	21%	33%
	rented	40%	69%	60%	36%	41%	49%
	owned	60%	31%	40%	64%	59%	51%
Total population data from the 2010 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.							

Monterey Park 2019 Districting

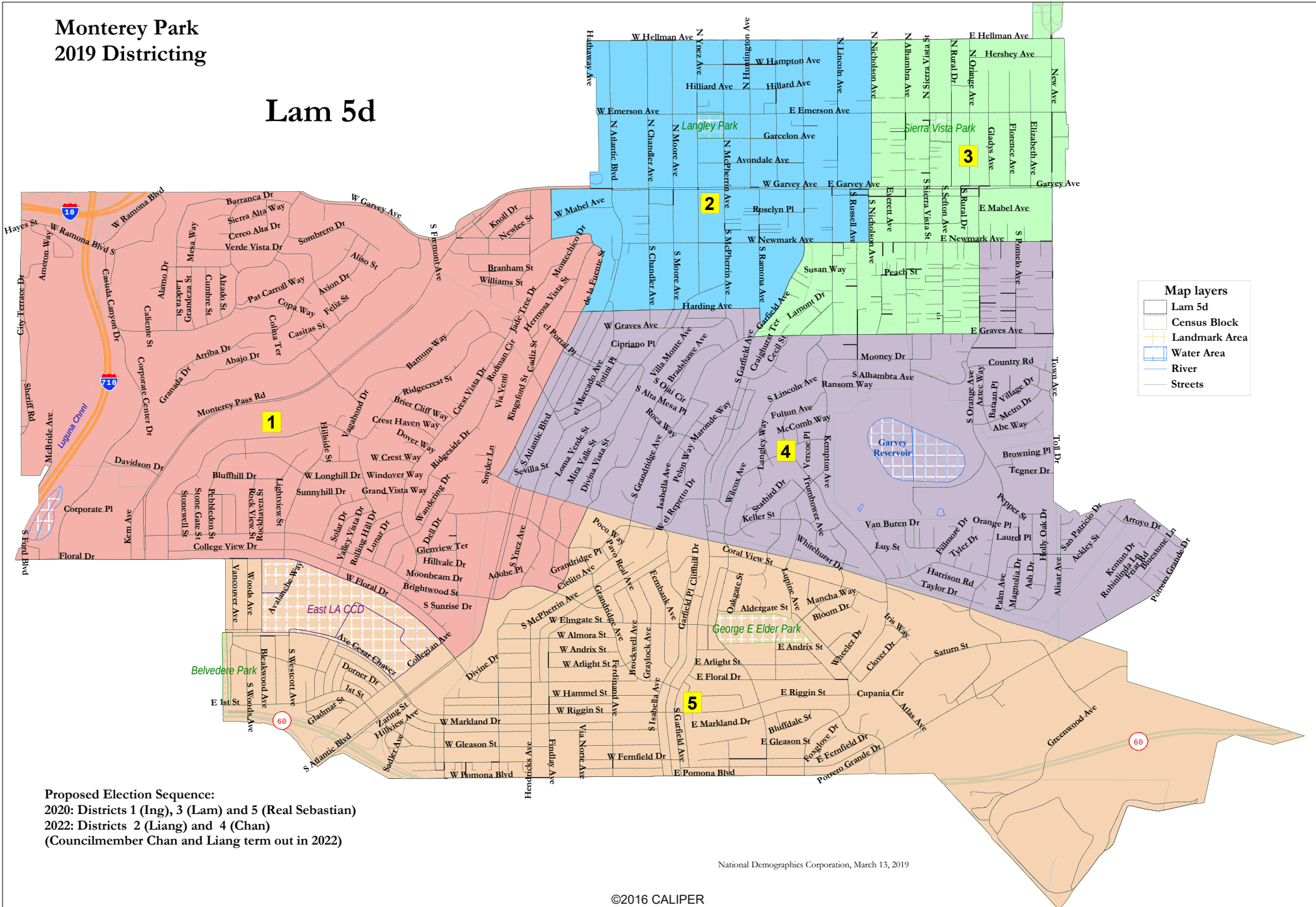
Lister 3



Monterey Park - Lister 3							
District		1	2	3	4	5	Total
Ideal	Total Pop	12,210	12,327	12,507	11,372	11,853	60,269
12,054	Deviation from ideal	156	273	453	-682	-201	1,135
	% Deviation	1.29%	2.26%	3.76%	-5.66%	-1.67%	9.42%
Total Pop	% Hisp	22%	13%	16%	58%	28%	27%
	% NH White	7%	3%	2%	5%	8%	5%
	% NH Black	1%	0%	0%	0%	0%	0%
	% Asian-American	70%	83%	81%	35%	63%	67%
Citizen Voting Age Pop	Total	9,117	7,478	7,206	7,707	7,797	39,305
	% Hisp	24%	15%	20%	56%	27%	29%
	% NH White	7%	4%	2%	5%	8%	5%
	% NH Black	1%	0%	1%	0%	1%	1%
	% Asian/Pac.Isl.	66%	80%	77%	38%	63%	65%
Voter Registration (Nov 2016)	Total	7,048	4,556	3,920	5,728	6,708	27,960
	% Latino est.	26%	19%	22%	59%	33%	33%
	% Spanish-Surnamed	23%	17%	20%	53%	30%	29%
	% Asian-Surnamed	51%	64%	60%	27%	44%	48%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	17%	14%	14%	11%	20%	16%
	% NH Black	2%	0%	2%	0%	1%	1%
Voter Turnout (Nov 2016)	Total	4,542	2,298	2,173	3,915	4,414	17,342
	% Latino est.	28%	25%	28%	62%	37%	37%
	% Spanish-Surnamed	25%	22%	25%	56%	33%	34%
	% Asian-Surnamed	49%	57%	54%	25%	40%	43%
	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	% NH White est.	18%	15%	14%	10%	20%	16%
	% NH Black	2%	0%	2%	0%	1%	1%
Voter Turnout (Nov 2014)	Total	2,179	827	791	1,423	2,050	7,269
	% Latino est.	20%	22%	26%	65%	32%	33%
	% Spanish-Surnamed	18%	20%	23%	58%	28%	30%
	% Asian-Surnamed	51%	59%	56%	22%	41%	44%
	% Filipino-Surnamed	1%	2%	2%	1%	2%	1%
	% NH White est.	26%	15%	14%	11%	24%	20%
	% NH Black est.	0%	0%	2%	0%	1%	1%
ACS Pop. Est.	Total	12,402	12,779	12,770	11,904	11,448	61,303
Age	age0-19	19%	18%	18%	22%	18%	19%
	age20-60	52%	56%	59%	53%	54%	55%
	age60plus	29%	25%	23%	25%	28%	26%
Immigration	immigrants	45%	66%	68%	40%	48%	54%
	naturalized	71%	60%	58%	68%	68%	64%
Language spoken at home	english	31%	16%	16%	31%	28%	24%
	spanish	22%	11%	11%	36%	23%	20%
	asian-lang	46%	73%	73%	32%	48%	55%
	other lang	2%	0%	0%	1%	1%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	31%	54%	57%	30%	34%	42%
Education (among those age 25+)	hs-grad	44%	47%	46%	54%	51%	48%
	bachelor	27%	18%	20%	19%	22%	21%
	graduatedegree	14%	9%	6%	7%	10%	9%
Child in Household	child-under18	25%	24%	29%	27%	26%	26%
Pct of Pop. Age 16+	employed	53%	53%	57%	52%	50%	53%
Household Income	income 0-25k	20%	35%	29%	22%	21%	26%
	income 25-50k	16%	21%	27%	23%	23%	22%
	income 50-75k	17%	14%	15%	15%	15%	15%
	income 75-200k	36%	26%	21%	35%	35%	31%
	income 200k-plus	12%	3%	7%	4%	7%	7%
Housing Stats	single family	73%	48%	52%	77%	85%	67%
	multi-family	27%	52%	48%	23%	15%	33%
	rented	36%	66%	63%	42%	36%	49%
	owned	64%	34%	37%	58%	64%	51%
Total population data from the 2010 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.							

Monterey Park 2019 Districting

Lam 5d



National Demographics Corporation, March 13, 2019

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Monterey Park - Lam 5d							
District		1	2	3	4	5	Total
Ideal	Total Pop	11,972	11,727	12,481	11,965	12,124	60,269
12,054	Deviation from ideal	-82	-327	427	-89	70	754
	% Deviation	-0.68%	-2.71%	3.54%	-0.74%	0.58%	6.26%
Total Pop	% Hisp	25%	12%	16%	25%	56%	27%
	% NH White	6%	3%	2%	7%	6%	5%
	% NH Black	1%	0%	0%	0%	0%	0%
	% Asian-American	68%	84%	80%	67%	37%	67%
Citizen Voting Age Pop	Total	8,437	7,193	7,374	7,527	8,773	39,305
	% Hisp	27%	15%	19%	27%	51%	29%
	% NH White	7%	4%	2%	8%	6%	5%
	% NH Black	1%	0%	0%	1%	0%	1%
	% Asian/Pac.Isl.	64%	80%	79%	63%	42%	65%
Voter Registration (Nov 2016)	Total	6,613	4,397	4,136	6,288	6,526	27,960
	% Latino est.	25%	20%	22%	29%	59%	33%
	% Spanish-Surnamed	23%	18%	20%	26%	53%	29%
	% Asian-Surnamed	52%	63%	60%	47%	26%	48%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	18%	14%	12%	19%	12%	16%
	% NH Black	2%	0%	2%	1%	0%	1%
Voter Turnout (Nov 2016)	Total	4,305	2,232	2,268	4,090	4,447	17,342
	% Latino est.	27%	25%	28%	33%	63%	37%
	% Spanish-Surnamed	24%	22%	25%	29%	56%	34%
	% Asian-Surnamed	50%	56%	54%	45%	23%	43%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	19%	16%	12%	19%	12%	16%
	% NH Black	2%	0%	2%	1%	0%	1%
Voter Turnout (Nov 2014)	Total	2,006	828	844	1,876	1,716	7,269
	% Latino est.	21%	21%	27%	31%	59%	33%
	% Spanish-Surnamed	19%	19%	24%	28%	53%	30%
	% Asian-Surnamed	52%	58%	58%	41%	25%	44%
	% Filipino-Surnamed	1%	2%	1%	2%	1%	1%
	% NH White est.	25%	16%	12%	24%	15%	20%
	% NH Black est.	0%	0%	1%	2%	0%	1%
ACS Pop. Est.	Total	12,016	12,202	12,799	11,415	12,871	61,303
Age	age0-19	20%	18%	18%	17%	22%	19%
	age20-60	51%	56%	59%	56%	53%	55%
	age60plus	29%	26%	23%	27%	25%	26%
Immigration	immigrants	43%	66%	67%	52%	40%	54%
	naturalized	71%	60%	58%	68%	68%	64%
Language spoken at home	english	31%	16%	16%	26%	32%	24%
	spanish	23%	11%	11%	20%	36%	20%
	asian-lang	45%	73%	73%	53%	31%	55%
	other lang	2%	0%	0%	1%	1%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	30%	54%	55%	38%	30%	42%
Education (among those age 25+)	hs-grad	43%	47%	46%	48%	56%	48%
	bachelor	28%	18%	19%	23%	18%	21%
	graduatedegree	14%	9%	7%	11%	6%	9%
Child in Household	child-under18	26%	24%	29%	27%	26%	26%
Pct of Pop. Age 16+	employed	53%	53%	56%	52%	51%	53%
Household Income	income 0-25k	21%	34%	31%	21%	21%	26%
	income 25-50k	15%	21%	27%	23%	25%	22%
	income 50-75k	17%	15%	15%	15%	15%	15%
	income 75-200k	35%	27%	22%	33%	36%	31%
	income 200k-plus	12%	3%	6%	8%	3%	7%
Housing Stats	single family	68%	49%	52%	83%	83%	67%
	multi-family	32%	51%	48%	17%	17%	33%
	rented	38%	65%	63%	38%	39%	49%
	owned	62%	35%	37%	62%	61%	51%
Total population data from the 2010 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.							

New comments:**Lee 1 – submitted by Chai Lee**

I personally don't think this makes sense for a small city like ours, maybe for a city with millions of residents. Seeing that it is the law we have no choice, hopefully this map will meet all the legal requirements.

Dem 2 – submitted by Monterey Park Democratic Club

We wanted districts that are compact, that had a community of interest, and which have a blend of homes and commerce. - Craig Athon (MPDC Secretary)

Lister 3 – submitted by Jason Lister

I think this map makes sense because the districts are compact, and the boundaries roughly follow topography and natural dividing lines. It attempts to group together similar neighborhoods, and similar communities of interest so that they have representation. Census tracts should be divided up (adjustments to the district boundaries made) to make the districts more population balanced. It is suggested to allow candidates living outside of the district to run provided the candidate lives in Monterey Park.

Previous map comments:**Dhing 1 – submitted by Jason Dhing**

The following criterias are used to create the 5 districts:

- 1 District 3 is created first based on the highest Hispanic percentage of total population. The Unit ID numbers that have percentage of population of Hispanics 35% or more are circled in the colored Population Unit ID Map (attached with email).
- 2 Approximate elementary school boundaries (based on Population Unit ID) of each Alhambra Unified School District are next drawn on the map as guidelines for the other 4 districts.
- 3 Each Population Unit ID are added to each based on the first 2 criteria, with a conscious balance of Number of Population, Voters and Registration in mind. Each district has almost equal number of Population, equal number of Voters and equal number of Registration.
- 4 Population Unit ID# 22 and 1 are purposely left out, because ID#22 is East Los Angeles College, and ID#1 is Monterey Park Marketplace. These two IDs should never be controlled by any district. Each district has some share of each of the business districts of the city [NDC note: *Population Units 22 and 1 have been added to their surrounding districts by NDC because by law all city territory must be assigned to a district.*]

Lau 1 – submitted by Gary Lau

I think this map makes sense because first and foremost it takes into consideration the racial makeup of the areas. Secondly, business interest for the main thoroughfares of Garfield, Atlantic, & Garvey is concentrated under 2 districts only. Thirdly, this map provides a sensible separation between commercial and residential interest. In summary, I think this approach offers a fair and logical political representation for the city's residents and businesses.

Lau 1, 2, 3 and 4 – submitted by Bill Lam

Districts based on “attendance zones for school, parks, and some communities.”

Yee 1 – submitted by Cindy Yee

Comments in separate letter from Ms. Yee.

Fromdatower 1 – Submitted by Teki Fromdatower

No comments submitted

Lopez 1 – Submitted by Mike Lopez

I think this map makes sense because: it follows the boundaries of most school districts and school communities, keeps neighborhoods together, reduces confusion (because current council members are each represented in a separate district) and a Latino district of 56% is created as required by the California Voting Rights Act.

Lister 1 – Jason Lister 4-district map

I think this map makes sense because the districts are compact, very well population balanced, and the boundaries roughly follow topography and natural dividing lines such as major streets. It attempts to group together similar neighborhoods, and similar communities of interest so that they have representation. Election sequence: 2020: Mayor, 2(vacant), 4(Real-Sebastian); 2022: 1(Liang), 3(Chan) *Incumbents living in district are noted; however it is suggested to allow candidates living outside of the district to run provided the candidate lives in Monterey Park.

Lister 2 – Jason Lister 5-district map

Awaiting comments from submitter.

ATTACHMENT 3

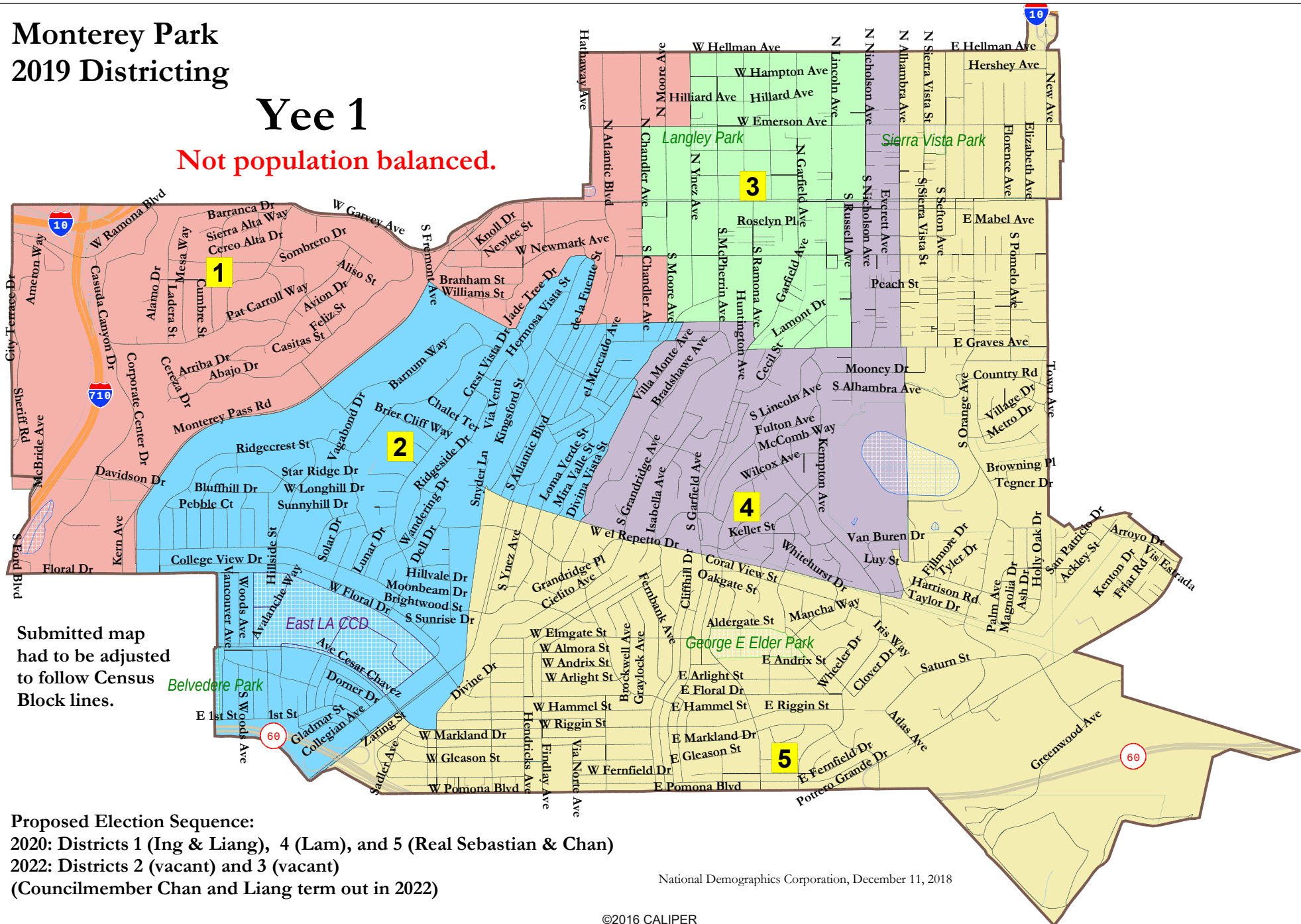
Maps not selected from February 20, 2018
City Council Meeting, including Maps 24 & 25

Maps not selected and Map 24 & 25 (may be challenged)

<u>Maps</u>	<u>Date Submitted</u>	<u># of districts</u>
Map 1 – Cindy Yee	December 5, 2018	Not Population Balanced
Map 2 – Teki Fromdatower	December 18, 2018	5 Districts
Map 6 – Bill Lam	January 29, 2019	5 Districts
Map 7 – Bill Lam	January 29, 2019	7 Districts
Map 8 – Bill Lam	January 29, 2019	7 Districts
Map 10 – Jason Lister	February 3, 2019	4 Districts
Map 11 – Jason Lister	February 3, 2019	5 Districts
Map 12 – Bill Lam	February 5, 2019	9 Districts
Map 13 – Bill Lam	February 5, 2019	9 Districts
Map 14 – Jennifer Tang on Behalf of MPK Democratic Club	February 11, 2019	Not Population Balanced
Map 15 – Apple (NDC)	February 13, 2019	4 Districts
Map 16 – Peach (NDC)	February 13, 2019	4 Districts
Map 24 – Bill Lam 5c	Not Population Balanced	
Map 25 – Bill Lam 5e	Dilution Concerns	

Yee 1

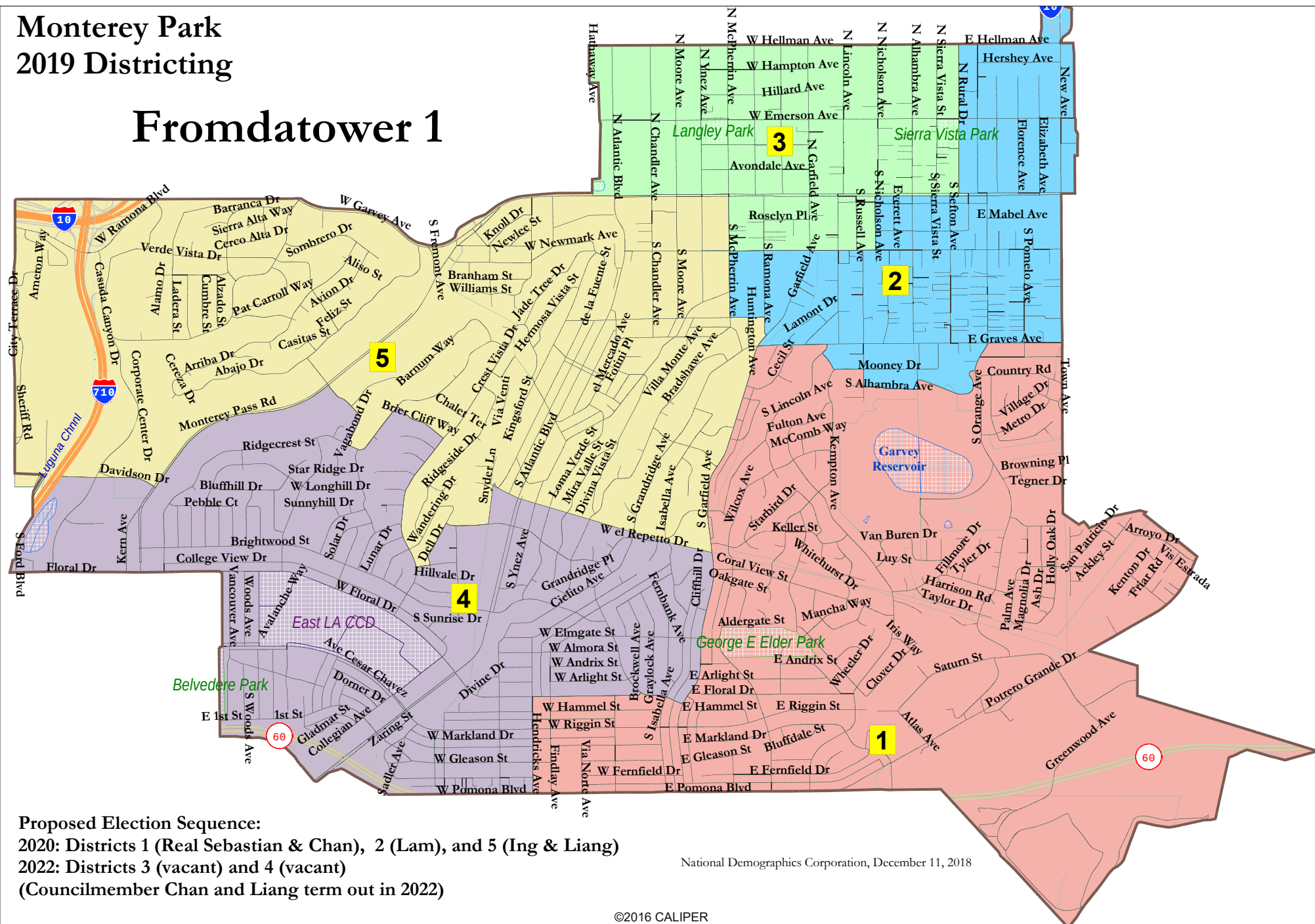
Not population balanced.



Monterey Park - Yee 1 (not population balanced)							
District		1	2	3	4	5	Total
Ideal	Total Pop	7,029	9,886	9,794	8,094	25,466	60,269
12,054	Deviation from ideal	-5,025	-2,168	-2,260	-3,960	13,412	18,437
	% Deviation	-41.69%	-17.99%	-18.75%	-32.85%	111.27%	152.95%
Total Pop	% Hisp	19%	33%	12%	23%	34%	27%
	% NH White	5%	5%	3%	7%	5%	5%
	% NH Black	0%	0%	0%	0%	0%	0%
	% Asian-American	75%	60%	84%	69%	60%	67%
Citizen Voting Age Pop	Total	5,239	6,796	5,722	4,638	16,909	39,305
	% Hisp	20%	33%	15%	28%	35%	29%
	% NH White	5%	7%	4%	8%	5%	5%
	% NH Black	0%	1%	0%	1%	0%	1%
	% Asian/Pac.Isl.	74%	59%	80%	63%	60%	65%
Voter Registration (Nov 2016)	Total	3,740	5,391	3,520	3,964	11,345	27,960
	% Latino est.	22%	36%	18%	28%	41%	33%
	% Spanish-Surnamed	19%	32%	16%	25%	37%	29%
	% Asian-Surnamed	55%	46%	65%	49%	41%	48%
	% Filipino-Surnamed	1%	1%	1%	1%	2%	1%
	% NH White est.	18%	15%	14%	19%	15%	16%
	% NH Black	0%	2%	0%	1%	1%	1%
Voter Turnout (Nov 2016)	Total	2,307	3,520	1,749	2,424	7,342	17,342
	% Latino est.	24%	38%	24%	33%	46%	37%
	% Spanish-Surnamed	21%	34%	21%	29%	42%	34%
	% Asian-Surnamed	52%	44%	58%	44%	36%	43%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	19%	15%	15%	19%	14%	16%
	% NH Black	0%	2%	0%	1%	1%	1%
Voter Turnout (Nov 2014)	Total	1,096	1,479	637	1,088	2,971	7,269
	% Latino est.	19%	29%	23%	30%	43%	33%
	% Spanish-Surnamed	17%	26%	21%	27%	39%	30%
	% Asian-Surnamed	51%	49%	59%	42%	37%	44%
	% Filipino-Surnamed	1%	0%	2%	1%	2%	1%
	% NH White est.	27%	21%	14%	23%	17%	20%
	% NH Black est.	0%	0%	0%	2%	1%	1%
ACS Pop. Est.	Total	7,518	9,876	9,955	7,757	26,198	61,303
Age	age0-19	17%	23%	18%	17%	19%	19%
	age20-60	52%	52%	56%	55%	57%	55%
	age60plus	30%	25%	26%	28%	25%	26%
Immigration	immigrants	55%	39%	67%	57%	53%	54%
	naturalized	69%	68%	61%	63%	63%	64%
Language spoken at home	english	28%	30%	16%	23%	24%	24%
	spanish	14%	29%	10%	16%	24%	20%
	asian-lang	56%	40%	74%	60%	51%	55%
	other lang	2%	1%	0%	1%	1%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	41%	28%	55%	44%	41%	42%
Education (among those age 25+)	hs-grad	44%	43%	47%	47%	52%	48%
	bachelor	24%	26%	18%	21%	20%	21%
	graduatedegree	14%	12%	9%	10%	7%	9%
Child in Household	child-under18	20%	30%	25%	26%	27%	26%
Pct of Pop. Age 16+	employed	51%	53%	53%	51%	54%	53%
Household Income	income 0-25k	24%	27%	35%	25%	22%	26%
	income 25-50k	14%	17%	23%	24%	25%	22%
	income 50-75k	14%	17%	14%	15%	16%	15%
	income 75-200k	37%	31%	25%	30%	31%	31%
	income 200k-plus	10%	9%	3%	6%	6%	7%
Housing Stats	single family	71%	64%	46%	71%	74%	67%
	multi-family	29%	36%	54%	29%	26%	33%
	rented	40%	47%	66%	46%	46%	49%
	owned	60%	53%	34%	54%	54%	51%
Total population data from the 2010 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.							

Monterey Park 2019 Districting

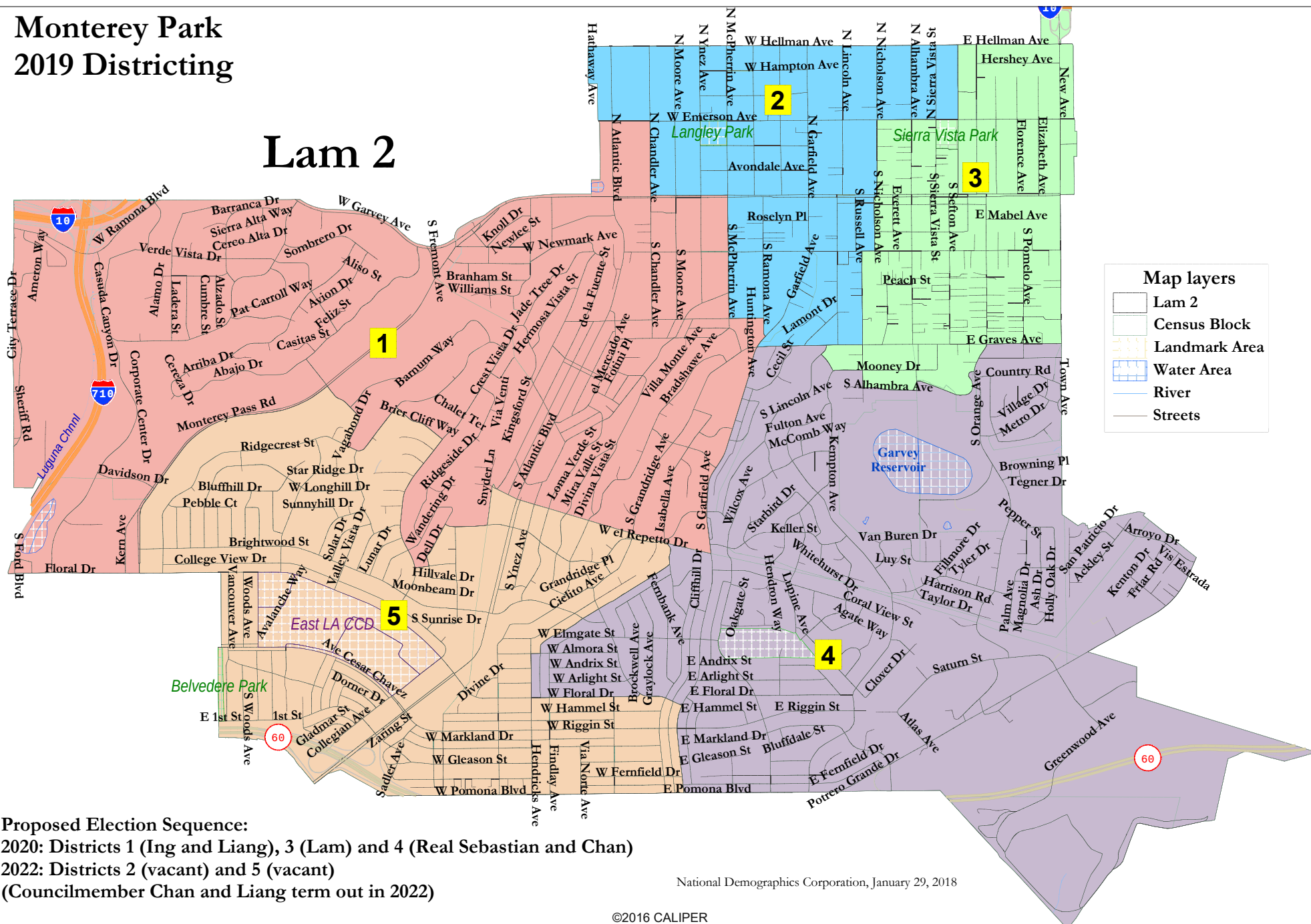
Fromdatower 1



Monterey Park - Fromdatower 1							
District		1	2	3	4	5	Total
Ideal	Total Pop	11,718	12,489	12,172	12,282	11,608	60,269
12,054	Deviation from ideal	-336	435	118	228	-446	881
	% Deviation	-2.79%	3.61%	0.98%	1.89%	-3.70%	7.31%
Total Pop	% Hisp	38%	19%	12%	44%	22%	27%
	% NH White	8%	2%	3%	5%	6%	5%
	% NH Black	0%	0%	0%	0%	1%	0%
	% Asian-American	52%	78%	85%	49%	71%	67%
Citizen Voting Age Pop	Total	7,933	7,439	6,897	8,779	8,256	39,305
	% Hisp	36%	22%	14%	40%	28%	29%
	% NH White	8%	2%	4%	6%	7%	5%
	% NH Black	0%	0%	0%	1%	1%	1%
	% Asian/Pac.Isl.	55%	76%	82%	52%	64%	65%
Voter Registration (Nov 2016)	Total	6,765	4,300	4,119	6,282	6,494	27,960
	% Latino est.	42%	24%	18%	46%	26%	33%
	% Spanish-Surnamed	38%	21%	16%	42%	23%	29%
	% Asian-Surnamed	37%	58%	65%	37%	52%	48%
	% Filipino-Surnamed	2%	1%	1%	1%	1%	1%
	% NH White est.	19%	12%	14%	13%	17%	16%
	% NH Black	0%	2%	0%	1%	2%	1%
Voter Turnout (Nov 2016)	Total	4,557	2,425	2,035	4,216	4,109	17,342
	% Latino est.	45%	29%	23%	50%	28%	37%
	% Spanish-Surnamed	41%	26%	21%	45%	25%	34%
	% Asian-Surnamed	34%	52%	58%	35%	49%	43%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	18%	13%	16%	13%	18%	16%
	% NH Black	0%	2%	0%	1%	2%	1%
Voter Turnout (Nov 2014)	Total	2,038	880	746	1,616	1,990	7,269
	% Latino est.	41%	28%	20%	43%	23%	33%
	% Spanish-Surnamed	37%	25%	18%	39%	21%	30%
	% Asian-Surnamed	34%	54%	60%	39%	48%	44%
	% Filipino-Surnamed	2%	2%	2%	0%	1%	1%
	% NH White est.	21%	16%	15%	15%	25%	20%
	% NH Black est.	1%	1%	1%	0%	1%	1%
ACS Pop. Est.	Total	11,671	12,711	12,461	12,394	12,067	61,303
Age	age0-19	20%	19%	17%	21%	18%	19%
	age20-60	54%	58%	57%	53%	53%	55%
	age60plus	27%	22%	26%	26%	29%	26%
Immigration	immigrants	46%	63%	71%	40%	48%	54%
	naturalized	64%	62%	56%	72%	72%	64%
Language spoken at home	english	29%	18%	14%	30%	30%	24%
	spanish	29%	12%	8%	33%	19%	20%
	asian-lang	40%	69%	78%	37%	49%	55%
	other lang	1%	0%	0%	1%	2%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	33%	51%	60%	29%	34%	42%
Education (among those age 25+)	hs-grad	54%	46%	46%	50%	45%	48%
	bachelor	21%	20%	18%	22%	25%	21%
	graduatedegree	9%	7%	8%	10%	13%	9%
Child in Household	child-under18	27%	30%	23%	27%	23%	26%
Pct of Pop. Age 16+	employed	50%	56%	54%	53%	52%	53%
Household Income	income 0-25k	19%	29%	36%	24%	20%	26%
	income 25-50k	24%	27%	23%	20%	16%	22%
	income 50-75k	14%	14%	14%	17%	17%	15%
	income 75-200k	38%	23%	24%	32%	37%	31%
	income 200k-plus	6%	7%	3%	7%	10%	7%
Housing Stats	single family	85%	58%	41%	71%	80%	67%
	multi-family	15%	42%	59%	29%	20%	33%
	rented	37%	59%	71%	43%	33%	49%
	owned	63%	41%	29%	57%	67%	51%
Total population data from the 2010 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.							

Monterey Park 2019 Districting

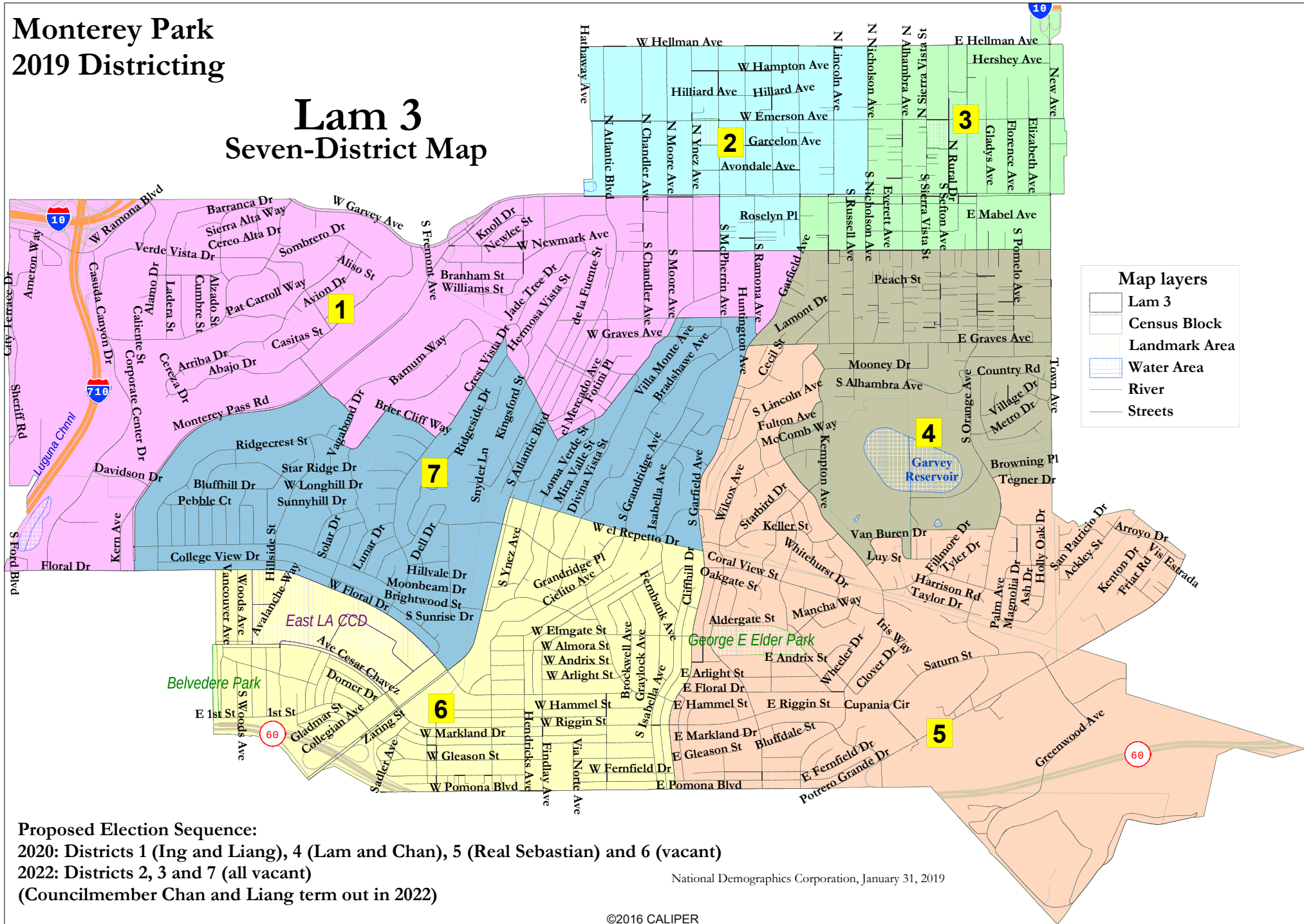
Lam 2



Monterey Park - Lam 2							
District		1	2	3	4	5	Total
Ideal	Total Pop	11,970	11,876	12,423	11,923	12,077	60,269
12,054	Deviation from ideal	-84	-178	369	-131	23	547
	% Deviation	-0.70%	-1.48%	3.06%	-1.09%	0.19%	4.54%
Total Pop	% Hisp	21%	12%	18%	36%	47%	27%
	% NH White	6%	3%	2%	8%	5%	5%
	% NH Black	1%	0%	0%	0%	0%	0%
	% Asian-American	71%	84%	79%	54%	47%	67%
Citizen Voting Age Pop	Total	8,477	7,027	7,089	8,169	8,542	39,305
	% Hisp	27%	14%	22%	33%	43%	29%
	% NH White	6%	4%	2%	8%	6%	5%
	% NH Black	1%	0%	0%	0%	1%	1%
	% Asian/Pac.Isl.	64%	81%	75%	57%	49%	65%
Voter Registration (Nov 2016)	Total	6,659	4,118	4,137	6,910	6,136	27,960
	% Latino est.	25%	18%	23%	40%	48%	33%
	% Spanish-Surnamed	23%	16%	21%	36%	43%	29%
	% Asian-Surnamed	52%	64%	59%	38%	36%	48%
	% Filipino-Surnamed	1%	1%	2%	2%	1%	1%
	% NH White est.	17%	14%	13%	19%	12%	16%
	% NH Black	2%	0%	2%	0%	1%	1%
Voter Turnout (Nov 2016)	Total	4,185	2,053	2,331	4,670	4,103	17,342
	% Latino est.	28%	24%	29%	44%	51%	37%
	% Spanish-Surnamed	25%	21%	26%	39%	46%	34%
	% Asian-Surnamed	49%	57%	53%	35%	34%	43%
	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	% NH White est.	18%	15%	13%	19%	12%	16%
	% NH Black	2%	0%	2%	0%	1%	1%
Voter Turnout (Nov 2014)	Total	2,033	725	857	2,119	1,535	7,269
	% Latino est.	23%	21%	27%	40%	45%	33%
	% Spanish-Surnamed	21%	19%	24%	36%	40%	30%
	% Asian-Surnamed	49%	60%	53%	35%	39%	44%
	% Filipino-Surnamed	1%	2%	2%	2%	0%	1%
	% NH White est.	25%	15%	16%	22%	14%	20%
	% NH Black est.	1%	1%	1%	1%	0%	1%
ACS Pop. Est.	Total	12,421	12,201	12,616	11,793	12,272	61,303
Age	age0-19	18%	18%	18%	19%	22%	19%
	age20-60	53%	57%	59%	53%	54%	55%
	age60plus	29%	25%	23%	28%	24%	26%
Immigration	immigrants	49%	69%	65%	45%	40%	54%
	naturalized	71%	58%	60%	68%	69%	64%
Language spoken at home	english	30%	15%	17%	30%	29%	24%
	spanish	19%	9%	12%	27%	35%	20%
	asian-lang	50%	76%	70%	42%	35%	55%
	other lang	2%	0%	0%	1%	1%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	35%	57%	54%	33%	29%	42%
Education (among those age 25+)	hs-grad	45%	46%	46%	54%	50%	48%
	bachelor	24%	18%	20%	21%	22%	21%
	graduatedegree	13%	9%	7%	9%	10%	9%
Child in Household	child-under18	23%	24%	29%	26%	28%	26%
Pct of Pop. Age 16+	employed	52%	53%	56%	49%	54%	53%
Household Income	income 0-25k	21%	36%	29%	20%	23%	26%
	income 25-50k	17%	23%	27%	23%	20%	22%
	income 50-75k	16%	14%	15%	14%	17%	15%
	income 75-200k	36%	24%	23%	37%	33%	31%
	income 200k-plus	10%	3%	7%	6%	6%	7%
Housing Stats	single family	78%	43%	56%	87%	69%	67%
	multi-family	22%	57%	44%	13%	31%	33%
	rented	35%	69%	60%	33%	46%	49%
	owned	65%	31%	40%	67%	54%	51%
Total population data from the 2010 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.							

Monterey Park 2019 Districting

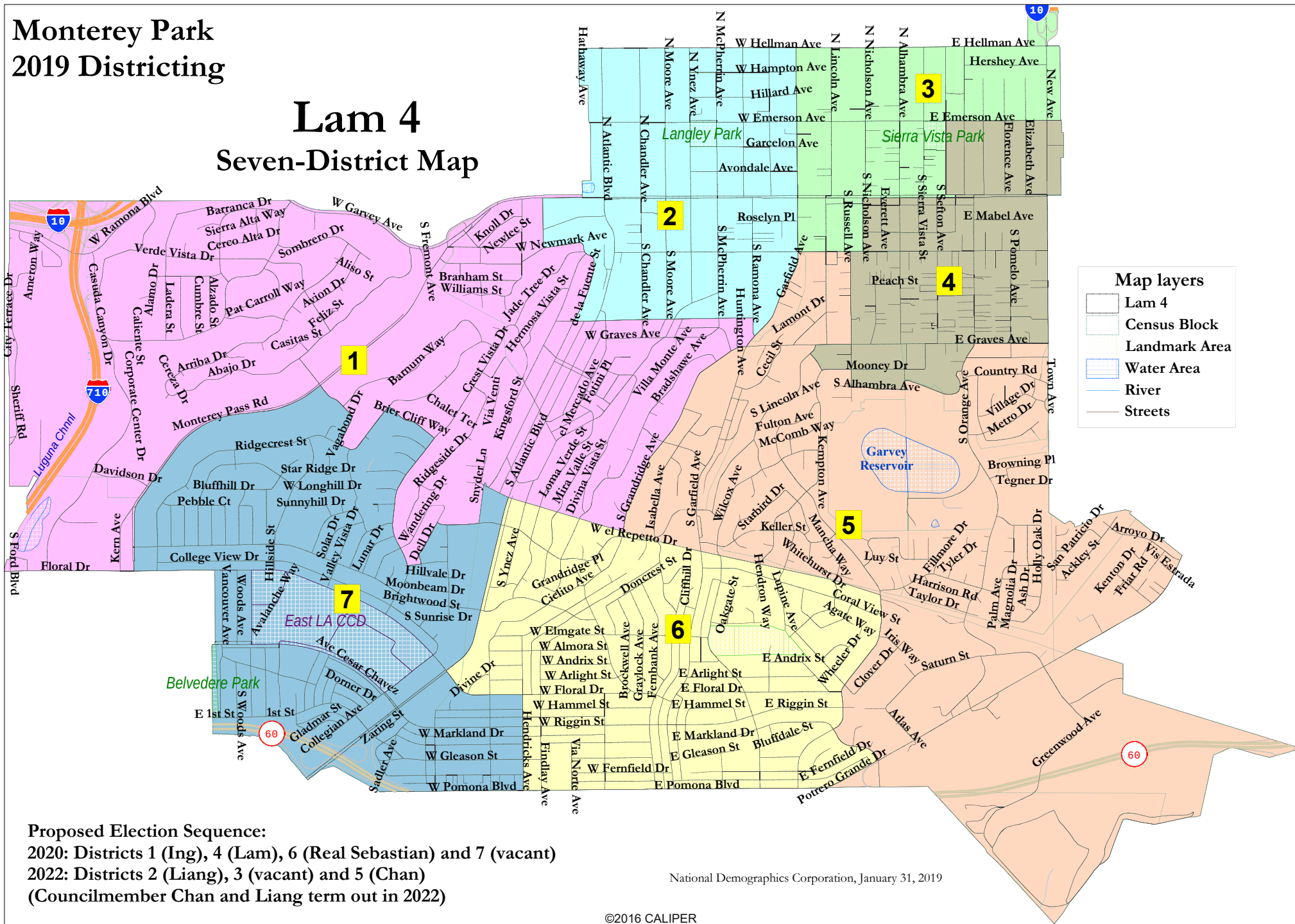
Lam 3 Seven-District Map



Monterey Park - Lam 3									
District		1	2	3	4	5	6	7	Total
Ideal	Total Pop	8,657	8,477	8,807	8,618	8,469	8,641	8,600	60,269
12,054	Deviation from ideal	47	-133	197	8	-141	31	-10	338
	% Deviation	0.55%	-1.54%	2.29%	0.09%	-1.64%	0.36%	-0.12%	3.93%
Total Pop	% Hisp	19%	12%	16%	20%	36%	58%	28%	27%
	% NH White	5%	3%	2%	3%	9%	6%	6%	5%
	% NH Black	0%	0%	0%	0%	0%	0%	1%	0%
	% Asian-American	74%	84%	81%	76%	53%	36%	64%	67%
Citizen Voting Age Pop	Total	6,316	4,918	4,848	5,372	5,572	6,450	5,828	39,305
	% Hisp	23%	12%	20%	21%	34%	51%	32%	29%
	% NH White	6%	4%	2%	3%	9%	6%	8%	5%
	% NH Black	0%	0%	0%	0%	0%	1%	2%	1%
	% Asian/Pac.Isl.	70%	82%	78%	75%	56%	42%	58%	65%
Voter Registration (Nov 2016)	Total	4,763	3,029	2,878	3,271	4,986	4,475	4,558	27,960
	% Latino est.	24%	17%	23%	24%	41%	62%	28%	33%
	% Spanish-Surnamed	21%	15%	20%	21%	37%	55%	26%	29%
	% Asian-Surnamed	54%	66%	60%	56%	37%	26%	50%	48%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%	1%
	% NH White est.	18%	14%	14%	15%	20%	10%	17%	16%
	% NH Black	0%	0%	2%	1%	0%	0%	4%	1%
Voter Turnout (Nov 2016)	Total	2,956	1,474	1,582	1,928	3,373	3,050	2,979	17,342
	% Latino est.	26%	22%	29%	28%	44%	66%	30%	37%
	% Spanish-Surnamed	23%	20%	26%	25%	40%	59%	27%	34%
	% Asian-Surnamed	51%	58%	53%	51%	34%	23%	48%	43%
	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%	1%	1%
	% NH White est.	19%	16%	14%	16%	20%	8%	17%	16%
	% NH Black	0%	0%	2%	1%	0%	0%	4%	1%
Voter Turnout (Nov 2014)	Total	1,427	542	585	758	1,544	1,119	1,294	7,269
	% Latino est.	22%	19%	27%	24%	42%	61%	25%	33%
	% Spanish-Surnamed	19%	17%	24%	22%	37%	55%	22%	30%
	% Asian-Surnamed	50%	61%	57%	52%	32%	26%	51%	44%
	% Filipino-Surnamed	1%	2%	1%	2%	2%	1%	1%	1%
	% NH White est.	26%	15%	13%	20%	23%	11%	22%	20%
	% NH Black est.	0%	0%	1%	2%	1%	1%	1%	1%
ACS Pop. Est.	Total	9,071	8,742	9,101	8,402	8,485	8,982	8,519	61,303
Age	age0-19	18%	17%	17%	20%	20%	20%	21%	19%
	age20-60	52%	57%	60%	56%	53%	54%	54%	55%
	age60plus	30%	26%	24%	24%	27%	26%	26%	26%
Immigration	immigrants	51%	70%	69%	59%	45%	41%	40%	54%
	naturalized	72%	57%	54%	68%	63%	74%	68%	64%
Language spoken at home	english	29%	14%	15%	21%	31%	29%	30%	24%
	spanish	17%	8%	10%	15%	28%	38%	25%	20%
	asian-lang	52%	78%	74%	64%	40%	32%	43%	55%
	other lang	2%	0%	0%	1%	1%	1%	1%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	38%	59%	57%	48%	32%	32%	26%	42%
Education (among those age 25+)	hs-grad	44%	46%	47%	46%	53%	56%	44%	48%
	bachelor	24%	18%	19%	21%	21%	17%	28%	21%
	graduatedegree	13%	9%	6%	9%	9%	7%	13%	9%
Child in Household	child-under18	22%	22%	28%	29%	28%	24%	30%	26%
Pct of Pop. Age 16+	employed	51%	53%	56%	54%	49%	52%	55%	53%
Household Income	income 0-25k	21%	37%	31%	27%	20%	23%	21%	26%
	income 25-50k	16%	21%	26%	26%	23%	24%	17%	22%
	income 50-75k	15%	14%	15%	14%	14%	16%	20%	15%
	income 75-200k	37%	25%	21%	26%	38%	35%	31%	31%
	income 200k-plus	10%	3%	6%	7%	6%	3%	11%	7%
Housing Stats	single family	78%	40%	50%	65%	86%	82%	67%	67%
	multi-family	22%	60%	50%	35%	14%	18%	33%	33%
	rented	34%	72%	66%	51%	35%	41%	42%	49%
	owned	66%	28%	34%	49%	65%	59%	58%	51%
Total population data from the 2010 Decennial Census.									
Surname-based Voter Registration and Turnout data from the California Statewide Database.									
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.									

Monterey Park 2019 Districting

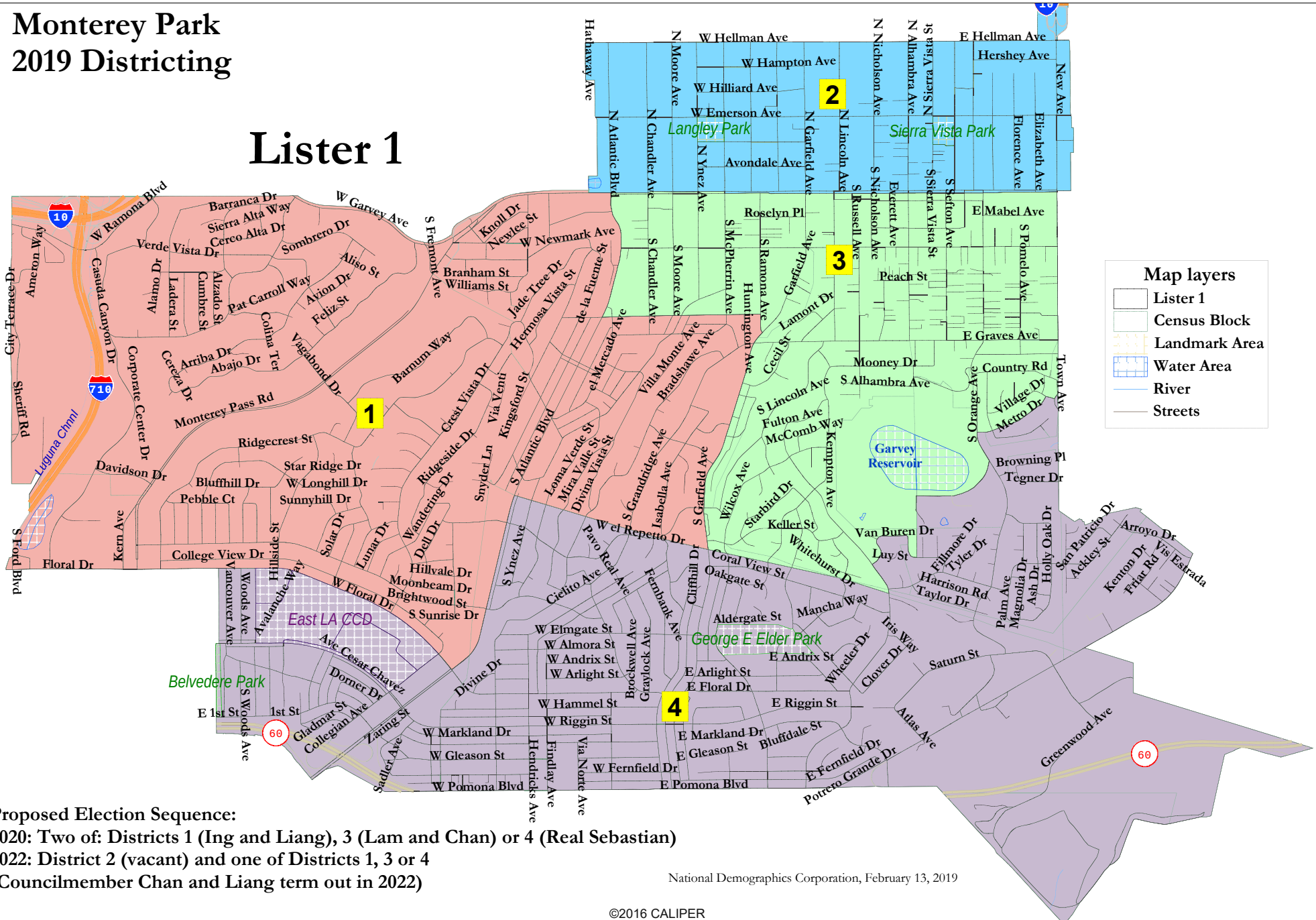
Lam 4 Seven-District Map



Monterey Park - Lam 4									
District		1	2	3	4	5	6	7	Total
Ideal	Total Pop	8,498	8,633	8,588	8,676	8,294	8,691	8,889	60,269
12,054	Deviation from ideal	-112	23	-22	66	-316	81	279	382
	% Deviation	-1.30%	0.27%	-0.26%	0.77%	-3.67%	0.94%	3.24%	4.44%
Total Pop	% Hisp	23%	13%	12%	20%	25%	49%	46%	27%
	% NH White	7%	3%	3%	3%	8%	8%	4%	5%
	% NH Black	1%	0%	0%	0%	0%	0%	0%	0%
	% Asian-American	69%	83%	84%	77%	65%	42%	48%	67%
Citizen Voting Age Pop	Total	6,072	5,534	4,596	5,141	5,363	6,548	6,051	39,305
	% Hisp	28%	16%	16%	24%	22%	48%	40%	29%
	% NH White	7%	4%	3%	2%	9%	7%	6%	5%
	% NH Black	1%	0%	0%	1%	0%	0%	1%	1%
	% Asian/Pac.Isl.	62%	80%	80%	74%	68%	43%	54%	65%
Voter Registration (Nov 2016)	Total	5,061	3,539	2,429	3,057	4,629	4,779	4,466	27,960
	% Latino est.	25%	20%	19%	24%	31%	53%	45%	33%
	% Spanish-Surnamed	23%	18%	17%	21%	28%	48%	40%	29%
	% Asian-Surnamed	52%	62%	63%	58%	46%	29%	39%	48%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%	1%
	% NH White est.	18%	14%	13%	14%	20%	15%	13%	16%
	% NH Black	2%	0%	2%	1%	1%	0%	1%	1%
Voter Turnout (Nov 2016)	Total	3,263	1,822	1,257	1,737	3,045	3,233	2,984	17,342
	% Latino est.	27%	26%	25%	29%	34%	58%	47%	37%
	% Spanish-Surnamed	24%	23%	23%	26%	31%	52%	43%	34%
	% Asian-Surnamed	49%	55%	57%	52%	43%	26%	37%	43%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%	1%
	% NH White est.	18%	16%	14%	14%	20%	14%	12%	16%
	% NH Black	2%	0%	2%	1%	1%	0%	1%	1%
Voter Turnout (Nov 2014)	Total	1,614	689	431	665	1,442	1,316	1,113	7,269
	% Latino est.	22%	22%	22%	27%	31%	55%	40%	33%
	% Spanish-Surnamed	20%	20%	20%	24%	28%	49%	36%	30%
	% Asian-Surnamed	48%	58%	58%	53%	42%	26%	43%	44%
	% Filipino-Surnamed	1%	1%	1%	2%	2%	1%	0%	1%
	% NH White est.	27%	16%	13%	17%	23%	17%	16%	20%
	% NH Black est.	1%	0%	2%	1%	2%	0%	0%	1%
ACS Pop. Est.	Total	8,741	9,241	8,630	8,705	7,800	9,255	8,931	61,303
Age	age0-19	18%	19%	15%	20%	18%	20%	23%	19%
	age20-60	52%	56%	58%	58%	54%	54%	53%	55%
	age60plus	30%	25%	26%	22%	28%	26%	24%	26%
Immigration	immigrants	46%	63%	74%	62%	51%	42%	38%	54%
	naturalized	72%	62%	53%	64%	68%	69%	67%	64%
Language spoken at home	english	33%	18%	13%	19%	26%	32%	30%	24%
	spanish	19%	13%	8%	13%	21%	33%	34%	20%
	asian-lang	47%	69%	79%	68%	52%	34%	36%	55%
	other lang	2%	0%	0%	1%	1%	1%	1%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	32%	50%	63%	53%	36%	30%	28%	42%
Education (among those age 25+)	hs-grad	43%	48%	45%	45%	50%	57%	47%	48%
	bachelor	26%	18%	17%	21%	22%	18%	24%	21%
	graduatedegree	14%	10%	6%	7%	11%	7%	11%	9%
Child in Household	child-under18	23%	24%	25%	30%	27%	26%	29%	26%
Pct of Pop. Age 16+	employed	51%	53%	55%	56%	50%	52%	54%	53%
Household Income	income 0-25k	19%	34%	33%	27%	23%	16%	26%	26%
	income 25-50k	16%	18%	28%	28%	22%	25%	18%	22%
	income 50-75k	16%	15%	15%	15%	14%	17%	16%	15%
	income 75-200k	37%	30%	20%	23%	34%	37%	32%	31%
	income 200k-plus	12%	4%	4%	7%	7%	4%	8%	7%
Housing Stats	single family	80%	54%	40%	59%	82%	88%	64%	67%
	multi-family	20%	46%	60%	41%	18%	12%	36%	33%
	rented	31%	64%	69%	57%	39%	33%	49%	49%
	owned	69%	36%	31%	43%	61%	67%	51%	51%
Total population data from the 2010 Decennial Census.									
Surname-based Voter Registration and Turnout data from the California Statewide Database.									
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.									

Monterey Park 2019 Districting

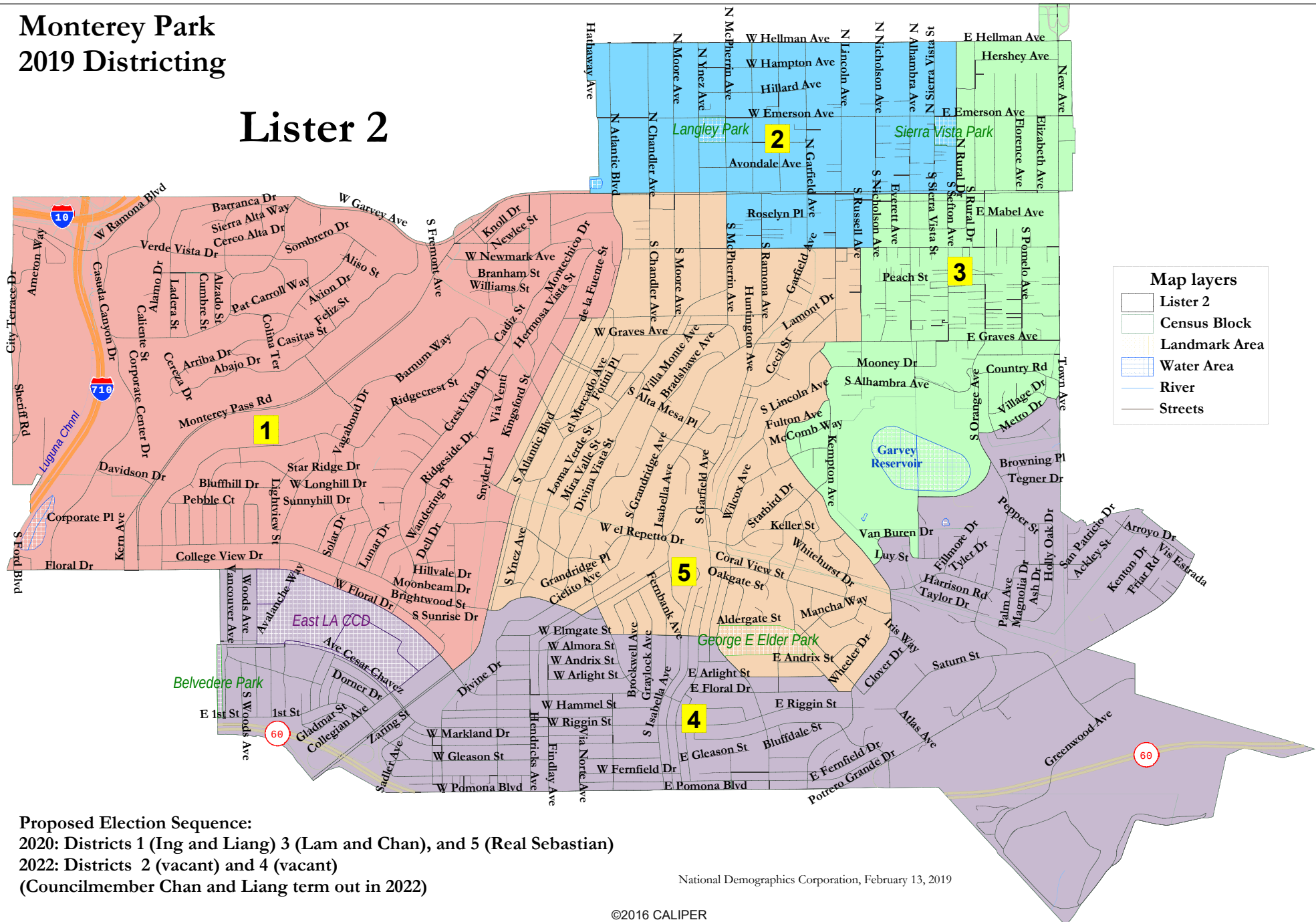
Lister 1



Monterey Park - Lister 1						
District		1	2	3	4	Total
Ideal	Total Pop	14,997	14,820	15,196	15,256	60,269
#REF!	Deviation from ideal	-70	-247	129	189	436
	% Deviation	-0.46%	-1.64%	0.86%	1.25%	2.89%
Total Pop	% Hisp	25%	13%	20%	50%	27%
	% NH White	6%	2%	4%	7%	5%
	% NH Black	1%	0%	0%	0%	0%
	% Asian-American	67%	84%	75%	42%	67%
Citizen Voting Age Pop	Total	10,619	8,322	9,247	11,117	39,305
	% Hisp	28%	14%	23%	44%	29%
	% NH White	7%	3%	4%	7%	5%
	% NH Black	1%	0%	0%	0%	1%
	% Asian/Pac.Isl.	62%	82%	72%	48%	65%
Voter Registration (Nov 2016)	Total	8,369	5,043	6,163	8,385	27,960
	% Latino est.	26%	19%	25%	53%	33%
	% Spanish-Surnamed	24%	17%	22%	48%	29%
	% Asian-Surnamed	51%	63%	55%	30%	48%
	% Filipino-Surnamed	1%	1%	1%	1%	1%
	% NH White est.	18%	14%	17%	14%	16%
	% NH Black	2%	1%	0%	0%	1%
Voter Turnout (Nov 2016)	Total	5,415	2,586	3,617	5,723	17,342
	% Latino est.	28%	25%	30%	57%	37%
	% Spanish-Surnamed	25%	22%	27%	51%	34%
	% Asian-Surnamed	49%	56%	49%	28%	43%
	% Filipino-Surnamed	1%	1%	1%	1%	1%
	% NH White est.	18%	15%	17%	13%	16%
	% NH Black	2%	1%	0%	0%	1%
Voter Turnout (Nov 2014)	Total	2,529	955	1,426	2,359	7,269
	% Latino est.	23%	23%	27%	52%	33%
	% Spanish-Surnamed	21%	20%	24%	47%	30%
	% Asian-Surnamed	50%	60%	49%	29%	44%
	% Filipino-Surnamed	1%	1%	2%	1%	1%
	% NH White est.	25%	13%	21%	16%	20%
	% NH Black est.	1%	1%	1%	1%	1%
ACS Pop. Est.	Total	15,177	15,358	14,977	15,791	61,303
Age	age0-19	19%	16%	20%	21%	19%
	age20-60	52%	59%	56%	53%	55%
	age60plus	28%	25%	25%	26%	26%
Immigration	immigrants	44%	71%	58%	42%	54%
	naturalized	71%	54%	68%	68%	64%
Language spoken at home	english	31%	14%	21%	31%	24%
	spanish	22%	9%	16%	34%	20%
	asian-lang	46%	77%	62%	34%	55%
	other lang	2%	0%	1%	1%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	30%	59%	46%	31%	42%
Education (among those age 25+)	hs-grad	43%	47%	47%	55%	48%
	bachelor	27%	18%	21%	19%	21%
	graduatedegree	14%	7%	10%	7%	9%
Child in Household	child-under18	26%	24%	29%	26%	26%
Pct of Pop. Age 16+	employed	53%	55%	53%	51%	53%
Household Income	income 0-25k	20%	35%	27%	21%	26%
	income 25-50k	16%	23%	25%	24%	22%
	income 50-75k	17%	15%	14%	15%	15%
	income 75-200k	35%	23%	28%	36%	31%
	income 200k-plus	12%	4%	7%	4%	7%
Housing Stats	single family	73%	43%	67%	84%	67%
	multi-family	27%	57%	33%	16%	33%
	rented	37%	71%	50%	38%	49%
	owned	63%	29%	50%	62%	51%
Total population data from the 2010 Decennial Census.						
Surname-based Voter Registration and Turnout data from the California Statewide Database.						
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.						

Monterey Park 2019 Districting

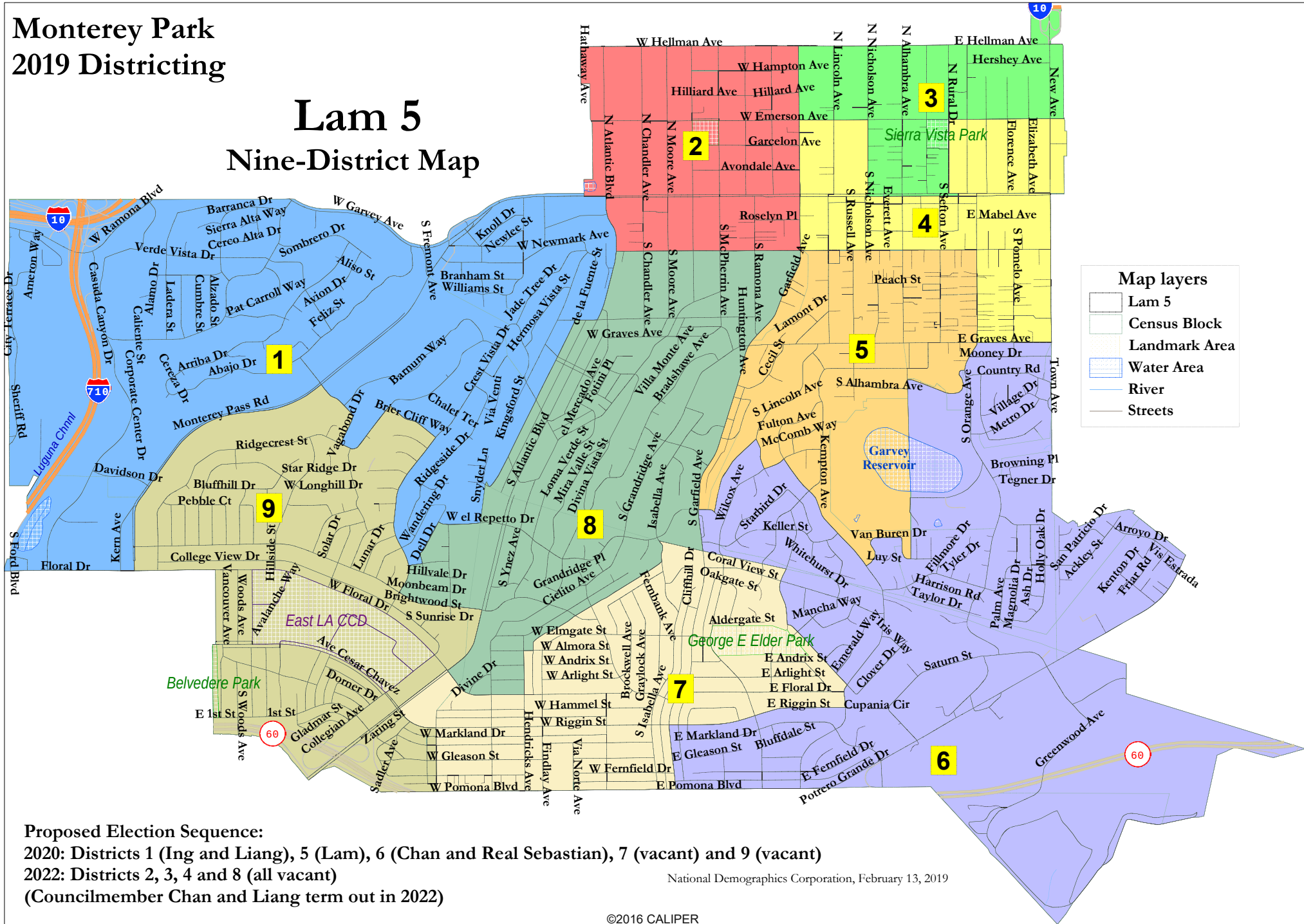
Lister 2



Monterey Park - Lister 2							
District		1	2	3	4	5	Total
Ideal	Total Pop	11,993	12,172	12,189	12,180	11,735	60,269
12,054	Deviation from ideal	-61	118	135	126	-319	454
	% Deviation	-0.51%	0.98%	1.12%	1.05%	-2.65%	3.77%
Total Pop	% Hisp	24%	12%	20%	53%	26%	27%
	% NH White	6%	3%	3%	6%	7%	5%
	% NH Black	1%	0%	0%	0%	0%	0%
	% Asian-American	69%	85%	76%	40%	65%	67%
Citizen Voting Age Pop	Total	8,432	6,897	7,232	8,674	8,069	39,305
	% Hisp	26%	14%	23%	46%	31%	29%
	% NH White	7%	4%	2%	6%	8%	5%
	% NH Black	1%	0%	0%	0%	1%	1%
	% Asian/Pac.Isl.	66%	82%	74%	47%	59%	65%
Voter Registration (Nov 2016)	Total	6,582	4,119	4,433	6,624	6,202	27,960
	% Latino est.	25%	18%	24%	55%	33%	33%
	% Spanish-Surnamed	23%	16%	22%	50%	30%	29%
	% Asian-Surnamed	52%	65%	56%	29%	46%	48%
	% Filipino-Surnamed	1%	1%	2%	2%	1%	1%
	% NH White est.	18%	14%	14%	12%	18%	16%
Voter Turnout (Nov 2016)	% NH Black	2%	0%	1%	0%	1%	1%
	Total	4,272	2,035	2,589	4,566	3,879	17,342
	% Latino est.	26%	23%	29%	59%	38%	37%
	% Spanish-Surnamed	23%	21%	26%	53%	34%	34%
	% Asian-Surnamed	51%	58%	51%	27%	41%	43%
	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%
Voter Turnout (Nov 2014)	% NH White est.	19%	16%	15%	12%	18%	16%
	% NH Black	2%	0%	1%	0%	1%	1%
	Total	2,000	746	1,002	1,870	1,651	7,269
	% Latino est.	20%	20%	27%	55%	34%	33%
	% Spanish-Surnamed	18%	18%	24%	50%	30%	30%
	% Asian-Surnamed	53%	60%	52%	28%	40%	44%
ACS Pop. Est.	% Filipino-Surnamed	1%	2%	2%	1%	1%	1%
	% NH White est.	26%	15%	17%	14%	23%	20%
	% NH Black est.	0%	1%	1%	1%	1%	1%
	Total	12,054	12,461	12,249	12,513	12,026	61,303
Age	age0-19	20%	17%	19%	21%	19%	19%
	age20-60	51%	57%	58%	53%	55%	55%
	age60plus	29%	26%	23%	26%	26%	26%
Immigration	immigrants	44%	71%	62%	42%	48%	54%
	naturalized	71%	56%	62%	68%	68%	64%
Language spoken at home	english	31%	14%	19%	30%	28%	24%
	spanish	22%	8%	13%	35%	23%	20%
	asian-lang	46%	78%	67%	34%	48%	55%
	other lang	2%	0%	1%	1%	1%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	31%	60%	51%	32%	35%	42%
Education (among those age 25+)	hs-grad	42%	46%	47%	55%	50%	48%
	bachelor	28%	18%	21%	19%	21%	21%
	graduatedegree	14%	8%	7%	7%	10%	9%
Child in Household	child-under18	26%	23%	29%	26%	27%	26%
Pct of Pop. Age 16+	employed	53%	54%	56%	51%	52%	53%
Household Income	income 0-25k	21%	36%	27%	22%	21%	26%
	income 25-50k	15%	23%	26%	24%	22%	22%
	income 50-75k	16%	14%	15%	14%	17%	15%
	income 75-200k	35%	24%	24%	36%	34%	31%
	income 200k-plus	12%	3%	7%	4%	6%	7%
Housing Stats	single family	68%	41%	61%	82%	82%	67%
	multi-family	32%	59%	39%	18%	18%	33%
	rented	38%	71%	57%	40%	38%	49%
	owned	62%	29%	43%	60%	62%	51%
Total population data from the 2010 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.							

Monterey Park 2019 Districting

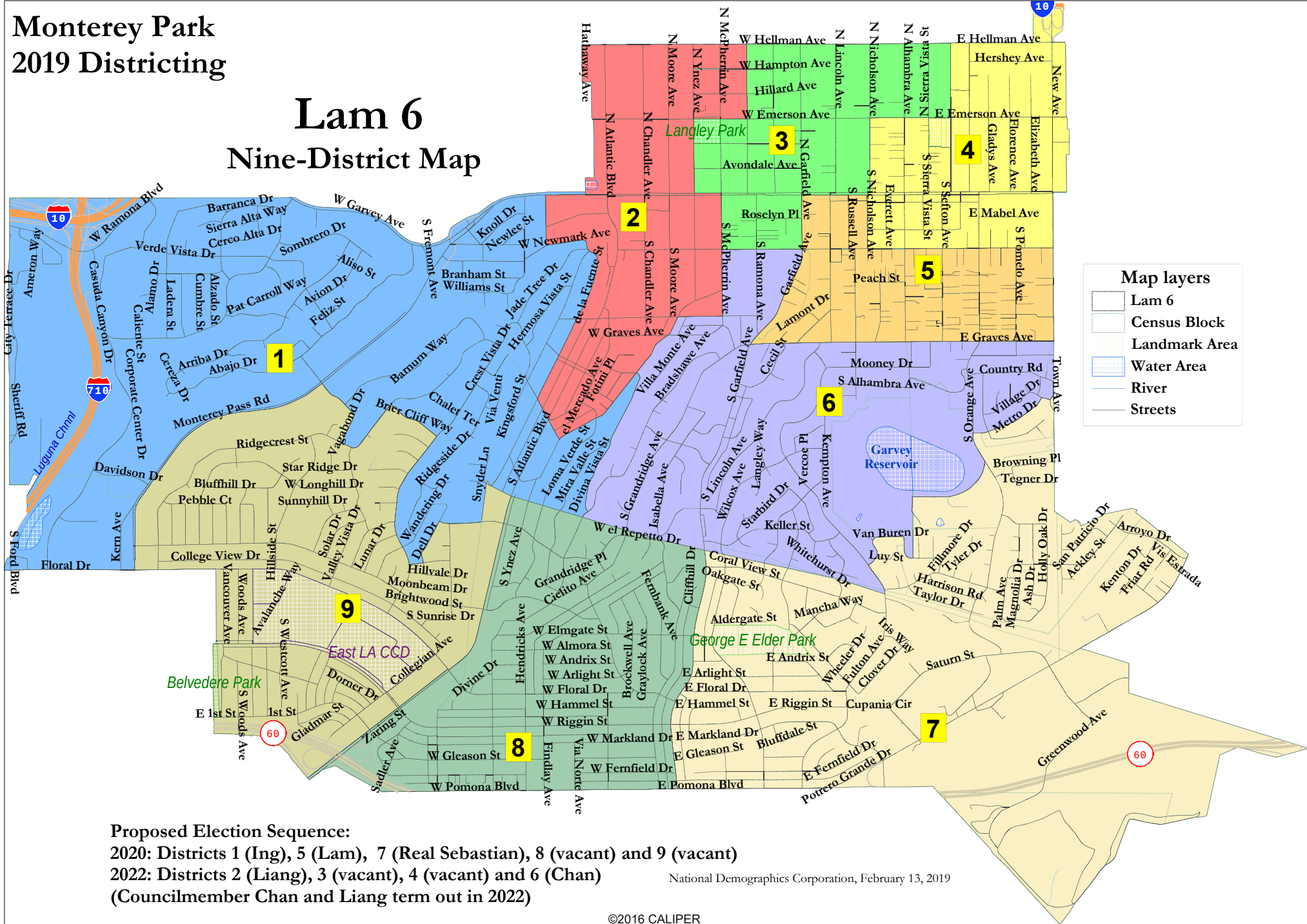
Lam 5 Nine-District Map



Monterey Park - Lam 5											
District		1	2	3	4	5	6	7	8	9	Total
Ideal	Total Pop	6,768	6,704	6,981	6,637	6,671	6,552	6,756	6,787	6,413	60,269
8,610	Deviation from ideal	71	7	284	-60	-26	-145	59	90	-284	429
	% Deviation	1.06%	0.10%	4.24%	-0.90%	-0.39%	-2.17%	0.88%	1.34%	-4.24%	6.41%
Total Pop	% Hisp	20%	12%	13%	16%	23%	33%	55%	29%	42%	27%
	% NH White	6%	2%	3%	2%	4%	9%	6%	7%	4%	5%
	% NH Black	1%	0%	0%	0%	0%	0%	0%	1%	0%	0%
	% Asian-American	72%	85%	83%	81%	72%	56%	37%	63%	52%	67%
Citizen Voting Age Pop	Total	4,850	4,083	3,864	3,506	3,991	4,452	5,198	4,864	4,497	39,305
	% Hisp	24%	13%	16%	24%	23%	27%	52%	36%	34%	29%
	% NH White	6%	4%	3%	2%	4%	11%	5%	7%	6%	5%
	% NH Black	0%	0%	0%	0%	1%	0%	0%	2%	1%	1%
	% Asian/Pac.Isl.	69%	83%	80%	74%	73%	62%	42%	53%	59%	65%
Voter Registration (Nov 2016)	Total	3,943	2,638	1,961	2,220	2,730	3,926	3,463	3,703	3,376	27,960
	% Latino est.	24%	18%	20%	23%	26%	38%	57%	34%	42%	33%
	% Spanish-Surnamed	21%	16%	18%	20%	24%	34%	51%	31%	38%	29%
	% Asian-Surnamed	53%	64%	63%	60%	54%	40%	27%	45%	41%	48%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	2%	1%	1%	1%	1%
	% NH White est.	18%	14%	13%	16%	15%	20%	13%	16%	14%	16%
	% NH Black	2%	0%	3%	0%	1%	0%	0%	3%	1%	1%
Voter Turnout (Nov 2016)	Total	2,544	1,309	1,029	1,217	1,593	2,694	2,355	2,346	2,255	17,342
	% Latino est.	25%	23%	26%	28%	32%	40%	61%	39%	44%	37%
	% Spanish-Surnamed	22%	21%	23%	25%	28%	36%	55%	35%	40%	34%
	% Asian-Surnamed	51%	57%	56%	53%	48%	37%	25%	41%	40%	43%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	2%	1%	1%	1%	1%
	% NH White est.	19%	16%	13%	16%	15%	20%	12%	15%	14%	16%
	% NH Black	2%	0%	3%	0%	1%	0%	0%	3%	1%	1%
Voter Turnout (Nov 2014)	Total	1,304	481	361	447	638	1,294	924	982	839	7,269
	% Latino est.	18%	20%	24%	26%	29%	38%	58%	36%	36%	33%
	% Spanish-Surnamed	16%	18%	21%	23%	26%	34%	52%	33%	32%	30%
	% Asian-Surnamed	52%	61%	57%	56%	47%	36%	25%	40%	47%	44%
	% Filipino-Surnamed	1%	2%	1%	2%	1%	2%	1%	1%	0%	1%
	% NH White est.	29%	14%	14%	14%	21%	23%	14%	19%	16%	20%
	% NH Black est.	0%	0%	2%	0%	2%	1%	0%	2%	0%	1%
ACS Pop. Est.	Total	6,963	7,184	7,079	6,681	6,452	6,393	7,151	7,020	6,380	61,303
Age	age0-19	18%	19%	15%	19%	20%	19%	19%	18%	24%	19%
	age20-60	50%	57%	59%	58%	56%	53%	55%	56%	51%	55%
	age60plus	32%	24%	26%	23%	25%	28%	26%	26%	25%	26%
Immigration	immigrants	48%	65%	74%	67%	57%	46%	43%	46%	37%	54%
	naturalized	74%	61%	52%	60%	68%	64%	70%	70%	67%	64%
Language spoken at home	english	32%	17%	13%	16%	22%	29%	30%	29%	31%	24%
	spanish	18%	11%	8%	10%	16%	26%	36%	24%	33%	20%
	asian-lang	48%	71%	79%	73%	62%	43%	34%	46%	36%	55%
	other lang	2%	0%	0%	1%	1%	1%	1%	1%	1%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	34%	52%	62%	57%	45%	33%	31%	32%	27%	42%
Education (among those age 25+)	hs-grad	42%	48%	46%	44%	47%	52%	58%	49%	44%	48%
	bachelor	27%	18%	17%	20%	21%	22%	17%	22%	25%	21%
	graduatedegree	15%	9%	6%	7%	10%	9%	7%	11%	11%	9%
Child in Household	child-under18	22%	23%	26%	29%	29%	27%	25%	26%	30%	26%
Pct of Pop. Age 16+	employed	51%	53%	56%	56%	52%	49%	53%	54%	52%	53%
Household Income	income 0-25k	20%	36%	33%	29%	27%	20%	16%	20%	29%	26%
	income 25-50k	15%	17%	27%	28%	25%	23%	26%	21%	17%	22%
	income 50-75k	14%	14%	15%	15%	13%	13%	17%	19%	15%	15%
	income 75-200k	38%	29%	20%	21%	28%	37%	38%	33%	30%	31%
	income 200k-plus	13%	3%	5%	6%	7%	6%	3%	7%	8%	7%
Housing Stats	single family	76%	49%	42%	51%	68%	86%	86%	82%	61%	67%
	multi-family	24%	51%	58%	49%	32%	14%	14%	18%	39%	33%
	rented	32%	69%	69%	62%	49%	36%	35%	38%	51%	49%
	owned	68%	31%	31%	38%	51%	64%	65%	62%	49%	51%
Total population data from the 2010 Decennial Census.											
Surname-based Voter Registration and Turnout data from the California Statewide Database.											
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.											

Monterey Park 2019 Districting

Lam 6 Nine-District Map

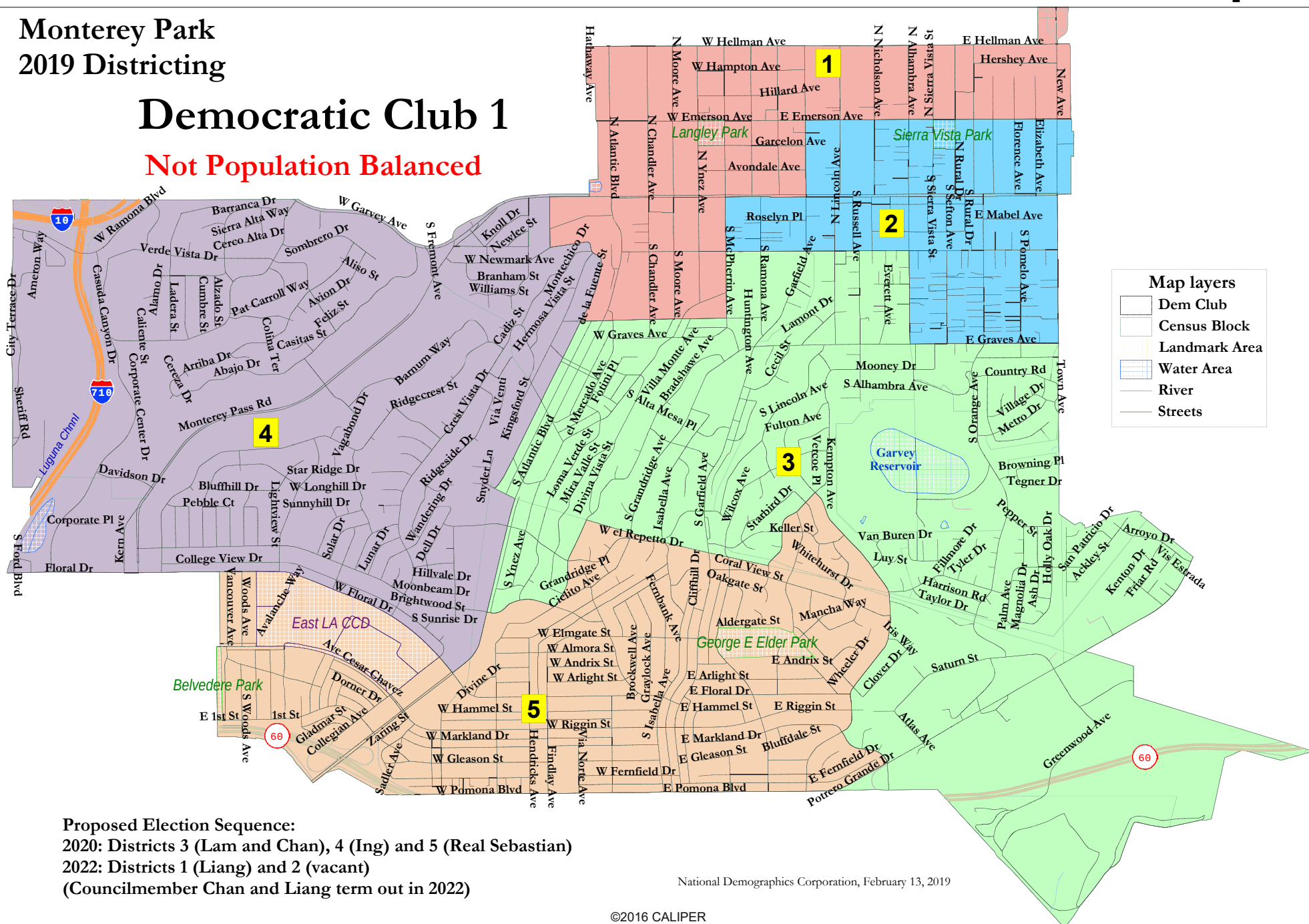


Monterey Park - Lam 6											
District		1	2	3	4	5	6	7	8	9	Total
Ideal	Total Pop	6,777	6,567	6,843	6,682	6,525	6,394	6,615	6,966	6,900	60,269
8,610	Deviation from ideal	80	-130	146	-15	-172	-303	-82	269	203	449
	% Deviation	1.19%	-1.94%	2.18%	-0.22%	-2.57%	-4.52%	-1.22%	4.02%	3.03%	6.70%
Total Pop	% Hisp	22%	16%	10%	17%	17%	26%	39%	55%	38%	27%
	% NH White	7%	3%	3%	2%	3%	8%	8%	6%	5%	5%
	% NH Black	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	% Asian-American	70%	81%	85%	80%	79%	64%	51%	37%	56%	67%
Citizen Voting Age Pop	Total	4,885	4,357	3,803	3,602	4,160	3,798	4,667	5,263	4,770	39,305
	% Hisp	26%	19%	13%	21%	23%	29%	34%	52%	33%	29%
	% NH White	7%	4%	5%	1%	2%	9%	8%	6%	6%	5%
	% NH Black	1%	0%	0%	0%	1%	1%	0%	1%	1%	1%
	% Asian/Pac.Isl.	65%	77%	81%	78%	74%	61%	58%	40%	59%	65%
Voter Registration (Nov 2016)	Total	4,055	2,835	2,149	2,249	2,117	3,531	3,910	3,459	3,655	27,960
	% Latino est.	23%	23%	16%	23%	23%	29%	44%	58%	40%	33%
	% Spanish-Surnamed	21%	21%	15%	21%	21%	26%	39%	52%	36%	29%
	% Asian-Surnamed	53%	59%	67%	59%	60%	46%	35%	28%	43%	48%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	2%	1%	1%	1%
	% NH White est.	18%	14%	14%	13%	10%	21%	19%	11%	14%	16%
	% NH Black	2%	0%	0%	2%	1%	1%	0%	0%	2%	1%
Voter Turnout (Nov 2016)	Total	2,621	1,526	1,046	1,256	1,161	2,282	2,674	2,347	2,431	17,342
	% Latino est.	25%	28%	22%	29%	29%	32%	46%	63%	42%	37%
	% Spanish-Surnamed	22%	25%	19%	26%	26%	29%	42%	57%	38%	34%
	% Asian-Surnamed	51%	52%	60%	53%	53%	43%	32%	25%	41%	43%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	2%	1%	1%	1%
	% NH White est.	19%	15%	16%	14%	11%	21%	19%	9%	14%	16%
	% NH Black	2%	0%	0%	2%	1%	1%	0%	0%	1%	1%
Voter Turnout (Nov 2014)	Total	1,342	594	386	465	407	1,020	1,240	914	901	7,269
	% Latino est.	19%	27%	19%	28%	25%	29%	44%	59%	33%	33%
	% Spanish-Surnamed	17%	24%	17%	25%	23%	26%	39%	54%	30%	30%
	% Asian-Surnamed	50%	55%	60%	57%	54%	41%	33%	26%	48%	44%
	% Filipino-Surnamed	1%	0%	3%	1%	3%	2%	2%	1%	0%	1%
	% NH White est.	28%	16%	13%	12%	17%	26%	21%	11%	18%	20%
	% NH Black est.	0%	0%	2%	0%	1%	2%	1%	1%	0%	1%
ACS Pop. Est.	Total	6,942	7,132	6,785	6,957	6,553	6,052	6,809	7,251	6,822	61,303
Age	age0-19	18%	19%	16%	17%	21%	17%	21%	18%	25%	19%
	age20-60	50%	57%	56%	60%	57%	55%	52%	56%	51%	55%
	age60plus	32%	25%	27%	23%	22%	28%	26%	26%	25%	26%
Immigration	immigrants	46%	61%	73%	68%	61%	50%	43%	44%	36%	54%
	naturalized	74%	62%	56%	54%	67%	68%	61%	75%	67%	64%
Language spoken at home	english	33%	19%	13%	16%	19%	27%	32%	28%	31%	24%
	spanish	18%	15%	7%	11%	12%	21%	29%	36%	31%	20%
	asian-lang	47%	65%	80%	73%	68%	50%	38%	35%	37%	55%
	other lang	2%	1%	0%	0%	1%	1%	1%	1%	1%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	33%	48%	63%	56%	51%	35%	30%	32%	27%	42%
Education (among those age 25+)	hs-grad	42%	48%	45%	48%	44%	50%	54%	59%	42%	48%
	bachelor	27%	19%	17%	19%	21%	23%	21%	17%	26%	21%
	graduatedegree	15%	10%	7%	5%	9%	11%	8%	7%	12%	9%
Child in Household	child-under18	22%	23%	24%	28%	31%	26%	28%	23%	30%	26%
Pct of Pop. Age 16+	employed	51%	54%	53%	57%	55%	51%	49%	55%	52%	53%
Household Income	income 0-25k	19%	31%	36%	31%	29%	22%	19%	16%	29%	26%
	income 25-50k	15%	16%	26%	26%	28%	22%	24%	26%	16%	22%
	income 50-75k	15%	16%	14%	15%	14%	15%	14%	19%	16%	15%
	income 75-200k	38%	32%	22%	21%	22%	34%	38%	37%	30%	31%
	income 200k-plus	13%	4%	3%	7%	7%	7%	6%	3%	9%	7%
Housing Stats	single family	77%	61%	37%	52%	57%	85%	86%	87%	60%	67%
	multi-family	23%	39%	63%	48%	43%	15%	14%	13%	40%	33%
	rented	31%	59%	71%	65%	57%	37%	35%	35%	50%	49%
	owned	69%	41%	29%	35%	43%	63%	65%	65%	50%	51%
Total population data from the 2010 Decennial Census.											
Surname-based Voter Registration and Turnout data from the California Statewide Database.											
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.											

Monterey Park 2019 Districting

Democratic Club 1

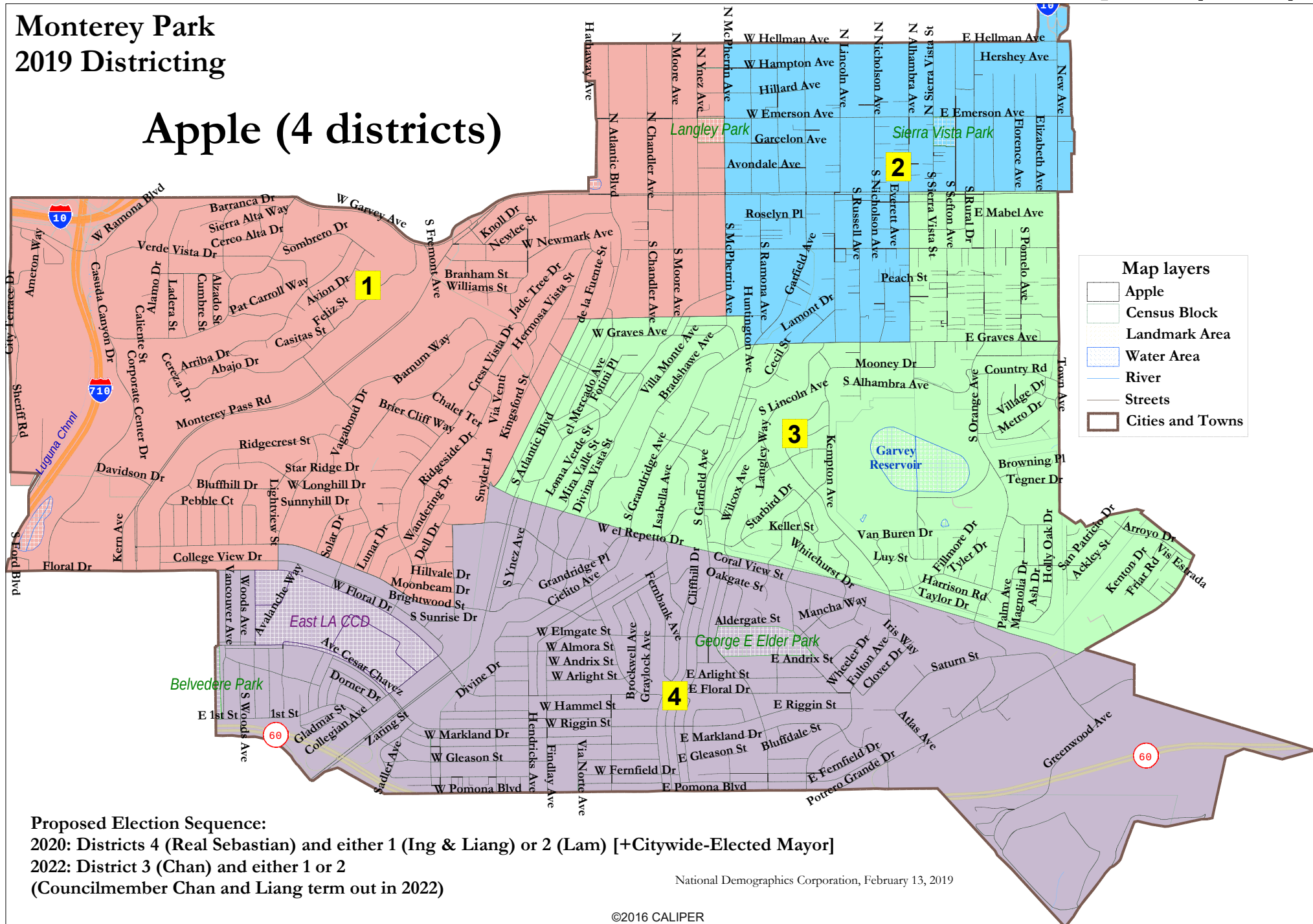
Not Population Balanced



Monterey Park - Democratic Club 1							
District		1	2	3	4	5	Total
Ideal	Total Pop	12,917	10,893	12,830	11,381	12,248	60,269
12,054	Deviation from ideal	863	-1,161	776	-673	194	2,024
	% Deviation	7.16%	-9.63%	6.44%	-5.58%	1.61%	16.79%
Total Pop	% Hisp	14%	15%	26%	24%	55%	27%
	% NH White	3%	2%	7%	6%	6%	5%
	% NH Black	0%	0%	0%	1%	0%	0%
	% Asian-American	83%	82%	66%	68%	37%	67%
Citizen Voting Age Pop	Total	7,927	6,166	8,400	7,940	8,872	39,305
	% Hisp	16%	21%	26%	26%	51%	29%
	% NH White	3%	2%	8%	7%	6%	5%
	% NH Black	0%	0%	1%	1%	0%	1%
	% Asian/Pac.Isl.	80%	76%	64%	66%	43%	65%
Voter Registration (Nov 2016)	Total	4,638	3,492	6,925	6,304	6,601	27,960
	% Latino est.	20%	21%	31%	25%	57%	33%
	% Spanish-Surnamed	18%	19%	28%	22%	52%	29%
	% Asian-Surnamed	62%	61%	47%	53%	27%	48%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	13%	15%	18%	18%	13%	16%
	% NH Black	1%	1%	1%	2%	0%	1%
Voter Turnout (Nov 2016)	Total	2,406	1,901	4,421	4,107	4,507	17,342
	% Latino est.	26%	27%	35%	26%	61%	37%
	% Spanish-Surnamed	23%	24%	31%	23%	55%	34%
	% Asian-Surnamed	55%	55%	43%	51%	24%	43%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	14%	15%	18%	19%	12%	16%
	% NH Black	1%	1%	1%	2%	0%	1%
Voter Turnout (Nov 2014)	Total	884	700	2,000	1,928	1,758	7,269
	% Latino est.	24%	23%	32%	20%	57%	33%
	% Spanish-Surnamed	22%	21%	29%	18%	51%	30%
	% Asian-Surnamed	56%	58%	42%	53%	25%	44%
	% Filipino-Surnamed	1%	2%	1%	1%	1%	1%
	% NH White est.	16%	14%	22%	26%	15%	20%
	% NH Black est.	1%	1%	2%	0%	0%	1%
ACS Pop. Est.	Total	13,594	10,946	12,459	11,394	12,910	61,303
Age	age0-19	17%	19%	18%	20%	21%	19%
	age20-60	58%	58%	55%	51%	53%	55%
	age60plus	25%	23%	27%	29%	25%	26%
Immigration	immigrants	68%	67%	50%	43%	41%	54%
	naturalized	57%	61%	68%	71%	68%	64%
Language spoken at home	english	16%	16%	27%	31%	31%	24%
	spanish	11%	10%	21%	22%	36%	20%
	asian-lang	73%	73%	51%	45%	32%	55%
	other lang	0%	1%	1%	2%	1%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	55%	57%	35%	30%	31%	42%
Education (among those age 25+)	hs-grad	48%	44%	50%	42%	56%	48%
	bachelor	18%	20%	22%	28%	18%	21%
	graduatedegree	8%	7%	11%	15%	7%	9%
Child in Household	child-under18	24%	29%	27%	26%	26%	26%
Pct of Pop. Age 16+	employed	55%	56%	51%	53%	51%	53%
Household Income	income 0-25k	34%	30%	23%	21%	21%	26%
	income 25-50k	20%	28%	22%	15%	25%	22%
	income 50-75k	15%	15%	15%	16%	15%	15%
	income 75-200k	27%	21%	33%	35%	36%	31%
	income 200k-plus	4%	6%	7%	13%	3%	7%
Housing Stats	single family	50%	50%	81%	67%	83%	67%
	multi-family	50%	50%	19%	33%	17%	33%
	rented	66%	62%	40%	38%	39%	49%
	owned	34%	38%	60%	62%	61%	51%
Total population data from the 2010 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.							

Monterey Park 2019 Districting

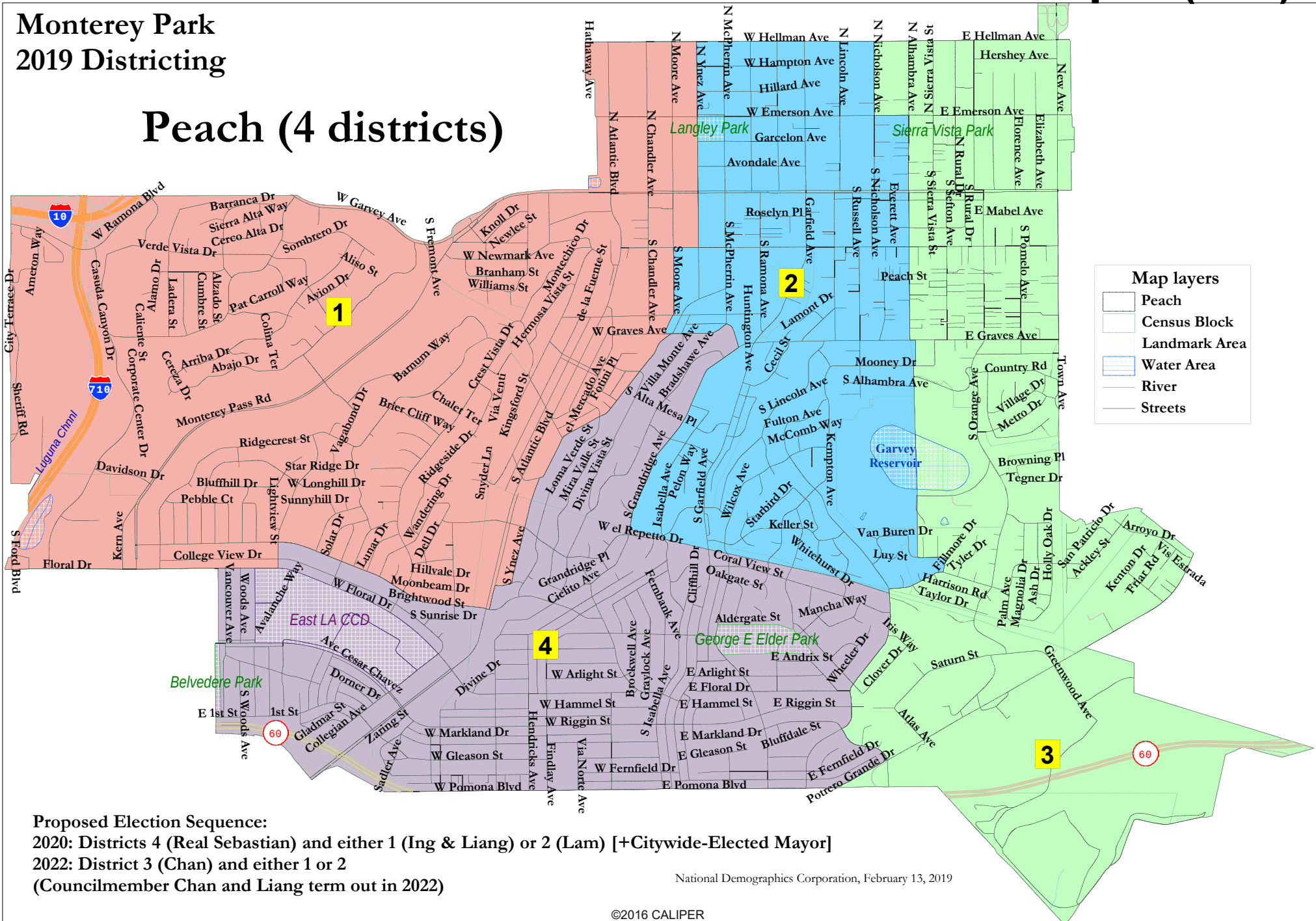
Apple (4 districts)



Monterey Park - Apple 4-district map						
District		1	2	3	4	Total
Ideal	Total Pop	14,776	15,335	15,051	15,107	60,269
15,067	Deviation from ideal	-291	268	-16	40	559
	% Deviation	-1.93%	1.78%	-0.11%	0.27%	3.71%
Total Pop	% Hisp	18%	14%	24%	53%	27%
	% NH White	5%	3%	6%	6%	5%
	% NH Black	0%	0%	0%	0%	0%
	% Asian-American	76%	82%	69%	40%	67%
Citizen Voting Age Pop	Total	10,478	8,722	9,562	10,543	39,305
	% Hisp	19%	18%	25%	51%	29%
	% NH White	6%	3%	7%	6%	5%
	% NH Black	1%	0%	1%	0%	1%
	% Asian/Pac.Isl.	74%	79%	67%	42%	65%
Voter Registration (Nov 2016)	Total	7,709	5,246	7,194	7,811	27,960
	% Latino est.	23%	21%	28%	55%	33%
	% Spanish-Surnamed	20%	19%	25%	49%	29%
	% Asian-Surnamed	56%	62%	50%	29%	48%
	% Filipino-Surnamed	1%	1%	1%	1%	1%
	% NH White est.	17%	13%	19%	13%	16%
	% NH Black	1%	1%	1%	1%	1%
Voter Turnout (Nov 2016)	Total	4,715	2,755	4,592	5,279	17,342
	% Latino est.	25%	27%	32%	59%	37%
	% Spanish-Surnamed	22%	24%	29%	53%	34%
	% Asian-Surnamed	52%	55%	46%	26%	43%
	% Filipino-Surnamed	1%	1%	1%	1%	1%
	% NH White est.	18%	13%	19%	12%	16%
	% NH Black	1%	1%	1%	1%	1%
Voter Turnout (Nov 2014)	Total	2,236	1,007	2,064	1,962	7,269
	% Latino est.	18%	24%	30%	57%	33%
	% Spanish-Surnamed	16%	22%	27%	52%	30%
	% Asian-Surnamed	55%	58%	43%	26%	44%
	% Filipino-Surnamed	0%	2%	2%	1%	1%
	% NH White est.	25%	14%	23%	14%	20%
	% NH Black est.	0%	1%	2%	0%	1%
ACS Pop. Est.	Total	15,316	15,681	14,482	15,824	61,303
Age	age0-19	19%	17%	18%	22%	19%
	age20-60	53%	58%	56%	53%	55%
	age60plus	28%	25%	26%	25%	26%
Immigration	immigrants	52%	68%	54%	40%	54%
	naturalized	67%	56%	68%	68%	64%
Language spoken at home	english	26%	15%	24%	31%	24%
	spanish	18%	10%	18%	35%	20%
	asian-lang	55%	75%	56%	33%	55%
	other lang	1%	0%	1%	1%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	39%	56%	42%	30%	42%
Education (among those age 25+)	hs-grad	44%	47%	47%	54%	48%
	bachelor	24%	18%	23%	20%	21%
	graduatedegree	13%	7%	10%	8%	9%
Child in Household	child-under18	24%	27%	27%	27%	26%
Pct of Pop. Age 16+	employed	53%	54%	53%	52%	53%
Household Income	income 0-25k	25%	34%	22%	21%	26%
	income 25-50k	15%	25%	24%	23%	22%
	income 50-75k	16%	14%	15%	16%	15%
	income 75-200k	34%	22%	31%	35%	31%
	income 200k-plus	9%	5%	8%	5%	7%
Housing Stats	single family	65%	46%	78%	79%	67%
	multi-family	35%	54%	22%	21%	33%
	rented	46%	66%	42%	40%	49%
	owned	54%	34%	58%	60%	51%
Total population data from the 2010 Decennial Census.						
Surname-based Voter Registration and Turnout data from the California Statewide Database.						
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.						

Monterey Park 2019 Districting

Peach (4 districts)



Monterey Park - Peach 4-district map						
District		1	2	3	4	Total
Ideal	Total Pop	15,072	14,841	15,123	15,233	60,269
15,067	Deviation from ideal	5	-226	56	166	392
	% Deviation	0.03%	-1.50%	0.37%	1.10%	2.60%
Total Pop	% Hisp	19%	18%	18%	52%	27%
	% NH White	5%	5%	4%	6%	5%
	% NH Black	0%	0%	0%	0%	0%
	% Asian-American	75%	76%	77%	41%	67%
Citizen Voting Age Pop	Total	10,806	8,480	9,257	10,761	39,305
	% Hisp	21%	22%	19%	50%	29%
	% NH White	6%	6%	4%	6%	5%
	% NH Black	1%	0%	0%	1%	1%
	% Asian/Pac.Isl.	72%	71%	77%	42%	65%
Voter Registration (Nov 2016)	Total	7,992	6,281	5,743	7,944	27,960
	% Latino est.	24%	24%	26%	53%	33%
	% Spanish-Surnamed	22%	21%	23%	48%	29%
	% Asian-Surnamed	54%	56%	54%	30%	48%
	% Filipino-Surnamed	1%	1%	2%	1%	1%
	% NH White est.	17%	16%	16%	14%	16%
Voter Turnout (Nov 2016)	% NH Black	1%	0%	1%	1%	1%
	Total	4,953	3,534	3,496	5,359	17,342
	% Latino est.	26%	29%	31%	57%	37%
	% Spanish-Surnamed	24%	26%	28%	51%	34%
	% Asian-Surnamed	51%	49%	50%	28%	43%
	% Filipino-Surnamed	1%	1%	2%	1%	1%
Voter Turnout (Nov 2014)	% NH White est.	18%	17%	16%	13%	16%
	% NH Black	2%	1%	1%	0%	1%
	Total	2,303	1,458	1,455	2,054	7,269
	% Latino est.	19%	28%	29%	55%	33%
	% Spanish-Surnamed	17%	25%	26%	50%	30%
	% Asian-Surnamed	54%	47%	49%	27%	44%
ACS Pop. Est.	% Filipino-Surnamed	1%	2%	2%	1%	1%
	% NH White est.	25%	20%	18%	15%	20%
	% NH Black est.	0%	1%	1%	1%	1%
	Total	15,528	14,667	15,143	15,966	61,303
Age	age0-19	19%	18%	18%	21%	19%
	age20-60	53%	56%	58%	54%	55%
	age60plus	28%	27%	24%	25%	26%
Immigration	immigrants	50%	62%	63%	40%	54%
	naturalized	68%	62%	60%	68%	64%
Language spoken at home	english	27%	19%	19%	31%	24%
	spanish	19%	13%	14%	34%	20%
	asian-lang	53%	68%	67%	34%	55%
	other lang	1%	0%	1%	1%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	37%	50%	52%	29%	42%
Education (among those age 25+)	hs-grad	44%	47%	47%	54%	48%
	bachelor	25%	19%	20%	20%	21%
	graduatedegree	13%	10%	7%	8%	9%
Child in Household	child-under18	25%	26%	28%	26%	26%
Pct of Pop. Age 16+	employed	53%	52%	55%	52%	53%
Household Income	income 0-25k	24%	31%	27%	20%	26%
	income 25-50k	16%	23%	26%	23%	22%
	income 50-75k	16%	14%	15%	16%	15%
	income 75-200k	34%	27%	25%	35%	31%
	income 200k-plus	10%	4%	7%	5%	7%
Housing Stats	single family	66%	58%	62%	81%	67%
	multi-family	34%	42%	38%	19%	33%
	rented	44%	56%	56%	39%	49%
	owned	56%	44%	44%	61%	51%
Total population data from the 2010 Decennial Census.						
Surname-based Voter Registration and Turnout data from the California Statewide Database.						
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.						

Dhing 1 – submitted by Jason Dhing

The following criterias are used to create the 5 districts:

- 1 District 3 is created first based on the highest Hispanic percentage of total population. The Unit ID numbers that have percentage of population of Hispanics 35% or more are circled in the colored Population Unit ID Map (attached with email).
- 2 Approximate elementary school boundaries (based on Population Unit ID) of each Alhambra Unified School District are next drawn on the map as guidelines for the other 4 districts.
- 3 Each Population Unit ID are added to each based on the first 2 criteria, with a conscious balance of Number of Population, Voters and Registration in mind. Each district has almost equal number of Population, equal number of Voters and equal number of Registration.
- 4 Population Unit ID# 22 and 1 are purposely left out, because ID#22 is East Los Angeles College, and ID#1 is Monterey Park Marketplace. These two IDs should never be controlled by any district. Each district has some share of each of the business districts of the city [NDC note: *Population Units 22 and 1 have been added to their surrounding districts by NDC because by law all city territory must be assigned to a district.*]

Lau 1 – submitted by Gary Lau

I think this map makes sense because first and foremost it takes into consideration the racial makeup of the areas. Secondly, business interest for the main thoroughfares of Garfield, Atlantic, & Garvey is concentrated under 2 districts only. Thirdly, this map provides a sensible separation between commercial and residential interest. In summary, I think this approach offers a fair and logical political representation for the city's residents and businesses.

Lau 1, 2, 3 and 4 – submitted by Bill Lam

Districts based on “attendance zones for school, parks, and some communities.”

Yee 1 – submitted by Cindy Yee

Comments in separate letter from Ms. Yee.

Fromdatower 1 – Submitted by Teki Fromdatower

No comments submitted

Lopez 1 – Submitted by Mike Lopez

I think this map makes sense because: it follows the boundaries of most school districts and school communities, keeps neighborhoods together, reduces confusion (because current council members are each represented in a separate district) and a Latino district of 56% is created as required by the California Voting Rights Act.

Lister 1 – Jason Lister 4-district map

I think this map makes sense because the districts are compact, very well population balanced, and the boundaries roughly follow topography and natural dividing lines such as major streets. It attempts to group together similar neighborhoods, and similar communities of interest so that they have representation. Election sequence: 2020: Mayor, 2(vacant), 4(Real-Sebastian); 2022: 1(Liang), 3(Chan) *Incumbents living in district are noted; however it is suggested to allow candidates living outside of the district to run provided the candidate lives in Monterey Park.

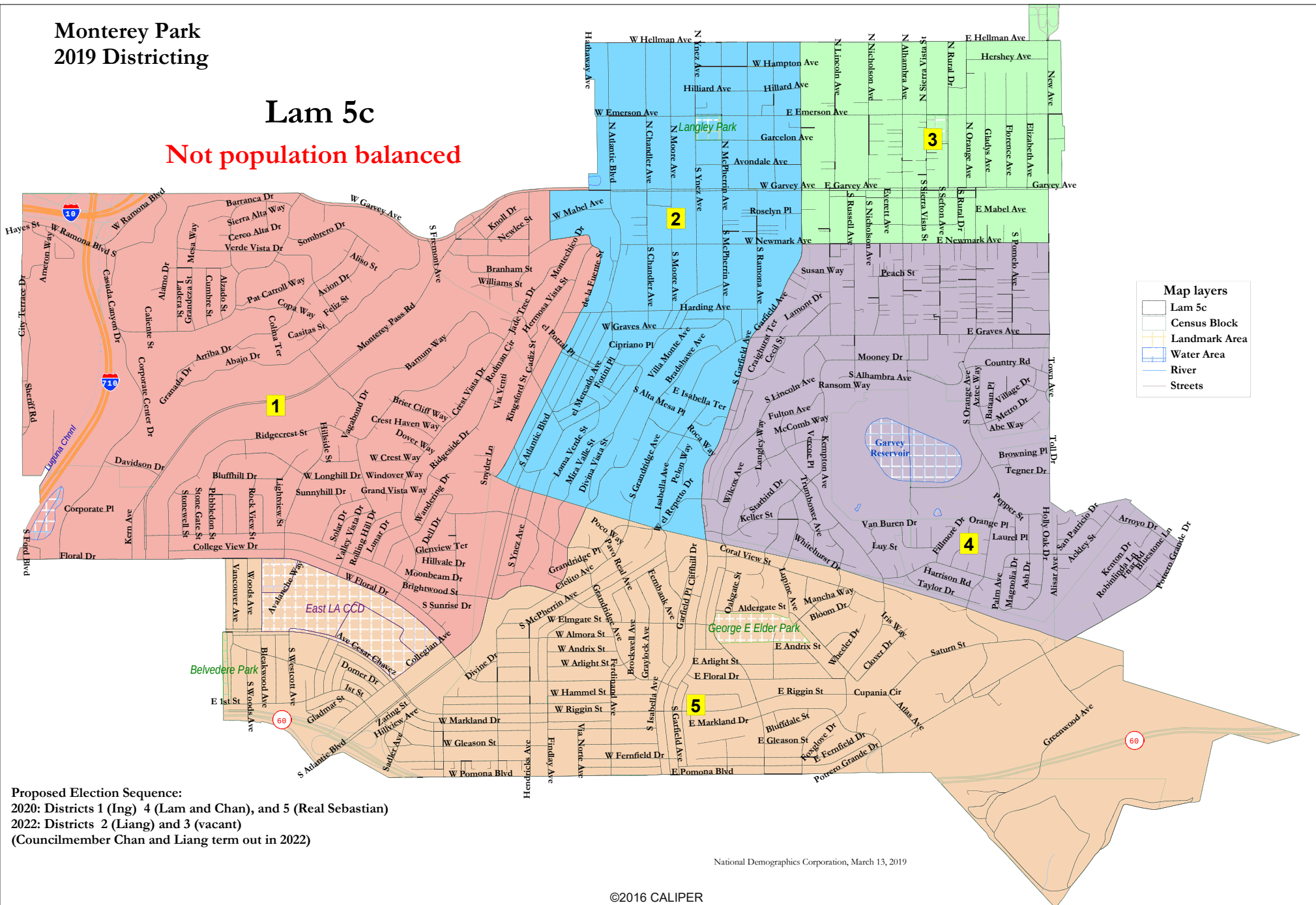
Lister 2 – Jason Lister 5-district map

Awaiting comments from submitter.

Monterey Park
2019 Districting

Lam 5c

Not population balanced



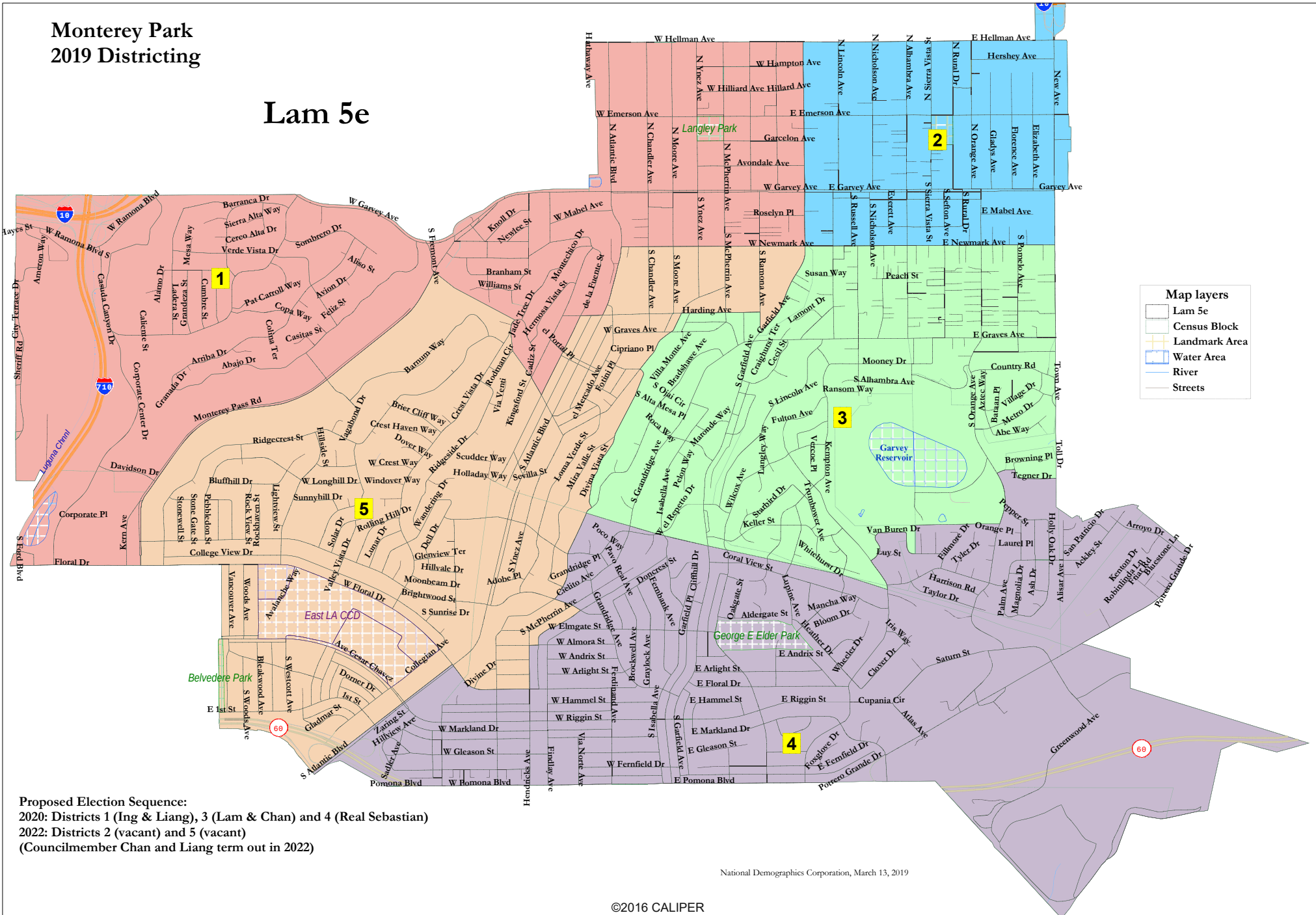
National Demographics Corporation, March 13, 2019

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Monterey Park - Lam 5c							
District		1	2	3	4	5	Total
Ideal	Total Pop	11,972	11,637	11,523	13,013	12,124	60,269
12,054	Deviation from ideal	-82	-417	-531	959	70	1,490
	% Deviation	-0.68%	-3.46%	-4.41%	7.96%	0.58%	12.36%
Total Pop	% Hisp	25%	17%	14%	22%	56%	27%
	% NH White	6%	4%	3%	6%	6%	5%
	% NH Black	1%	0%	0%	0%	0%	0%
	% Asian-American	68%	77%	82%	72%	37%	67%
Citizen Voting Age Pop	Total	8,437	7,721	6,250	8,124	8,773	39,305
	% Hisp	27%	22%	18%	21%	51%	29%
	% NH White	7%	5%	2%	6%	6%	5%
	% NH Black	1%	1%	0%	0%	0%	1%
	% Asian/Pac.Isl.	64%	71%	79%	72%	42%	65%
Voter Registration (Nov 2016)	Total	6,613	5,326	3,598	5,897	6,526	27,960
	% Latino est.	25%	24%	21%	27%	59%	33%
	% Spanish-Surnamed	23%	22%	19%	24%	53%	29%
	% Asian-Surnamed	52%	57%	62%	51%	26%	48%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	18%	15%	14%	18%	12%	16%
	% NH Black	2%	1%	1%	0%	0%	1%
Voter Turnout (Nov 2016)	Total	4,305	2,965	1,919	3,706	4,447	17,342
	% Latino est.	27%	29%	27%	31%	63%	37%
	% Spanish-Surnamed	24%	26%	24%	28%	56%	34%
	% Asian-Surnamed	50%	50%	55%	47%	23%	43%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	19%	16%	15%	18%	12%	16%
	% NH Black	2%	1%	2%	0%	0%	1%
Voter Turnout (Nov 2014)	Total	2,006	1,217	703	1,628	1,716	7,269
	% Latino est.	21%	28%	25%	29%	59%	33%
	% Spanish-Surnamed	19%	25%	22%	26%	53%	30%
	% Asian-Surnamed	52%	50%	58%	45%	25%	44%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%
	% NH White est.	25%	19%	13%	23%	15%	20%
	% NH Black est.	0%	1%	1%	1%	0%	1%
ACS Pop. Est.	Total	12,016	12,363	11,676	12,376	12,871	61,303
Age	age0-19	20%	18%	16%	19%	22%	19%
	age20-60	51%	57%	59%	55%	53%	55%
	age60plus	29%	25%	25%	26%	25%	26%
Immigration	immigrants	43%	58%	72%	56%	40%	54%
	naturalized	71%	63%	54%	68%	68%	64%
Language spoken at home	english	31%	22%	14%	22%	32%	24%
	spanish	23%	15%	9%	17%	36%	20%
	asian-lang	45%	63%	77%	60%	31%	55%
	other lang	2%	1%	0%	1%	1%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	30%	44%	61%	44%	30%	42%
Education (among those age 25+)	hs-grad	43%	48%	46%	47%	56%	48%
	bachelor	28%	20%	18%	22%	18%	21%
	graduatedegree	14%	10%	6%	10%	6%	9%
Child in Household	child-under18	26%	24%	27%	28%	26%	26%
Pct of Pop. Age 16+	employed	53%	54%	56%	52%	51%	53%
Household Income	income 0-25k	21%	30%	32%	25%	21%	26%
	income 25-50k	15%	18%	27%	25%	25%	22%
	income 50-75k	17%	16%	15%	13%	15%	15%
	income 75-200k	35%	31%	21%	30%	36%	31%
	income 200k-plus	12%	5%	5%	7%	3%	7%
Housing Stats	single family	68%	64%	45%	73%	83%	67%
	multi-family	32%	36%	55%	27%	17%	33%
	rented	38%	56%	67%	46%	39%	49%
	owned	62%	44%	33%	54%	61%	51%
Total population data from the 2010 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.							

Monterey Park 2019 Districting

Lam 5e



National Demographics Corporation, March 13, 2019

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Monterey Park - Lam 5e							
District		1	2	3	4	5	Total
Ideal	Total Pop	11,818	11,523	12,446	12,113	12,369	60,269
12,054	Deviation from ideal	-236	-531	392	59	315	923
	% Deviation	-1.96%	-4.41%	3.25%	0.49%	2.61%	7.66%
Total Pop	% Hisp	16%	14%	22%	49%	32%	27%
	% NH White	4%	3%	5%	7%	5%	5%
	% NH Black	0%	0%	0%	0%	0%	0%
	% Asian-American	79%	82%	71%	42%	62%	67%
Citizen Voting Age Pop	Total	8,054	6,250	7,626	8,804	8,571	39,305
	% Hisp	18%	18%	25%	45%	33%	29%
	% NH White	5%	2%	5%	7%	6%	5%
	% NH Black	0%	0%	1%	0%	1%	1%
	% Asian/Pac.Isl.	76%	79%	68%	47%	59%	65%
Voter Registration (Nov 2016)	Total	5,676	3,598	5,512	6,582	6,592	27,960
	% Latino est.	21%	21%	27%	52%	36%	33%
	% Spanish-Surnamed	19%	19%	24%	46%	32%	29%
	% Asian-Surnamed	58%	62%	51%	31%	46%	48%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	17%	14%	17%	15%	14%	16%
	% NH Black	0%	1%	1%	0%	2%	1%
Voter Turnout (Nov 2016)	Total	3,263	1,919	3,400	4,488	4,271	17,342
	% Latino est.	24%	27%	31%	55%	39%	37%
	% Spanish-Surnamed	21%	24%	28%	50%	35%	34%
	% Asian-Surnamed	53%	55%	47%	28%	43%	43%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	19%	15%	18%	14%	14%	16%
	% NH Black	0%	2%	1%	0%	2%	1%
Voter Turnout (Nov 2014)	Total	1,481	703	1,437	1,926	1,722	7,269
	% Latino est.	19%	25%	28%	51%	32%	33%
	% Spanish-Surnamed	17%	22%	25%	46%	29%	30%
	% Asian-Surnamed	53%	58%	45%	29%	48%	44%
	% Filipino-Surnamed	1%	1%	2%	1%	0%	1%
	% NH White est.	25%	13%	23%	17%	18%	20%
	% NH Black est.	0%	1%	2%	1%	1%	1%
ACS Pop. Est.	Total	12,536	11,676	12,084	12,582	12,425	61,303
Age	age0-19	18%	16%	19%	20%	22%	19%
	age20-60	54%	59%	56%	54%	53%	55%
	age60plus	28%	25%	25%	26%	25%	26%
Immigration	immigrants	59%	72%	55%	43%	41%	54%
	naturalized	66%	54%	68%	68%	68%	64%
Language spoken at home	english	24%	14%	23%	30%	29%	24%
	spanish	13%	9%	17%	33%	28%	20%
	asian-lang	62%	77%	59%	36%	42%	55%
	other lang	1%	0%	1%	1%	1%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	45%	61%	43%	31%	29%	42%
Education (among those age 25+)	hs-grad	46%	46%	47%	57%	45%	48%
	bachelor	22%	18%	22%	19%	25%	21%
	graduatedegree	12%	6%	10%	7%	12%	9%
Child in Household	child-under18	21%	27%	28%	26%	29%	26%
Pct of Pop. Age 16+	employed	52%	56%	53%	52%	53%	53%
Household Income	income 0-25k	29%	32%	24%	17%	26%	26%
	income 25-50k	16%	27%	25%	25%	18%	22%
	income 50-75k	14%	15%	15%	16%	17%	15%
	income 75-200k	34%	21%	29%	38%	31%	31%
	income 200k-plus	8%	5%	7%	4%	8%	7%
Housing Stats	single family	63%	45%	73%	86%	66%	67%
	multi-family	37%	55%	27%	14%	34%	33%
	rented	50%	67%	46%	35%	46%	49%
	owned	50%	33%	54%	65%	54%	51%
Total population data from the 2010 Decennial Census.							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.							



City Council Staff Report

DATE: March 20, 2019

AGENDA ITEM NO: New Business
Agenda Item 5-A

TO: The Honorable Mayor and City Council

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

SUBJECT: Consideration and possible action to adopt a Resolution of Intent to amend the City's CalPERS contract causing members of the Monterey Park Firefighters Association ("FFA") to make additional payments toward CalPERS cost as follows: an additional 3% by classic employees; and 0.5% for new employees. The proposed action includes introducing an Ordinance that, if adopted, would amend the CalPERS contract.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution providing notice of an intent to amend the City's CalPERS contract to increase contributions made by FFA members to CalPERS retirement costs;
2. Waive first reading and introduce an Ordinance that would amend the City's CalPERS contract. Second reading and adoption would be scheduled for April 3, 2019;
3. Authorize the City Clerk to sign the "*Certificate of Compliance with Government Code Section 7507*"; and
4. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The 2018-2022 Memorandum of Understanding (MOU) between the City and Monterey Park Firefighters' Association includes an agreement that the City amend the CalPERS contract to increase the contribution by FFA members toward retirement costs. That amendment would result in FFA members increasing their own contributions as follows: a 3% increase for classic employees and 0.5% for new employees. Included in the MOU is a provision that FFA classic and FFA PEPRAs members pay a share of PERS for a total contribution of 12%.

BACKGROUND:

On November 7, 2018, the City Council adopted Resolution No. 12047 which approved the MOU with FFA for contract year 2018-2022. Among other things, the MOU provides that the City and FFA will amend the terms of 1) Article 21-Retirement Benefits and 2)

Article 27-401(a) Plan/Deferred Compensation Plan. For CalPERS purposes, this is governed by Government Code § 20516 which requires an amendment to the City's CalPERS contract.

Article 21 contains a provision that increases FFA members' CalPERS contributions up to a total 12%. As a result, the present action is required to increase contributions by classic employees by 3% and new employees by 0.5%. These increased costs will be funded by employees in the following manner:

1. The 31 classic FFA members commence payment of an additional 3.0% employee share of PERS for a total contribution of 12% effective the date of the amendment to the contract.
2. The 17 new FFA members commence payment of an additional 0.5% employee share of PERS for a total contribution of 12% effective the date of the amendment to the contract.

Pursuant to CalPERS requirements, the following actions are necessary to amend the contract:

1. Adopt a Resolution of Intention to amend the CalPERS contract. That Resolution is attached.
2. Adopt an ordinance amending the CalPERS contract. First reading and introduction is proposed for tonight's meeting.
3. In accordance with Government Code §7507, make public the future annual costs at least two weeks prior to adoption of the Ordinance. The fiscal impact is reflected in the "Fiscal Impact" section below.
4. Cause the "Certification of Governing Body's Action (PERS Form No. CON-12) and the "Certificate of Compliance with Government code section 7505 (PERS Form No. CON-12A) to be executed by the City Clerk. Those forms are attached.
5. Provide for a 20-day period between the Adoption of the Resolution of Intention and the Adoption of the final Ordinance. Final Adoption of the Ordinance will be April 17, 2019 (28 days from introduction). The Ordinance will be effective May 17, 2019.
6. Certification that the City's Firefighters' Association members have approved the contract amendment and understand and agree that the required member contribution rate for members subject to Section 20516 (Employees Sharing Additional Cost) of 3% for classic local fire members in the Monterey Park Firefighters' Association and .5% for new local fire members in the Monterey Park Firefighters' Association.

An employee election has been conducted. The results and City Clerk's certification is attachment eight.

Under Article 27 of the MOU, the 401(a) deferred compensation plan was amended to permit City employer contributions on behalf of unit members. Effective the beginning pay period following this CalPERS contract change and each FFA members increase contribution to 12%, the City will contribute to the 401(a) Plan for all members of the bargaining unit as follows:

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

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

Each of the City's FFA members have either voted or indicated majority agreement to proceed with the amendment and to bear the cost of the employee share of PERS.

Note: These resolution and certifications are CalPERS documents and cannot be altered.

FISCAL IMPACT:

Effective the date of the amendment to the contract, the City's CalPERS "employee" rate for FFA "Classic" and FFA PEPRA will increase 3.0% and 0.5%, respectively. This is in addition to the 9% ("Classic") and 11.5% (PEPRA) employee contributions for FFA members currently in place.

The proposed CalPERS contract amendment reflects additional employees' contributions to the pension plan and to offset members' additional pension contributions, the City will contribute 3% regular monthly salary to the FFA Classic members' 401(a) Plan and a fixed \$185 to the FFA PEPRA members' 401(a) Plan. The net effect of these particular MOU provisions will be a cost of approximately \$28,000 annually encumbered with General Fund monies.

An employee election has been conducted. The results and City Clerk's certification is attachment eight.

Under Article 27 of the MOU, the 401(a) deferred compensation plan was amended to permit City employer contributions on behalf of unit members. Effective the beginning pay period following this CalPERS contract change and each FFA members increase contribution to 12%, the City will contribute to the 401(a) Plan for all members of the bargaining unit as follows:

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

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

Each of the City's FFA members have either voted or indicated majority agreement to proceed with the amendment and to bear the cost of the employee share of PERS.

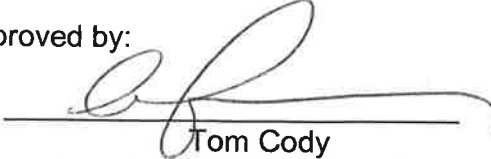
Note: These resolution and certifications are CalPERS documents and cannot be altered.

FISCAL IMPACT:

Effective the date of the amendment to the contract, the City's CalPERS "employee" rate for FFA "Classic" and FFA PEPRA will increase 3.0% and 0.5%, respectively. This is in addition to the 9% ("Classic") and 11.5% (PEPRA) employee contributions for FFA members currently in place.

The proposed CalPERS contract amendment reflects additional employees' contributions to the pension plan and to offset members' additional pension contributions, the City will contribute 3% regular monthly salary to the FFA Classic members' 401(a) Plan and a fixed \$185 to the FFA PEPRA members' 401(a) Plan. The net effect of these particular MOU provisions will be a cost of approximately \$28,000 annually encumbered with General Fund monies.

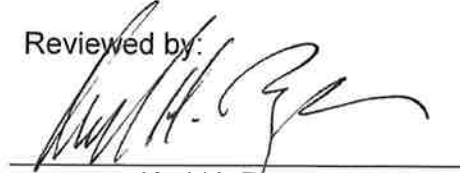
Approved by:


Tom Cody
Director of Human Resources
and Risk Management

Approved by:


Ron Bow
City Manager

Reviewed by:


Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. Resolution No. 12047
2. Amendment to CalPERS Contract
3. Resolution of Intention to Approve an Amendment to Contract
4. Ordinance
5. Certification of Compliance with Government Code Section 7507 – Form PERS-12A
6. Certification of Governing Body Action – Form PERS-CON-12
7. City of Monterey Park/CalPERS Contract
8. Certification of Employee Election - Form PERS-CON-15

ATTACHMENT 1
Resolution 12047

RESOLUTION NO. 12047

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEAR 2018-2022 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK FIREFIGHTERS' 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 Firefighters' Association (FFA), a duly recognized employee organization representing the City of Monterey Parks Firefighters' 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 2018-2022.

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: FFA accepted the attached Memorandum of Understanding ("MOU") on September 3, 2018

SECTION 4: The City Council approves the Memorandum of Understanding for Contract Year 2018-2022 between the City of Monterey Park and the Monterey Park Firefighters' Association (FFA), 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 in a form approved by the City Attorney.

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 7th day of November, 2018.



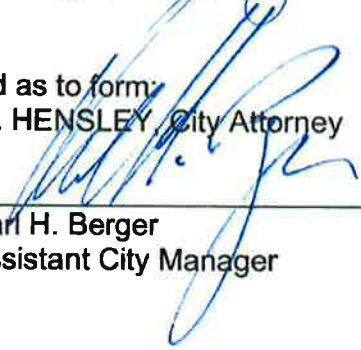
Peter Chan
Mayor, City of Monterey Park

ATTEST:



Vincent Chang, City Clerk

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

By: 

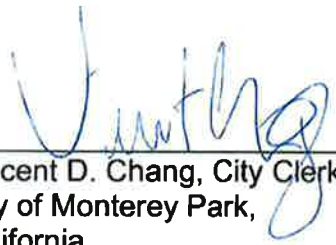
Karl H. Berger
Assistant City Manager

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

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. 12047 was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on this 7th day of November, 2018 by the following vote:

Ayes:	Council Members: Lam, Real Sebastian, Ing, Liang, Chan
Noes:	Council Members: None
Absent:	Council Members: None
Abstain:	Council Members: None

Dated this 7th day of November, 2018.



Vincent D. Chang, City Clerk
City of Monterey Park,
California

ATTACHMENT 2
Amendment to CalPERS Contract



EXHIBIT

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Monterey Park

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective November 1, 1952, and witnessed August 11, 1952, and as amended effective March 1, 1961, July 1, 1963, March 15, 1969, January 1, 1971, March 20, 1976, April 3, 1976, June 27, 1987, June 24, 1989, July 7, 1990, December 31, 1990, June 15, 1996, May 8, 1999, June 24, 2000, October 7, 2000, August 18, 2001, November 1, 2003, April 5, 2008, June 27, 2009, January 9, 2010 and July 17, 2010 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 15 are hereby stricken from said contract as executed effective July 17, 2010, and hereby replaced by the following paragraphs numbered 1 through 17 inclusive:
 - 1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 55 for classic local safety members and age 57 for new local safety members.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

2. Public Agency shall participate in the Public Employees' Retirement System from and after November 1, 1952 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

PLEASE DO NOT SIGN "EXHIBIT ONLY"

- a. MISCELLANEOUS EMPLOYEES AGE 55 OR OVER ON APRIL 13, 1976; AND**
 - b. PART-TIME RECREATION LEADER POOL MANAGER/SWIM COACH FOR THE FIRST 36 MONTHS OF EMPLOYMENT.**
- 6. The percentage of final compensation to be provided for classic local miscellaneous members in employment before and not on or after April 5, 2008 for each year of credited prior service is 0% and the percentage of final compensation to be provided for each year of credited current service is 100% and determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
- 7. The percentage of final compensation to be provided for classic local miscellaneous members in employment on or after April 5, 2008 and prior to January 9, 2010 for each year of credited prior service is 0% and the percentage of final compensation to be provided for each year of credited current service is 100% and determined in accordance with Section 21354.4 of said Retirement Law (2.5% at age 55 Full).
- 8. The percentage of final compensation to be provided for classic local miscellaneous members in employment on or after January 9, 2010 for each year of credited prior service is 0% and the percentage of final compensation to be provided for each year of credited current service is 100% and determined in accordance with Section 21354.5 of said Retirement Law (2.7% at age 55 Full).
- 9. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
- 10. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
- 11. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
- 12. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20965 (Credit for Unused Sick Leave).
 - b. Section 20042 (One-Year Final Compensation) for classic members only.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

- c. Sections 21624 and 21626 (Post-Retirement Survivor Allowance) for local safety members only.
- d. Section 21574 (Fourth Level of 1959 Survivor Benefits).
- e. Section 21024 (Military Service Credit as Public Service).
- f. Section 21548 (Pre-Retirement Option 2W Death Benefit) for local miscellaneous members only.
- g. Section 20903 (Two Years Additional Service Credit).
- h. Section 20516 (Employees Sharing Additional Cost):

From and after the effective date of this amendment to contract, 3% for classic local fire members in the Monterey Park Firefighters' Association.

From an after the effective date of this amendment to contract, .5% for new local fire members in the Monterey Park Firefighters' Association.

- 13. Public Agency, in accordance with Government Code Section 20834, shall not be considered an "employer" for purposes of the Public Employees' Retirement Law. Contributions of the Public Agency shall be fixed and determined as provided in Government Code Section 20834, and such contributions hereafter made shall be held by the Board as provided in Government Code Section 20834.
- 14. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
- 15. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.

- c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
16. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
17. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY MONTEREY PARK

BY _____
ARNITA PAIGE, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION

BY _____
PRESIDING OFFICER

Witness Date _____

Attest: _____

Clerk _____

ATTACHMENT 3
**Resolution of Intention to Approve an Amendment
to Contract**

RESOLUTION NO. _____

**A RESOLUTION OF INTENTION
TO APPROVE AN AMENDMENT TO CONTRACT BETWEEN
THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
CITY COUNCIL
CITY OF MONTEREY PARK, CALIFORNIA**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide Section 20516 (Employees Sharing Additional Cost) of 3% for classic local fire members in the Monterey Park Firefighters' Association and .5% for local fire members in the Monterey Park Firefighters' Association.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between the City of Monterey Park and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

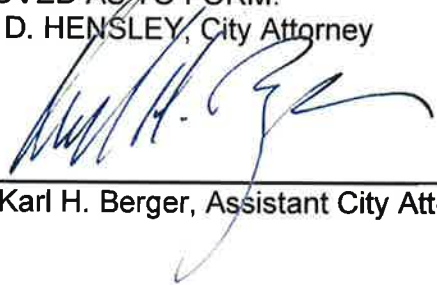
PASSED, ADOPTED AND APPROVED this ____ day of _____, 2019.

Peter Chan
Mayor, City of Monterey Park

ATTEST:

Vincent D. Chang, City Clerk

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

By: 

Karl H. Berger, Assistant City Attorney

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

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly and regularly adopted by the City Council of the City of Monterey Park at a regular meeting held on the ____ day of _____, 2019 by the following vote:

Ayes:	Council Members:
Nays:	Council Members:
Absent:	Council Members:
Abstain:	Council Members:

Dated this ____ day of _____, 2019..

Vincent D. Chang, City Clerk
City of Monterey Park, California

ATTACHMENT 4

Ordinance

ORDINANCE NO. _____

**An Ordinance of the City Council of the City of Monterey Park authorizing
an amendment to the contract between the City Council of the City of
Monterey Park and the Board of Administration of the California Public
Employees' Retirement System.**

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

SECTION 1. That an amendment to the contract between the City Council of the City of Monterey Park and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

SECTION 2. The Mayor of the City Council City of Monterey Park is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

SECTION 3. This Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of 15 days from the passage thereof shall be published at least once in *The Wave*, a newspaper of general circulation, published and circulated in the County of Los Angeles and thenceforth and thereafter the same shall be in full force and effect.

SECTION 4. The City Clerk shall certify to the passage and adoption of this Ordinance and to its approval by the Mayor and said Ordinance shall become effective thirty days after adoption.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2019.

Peter Chan, Mayor
City of Monterey Park, California

ATTEST:

Vincent D. Chang, City Clerk
City of Monterey Park, California

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

By: _____
Karl H. Berger, Assistant City Attorney

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

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly and regularly adopted by the City Council of the City of Monterey Park at a regular meeting held on the ____ day of _____, 2019 by the following vote:

Ayes:	Council Members:
Nays:	Council Members:
Absent:	Council Members:
Abstain:	Council Members:

Dated this ____ day of _____, 2019..

Vincent D. Chang, City Clerk
City of Monterey Park, California

ATTACHMENT 5
Certification of Compliance with Government Code
Section 7507 – Form PERS-12A

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Financial Office | Pension Contract Management

Services & Prefunding Programs

P.O. Box 942703 Sacramento, CA 94229-2703

888 CalPERS (or 888-225-7377)

TTY: (877) 249-7442 | Fax: (916) 795-4673

www.calpers.ca.gov

**CERTIFICATION OF COMPLIANCE WITH
GOVERNMENT CODE SECTION 7507**

I hereby certify that in accordance with Section 7507 of the Government Code the future annual costs as determined by the California Public Employees' Retirement System for the increase or change in retirement Benefit(s) have been made public at a public meeting of the CITY COUNCIL of the CITY OF MONTEREY PARK on _____
(governing body) (public agency) (date)

which is at least two weeks prior to the adoption of the Resolution / Ordinance.

Adoption of the retirement benefit increase or change will not be placed on the consent calendar.

Clerk/Secretary

Title

Date _____

ATTACHMENT 6
Certification of Governing Body Action Form
PERS-CON-12

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Financial Office | Pension Contract Management

Services & Prefunding Programs

P.O. Box 942703 Sacramento, CA 94229-2703

888 CalPERS (or 888-225-7377)

TTY: (877) 249-7442 | Fax: (916) 795-4673

www.calpers.ca.gov

CERTIFICATION OF GOVERNING BODY'S ACTION

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the

City Council of Monterey Park

_____ of the

(governing body)

City of Monterey Park

_____ (public agency)

on _____

(date)

Clerk/Secretary

Title

ATTACHMENT 7

City of Monterey Park/CalPERS Contract

(The document is available by clicking the link <https://www.montereypark.ca.gov/DocumentCenter/View/9124/03-20-2019-Agenda-Item-5A---Calpers-Contract-regarding-Firefighters-Association> or you can visit the City Clerk Office to view material)

ATTACHMENT 8
**Certification of Employee Election – Form PERS-
CON-15**

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Financial Office | Pension Contract Management

Services & Prefunding Programs

P.O. Box 942703 Sacramento, CA 94229-2703

888 CalPERS (or 888-225-7377)

TTY: (877) 249-7442 | Fax: (916) 795-4673

www.calpers.ca.gov

CERTIFICATION OF EMPLOYEE ELECTION

I hereby certify that the following employees of the City of Monterey Park have expressed their approval or disapproval of said agency's intention to amend its contract to provide Section 20516 (Employees Sharing Additional Cost) of 3% for classic local fire members in the Monterey Park Firefighters' Association and .5% for new local fire members in the Monterey Park Firefighters' Association on the basis described in the Resolution of Intention adopted by said agency's governing body on March 20, 2019 in such manner as to permit each employee to separately and secretly express his choice and that the outcome of such election was as follows:

	Number of employees eligible to vote	Number of votes approving said participation	Number of votes disapproving said participation
Local Fire Fighters as defined in Govt. Code Section 20433	<u>48</u>	<u>32</u>	<u>0</u>


Clerk or Secretary

3/5/2019
Date



City Council Staff Report

DATE: March 20, 2019

AGENDA ITEM NO: New Business
Agenda Item 5-B

TO: The Honorable Mayor and City Council
FROM: Tom Cody, Director of Human Resources and Risk Management
SUBJECT: Memorandum of Understanding between the City and the Monterey Park Police Officers' Association fixing the rate of compensation and other terms and conditions of employment for represented employees for a four-year term July 1, 2018 to June 30, 2022.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution authorizing the City Manager to execute the Memorandum of Understanding between the City of Monterey Park and the Monterey Park Police Officers' Association (POA); and
2. Amend the 2018-2019 Budget to authorize expenditure of \$121,306 for the 2018-2019 fiscal year accordingly; and
3. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Representatives of the City of Monterey Park have met on numerous occasions with representative of the Monterey Park Police Officers' Association (POA) regarding wages, CalPERS cost sharing, deferred compensation contribution, Retiree Healthcare Trust (RHT), a one-time cash payment compensation and other terms and conditions of employment. The results of these negotiations are contained in the attached Memoranda of Understanding (MOU), which is being presented to the City Council for approval via adopting an implementing Resolution.

The City and the POA worked through the negotiations process and focused on a four-year contract with the bulk of the cost in the last two years of the four-year contract. This will be the first four-year contract with POA in the last decade; previous contracts have typically been a two-year term.

BACKGROUND:

The draft Memorandum of Understanding (MOU) reflects the negotiated terms between the City and POA. As detailed in Attachment A, the MOU will implement the following:

1. In accordance with the new MOU, salary increases for POA members will follow the below-referenced schedule:

Effective upon the Council's approval of this MOU, the salary range for Police Officer and Police Corporal will be increased by 1% retroactive to the pay period starting December 29, 2018.

Effective the beginning of the pay period following the 2018-19 CalPERS contract amendment approval and members pick up an additional 3% retirement contribution as cost sharing, the salary range for Police Officer and Police Corporal will be increased by 3%.

Effective the beginning of the pay period following January 1, 2020, the salary range for Police Officer and Police Corporal will be increased by 2%.

Effective the beginning of the pay period following April 1, 2020, the salary range for the 14 Police Corporals will be increased by 1.2%.

Effective the beginning of the pay period following January 1, 2021, the salary range for Police Officer and Police Corporal will be increased by 2.5%.

Effective the beginning of the pay period following January 1, 2022, the salary range for Police Officer and Police Corporal will be increased by 3%.

2. Employee Paid Retirement Contribution:

Classic employees currently pay the nine percent (9%) member contribution. Effective the payroll period following the 2018-19 CalPERS contract amendment approval, Employees will also pay an additional three percent (3%) retirement contribution as cost sharing.

PEPRA employees (i.e., new ones) pay 50% of normal costs, which is currently 11.5%. Effective the payroll period following the 2018-19 CalPERS contract amendment approval, such employees will pay twelve percent (12%). If the 50% of the normal cost rate established by CalPERS (each year) equals below twelve percent (12%), the contribution of percent (12%) as cost sharing remains for PEPRA members.

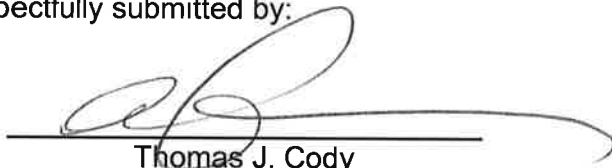
3. The City will amend the 401(a) plan to permit employer contribution on behalf of unit members. The plan amendment will be effective July 1, 2021. Effective July 1, 2021, the employer contribution will be 1% of regular pay on a monthly basis.
4. Effective July 1, 2020, the City agreed to contribute one-hundred dollars (\$100) per month to full-time Unit employees toward a Retiree Healthcare Trust (RHT). The contributions will be made for each complete calendar month that the employee is employed by the City. Representatives of the City and the Association will work together for the implementation of the RHT by July 1, 2020.
5. Monterey Park Police Officer's Association will receive a one-time cash payment of \$1000 per member the first pay cycle after City Council approval of the MOU.

FISCAL IMPACT:

The cost for the 2018-2019 fiscal year is \$121,306*, which will require a new appropriation to the budget. The cost will be appropriated from the General Fund (0010). The projected cost for the second year of the contract (2019-2020) will be an additional approximately \$228,491. The projected cost for the third year of the contract (2020-2021) will be an additional approximately \$432,876. The projected cost for the fourth year of the contract (2021-2022) will be an additional approximately \$834,280. The total proposed cost for the four-year contract is \$1,616,953 (See Attachment 3).

*(NOTE: The actual cost to the 2018-19 budget is dependent on amending the CalPERS contract, which typically takes 2-4 months. Therefore, the actual appropriation impacting the 18-19 budget may be less.)

Respectfully submitted by:



Thomas J. Cody
Director of Human Resources
and Risk Management

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. Resolution approving the MOU for Contract Years 2018-2022 between City of Monterey Park and Monterey Park Police Officers' Association
2. 2018-2022 MOU between City of Monterey Park and Monterey Park Police Officers' Association
3. POA 2018-2022 4-Year MOU Costs

ATTACHMENT 1

**Resolution approving the MOU for Contract Years
2018-2022 between City of Monterey Park and
Monterey Park Police Officers' Association**

RESOLUTION NO. _____

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEAR 2018-2022 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK POLICE OFFICERS' 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 Police Officers' Association (POA), a duly recognized employee organization representing the City of Monterey Park Police Officers' 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 2018-2022.

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: POA accepted the Memorandum of Understanding ("MOU") attached as Exhibit "A," and incorporated by reference.

SECTION 4: The City Council approves the MOU for Contract Year 2018-2022 between the City of Monterey Park and the Monterey Park Police Officers' Association (POA).

SECTION 5: The City Manager is authorized to execute the MOU on the City's behalf in a form approved by the City Attorney.

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.

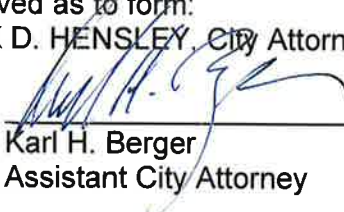
PASSED, AND ADOPTED this ____ day of _____, 2019

Peter Chan
Mayor, City of Monterey Park

ATTEST:

Vincent Chang, City Clerk

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

By: 

Karl H. Berger
Assistant City Attorney

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

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on this ____ day of _____, 2019 by the following vote:

AYES: Council Members:
NOES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members:

Dated this ____ day of _____, 2019

Vincent D. Chang, City Clerk
City of Monterey Park,
California

ATTACHMENT 2

2018-2022 MOU between City of Monterey Park and Monterey Park Police Officers' Association



MEMORANDUM OF UNDERSTANDING

between

THE CITY OF MONTEREY PARK, CALIFORNIA

and

THE MONTEREY PARK POLICE OFFICERS' ASSOCIATION

07/01/2018 – 06/30/2022

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between
THE CITY OF MONTEREY PARK, CALIFORNIA
and
THE MONTEREY PARK POLICE OFFICERS' ASSOCIATION
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MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF MONTEREY PARK
and
THE MONTEREY PARK POLICE OFFICERS' ASSOCIATION
FOUR YEAR -AGREEMENT 7/1/18-6/30/22

PREAMBLE

This Memorandum of Understanding (MOU) 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 Police Officers Association, hereinafter referred to as the "POA," have reached this Memorandum of Understanding pursuant to meeting and conferring in good faith. Unless specifically provided herein, changes in wages, hours and terms and conditions of employment shall be prospectively effective on and after City Council adoption of this MOU.

ARTICLE 1 - SCOPE OF MEMORANDUM OF UNDERSTANDING

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

ARTICLE 2 - RECOGNITION

- A. The City acknowledges the POA as the representative for certain employees in the Police Department 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 MOU shall cover all employees working in the classification of Police Corporal and Police Officer.
- C. This Memorandum does not preclude employees in such employment classifications from representing themselves individually in their employment relations with the City.

ARTICLE 3 - CITY RESPONSIBILITIES AND RIGHTS

- 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 MOU, 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 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 any work or 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. Notwithstanding the above, the City hereby agrees to Meet and Confer with the POA on any changes regarding hours, work schedules, salaries, or working conditions. The City agrees to adhere to the job specifications established for each classification.

ARTICLE 4 - EMPLOYEE AND/OR EMPLOYEE REPRESENTATIVES

- A. All employees represented by POA, shall have the right to join the POA, or to refuse or refrain from joining the POA.
- B. Members of the POA may, by any reasonable methods, select three (3) representatives who may or may not be City employees to meet and confer with the City Representative Committee or other management officials on subjects within the scope of representation during regular duty or working hours, without loss of time, provided:
 - 1. That no employee representative shall leave his/her duty or workstation or assignment without specific approval by any authorized departmental management official.
 - 2. That any such meeting is subject to scheduling by an authorized departmental management official so as to avoid interference with or interruption of assigned work schedules or work performance.
- C. The City will deduct dues and initiation fees from those employees who voluntarily sign and have submitted to the City the necessary authorization card.
- D. Deductions as are authorized in writing by the employee shall be deducted from earned wages or salaries on each payday. The City shall forward to the POA all dues and/or initiation fees deducted from the employees for any month, the first of the succeeding month.
- E. The POA shall indemnify, defend and hold the City harmless against claims and any suit instituted by an employee against the City which shall arise out of any action which shall be taken by the City in accordance with the sections regarding dues deduction.
- F. The POA representatives, while on City property, shall abide by the City's safety rules and regulations.
- G. The Employee Representatives will include at least one employee member. Employee Representatives shall be provided reasonable release time, without loss of salary or benefits, for purposes of collective bargaining and/or processing of employee grievances. In addition, Association representatives may be granted reasonable release time to attend Association sponsored training programs, seminars, and conferences, subject to prior City approval. Such requests will not be unreasonably denied.

- H. A written list of the Officers of the POA and the Employee Representatives shall be furnished to the City immediately after their designation, and the POA shall notify the City promptly in writing of any changes of such Officers or Representatives.

ARTICLE 5 - COMMUNICATIONS

Space shall be provided on City bulletin boards and use of City email may be made available for the posting/distribution of the following notices of immediate concern to the employee group members:

1. POA recreational and social activities.
2. POA election notices and results.
3. POA meetings and events.
4. Such other notices as may be mutually agreed upon by the POA and the Police Chief or designee.
5. All notices and materials regarding the business of the POA.

Use of the City email system does not provide privacy regarding the communications sent/received. The City reserves the right to review any communications sent using its email system. POA communications sent via email may be subject to disclosure pursuant to the Public Records Act.

ARTICLE 6 - CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

- A. The POA hereby agrees that during the term of this MOU, POA represented employees and the officers and/or corporals of the POA shall not engage in, encourage, sanction, support, authorize or suggest any work stoppages, strikes, boycotts, slowdowns, mass resignation, mass absenteeism, or any other intentional interference of work of the City. However, information 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.
- B. In the event any employee, or employees, participate in any of the prohibited activities stated above, the POA shall notify such employee or employees, so engaged to cease and desist from such activities and shall instruct the employee or employees, to return to their normal work assignment and duties.
- C. The employee, or employees, participating in the activities prohibited above shall be subject to disciplinary action by the City, including suspension or discharge in accordance with the City's Personnel Rules and Regulations.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a formal written or oral allegation by a member of the POA on behalf of specified unit members who have been adversely affected by an alleged violation of the specific provisions of this Memorandum of Understanding, the City's Personnel Rules, written Department Rules, Regulations, policies and procedures or an appeal of a disciplinary action decision by the City Manager.
2. A "disciplinary grievance" is a formal written objection or challenge to any disciplinary action as defined by the Personnel Rules and Regulations. A "disciplinary grievance" shall be filed after the written receipt of the City Manager's decision, and shall constitute the sole and exclusive process of appeal. Such appeals shall be processed at Level IV, Administrative Hearing.
3. A "grievant" is any unit member or the POA on behalf of specified unit members adversely affected by an alleged violation within the scope of the grievance procedure as defined above.
4. A "day" is any day in which the administrative offices of the City of Monterey Park are open for regularly scheduled business.

B. GENERAL PROVISIONS

1. If an employee is receiving direction from his/her supervisor but believes the direction forms the basis for a viable grievance, the employee must still comply with the direction. If that grievance is ultimately sustained only then may the employee not comply with that directive.
2. Grievance documents shall not be placed in an employee's personnel file, unless they relate to discipline. If they relate to discipline, they will not be placed in an employee's personnel file until after the discipline appeal process (if applicable) is completed.
3. Time limits for appeal provided at any level of this procedure shall begin the first day following receipt of the written decision by the grievant and/or the POA. Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. The grievant and the City may extend any time deadline by mutual agreement. Failure by the City to meet established deadlines shall entitle but not obligate the grievant to appeal to the next step of the procedure.
4. Every effort will be made to schedule meetings for the processing of grievances during the regular work schedule of the participants. If any grievance meeting or hearing must be scheduled during duty hours, any employee required by either party

to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

5. Any unit member may, at any time, present grievances to the City and have such grievances resolved without the intervention of the POA, as long as the resolution is reached prior to the hearing and the resolution is not inconsistent with the terms of this MOU; provided that the City shall not agree to a resolution of the grievance until the POA has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response within twenty (20) days. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the POA, which may include the attorney of the POA. The POA may also be represented at any grievance meetings and will be notified of any such meetings.
6. This grievance procedure shall be the sole and exclusive procedure for processing objections or challenges to disciplinary actions as defined in the Personnel Rules and Regulations and shall satisfy all administrative appeal rights and protection.
7. There shall be no reprisals, interference, coercion or discrimination against any employee for processing a grievance at any level, or for assisting a grievant in the processing of a grievance.

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

1. Level I - Informal Resolution: Any unit member or the POA who believes he/she has a grievance shall present the grievance orally to the immediate supervisor within fifteen (15) workdays after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The immediate supervisor shall hold discussions and attempt to resolve the matter within fifteen (15) workdays after the presentation of the grievance. It is the intent of this informal procedure that at least one personal conference be held between the aggrieved employee, their representative and the immediate supervisor.
2. Level II - Formal Written Grievance
 - a. If the grievance is not resolved during the informal conference and the grievant wishes to continue the grievance process, the grievant shall present the grievance in writing on the appropriate form to the Police Chief within ten (10) days after the oral decision by the immediate supervisor.

The written information shall include: (a) a description of the specific grounds of the grievance; (b) a listing of the provisions of this agreement, personnel rules, regulations or procedures alleged to have been violated; and (c) a listing of specific actions requested of the City which will remedy the grievance.

- b. The Police Chief or his/her designee shall communicate the decision, in writing, to the grievant within ten (10) days after receiving the grievance.
- c. Within the above time limits the parties may request a personal conference.

3. Level III - Appeal to the City Manager

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

4. Level IV - Administrative Hearing

- a. If the grievant is not satisfied with the decision at Level III, or if an employee or the POA wishes to appeal the disciplinary decision of the City Manager, the grievant/employee may, within ten (10) days of the receipt of the decision, for an administrative hearing of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, the POA shall inform the City, in writing, of its request to have an administrative hearing. The POA and the City shall attempt to agree upon a hearing officer.

If no agreement can be reached, they shall request that the City supply a list of seven (7) names of persons experienced in hearing grievances in cities from a panel mutually selected by the POA and the City. Each party shall alternately strike a name until only one remains. The remaining panel member shall be the Hearing Officer. The order of the striking names shall be determined by coin toss.

- b. If either the City or the Association so requests, the Hearing Officer shall be requested to hear the merits of any issues raised regarding grievability. No hearing on the merits of the grievance will be conducted until the issue of grievability has been decided. The same Hearing Officer shall decide the issue of grievability, and if grievable, then the merits of the dispute.
- c. The Hearing Officer shall, within thirty (30) days unless both parties agree otherwise, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the Hearing Officer shall determine the issues by referring to the written grievance and the answers thereto at each step.

- d. The Hearing Officer shall hold a hearing on the issue submitted or as determined by the Hearing Officer if the parties have not mutually agreed upon the issue, and render a written decision. The conduct of the hearing proceedings shall be governed by California Code of Civil Procedure section 1280 et. seq. The Hearing Officer's decision shall be the final administrative action not subject to further administrative review. The Hearing Officer's decision is reviewable under California Code of Civil Procedure 1094.5.
- e. The City and the POA agree that the jurisdiction and authority of the Hearing Officer so selected and the opinions the Hearing Officer expresses will be confined exclusively to the interpretation of the express provision or provisions of this MOU at issue between the parties. The Hearing Officer shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this MOU or the written ordinances, resolutions, rules, regulations and procedures of the City or the Department, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of this MOU. The Hearing Officer shall be without powers or authority to make any decision that requires the City or management to do an act prohibited by law.
- f. In the event that this grievance procedure is used to challenge disciplinary actions, the Hearing Officer shall prepare a written decision containing findings of fact, determination of issues, and statement of the precise disciplinary penalty, if any.
- g. After a hearing and after both parties have had an opportunity to make written arguments, the Hearing Officer shall submit in writing to all parties his/her findings and award.
- h. The fees and expenses of the Hearing Officer shall be shared equally by the City and POA. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire hearing. The cost of the services of such court reporter shall be shared equally by the parties.
- i. By filing a grievance and processing it beyond Level III, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/administrative hearing procedure. The processing of a grievance beyond level III shall constitute an express election on the part of the grievant that the grievance/administrative hearing procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by

the provisions of this paragraph to preclude the filing of a writ of administrative mandamus to challenge a decision issued on a grievance.

- j. With regard to discipline-related hearings governed by this Section (C)(4), where the discipline subject to appeal consists of a minimum of 8.1 hours and a maximum of 24 hours, the following limitation shall apply to the amount of time available to each party to the hearing for a presentation of any individual party's case. For purposes of time-limit computation only, the Association and any one (1) employee, as well as any other entity that may properly be appearing on behalf of or with an interest similar to the Association or employee, shall be jointly deemed to be the same one party for computing the time limitation on presentations. Accordingly, the time limitation shall not be multiplied by the number of individuals or entities appearing, on behalf of, or with an interest similar to, the individual employee who has been disciplined.

Each party to the Article 7 administrative appeal shall be limited to a maximum of twelve (12) hours of presentation time during conduct of an administrative appeal pursuant to MOU Article 7(C)(4) Level IV Administrative Hearing.

"Presentation Time" against which shall be charged the twelve (12) hour presentation time limitation, shall include oral opening statement and oral closing argument, direct/redirect examination of witnesses, rebuttal and sur-rebuttal witness testimony, demonstrations, and site inspections (excluding travel time to and from the site). Cross examination shall not be counted as part of the "Presentation Time."

The hearing officer shall record and maintain account of all such hours by means of a timekeeping device suitable to the task. Absent stipulation by the parties to extend the twelve (12) hour limitation, the hearing officer shall have no authority to extend said limitation.

- 5. Disciplinary Proceedings (one day suspension): For purposes of this section alone, a one (1) day suspension shall be equivalent to eight (8) hours of salary, regardless of the actual hours worked in a shift. Suspensions of one (1) day shall be excluded from the arbitration appeal process. Upon receipt from the Chief of Police or his designee of a notice of intended penalty of one (1) day or less, the employee shall have ten (10) business days (Monday - Friday) to submit a written request to the City Manager requiring mediation. The matter shall then be submitted to a mediator provided by the State Mediation and Conciliation Service. Absent agreement as to identity of the mediator, the parties shall alternately strike names from a list supplied by the Los Angeles Office of SMCS. A mediation session shall then be calendared. The mediation shall not be an evidentiary hearing. Neither party shall be represented by an attorney although non-attorney representatives shall be permitted. There shall be no subpoena power, no submission of briefs, and

the mediation shall conclude within the same business day that it commenced. If the manner in which the mediation is resolved is unsatisfactory to either party, then the proceeding before the City Manager shall provide the due process mandated by Skelly v. State Personnel Board and shall not be an evidentiary hearing. The decision of the City Manager shall be the final administrative action not subject to further administrative review. The City Manager's decision is reviewable under California Code of Civil Procedure 1094.5.

ARTICLE 8 - OVERTIME

- A. 7K EXEMPTION: The City of Monterey Park has exercised its ability to declare the "7K" exemption under the Fair Labor Standards Act (FLSA) for sworn police personnel. The work period for such employees shall be twenty-eight (28) days in length commencing on Saturday, April 20, 1985 at 2:00 a.m.
- B. WORK HOURS PLANS: The City and the Association agree that the Department will utilize the three-twelve and a half (3/12.5) and four-ten (4/10) work hour plans during the term of this MOU. The five-eight work hour plan may be used when mutually agreed to by the Department and employee. The three-twelve and a half (3/12.5) work hour plan shall cover patrol Officers and Corporals. The four-ten (4/10) work hour plan shall cover motorcycle Officers and Corporals and all detective positions.

In the event of a bona fide emergency the City may cancel, alter or amend the work schedule as necessary, and only for the duration of the emergency, immediately and without the requirement of engaging in the meet and confer process. A bona fide emergency shall be defined as a circumstance requiring immediate action, a sudden unexpected happening, or an unforeseen occurrence or condition. It shall not include staffing shortages caused by common occurrences, such as an employee calling in sick or staff reductions due to preplanned leaves.

Officers shall be provided twelve (12) days notice prior to any shift change, reassignment or modification. The twelve (12) day notice requirement shall not apply in the case of emergency situations. For the purpose of this rule, emergencies shall mean any unforeseen or unplanned event that impacts Department staffing needs. The twelve-day notice requirement set forth above shall not apply to probationary Police Officers.

- C. OVERTIME: For employees assigned to the three-twelve and a half (3/12.5) work hour plan, overtime shall be defined as that time authorized and actually worked by an employee in excess of one hundred sixty (160) hours within the twenty-eight (28) day work period. All employees required to work in excess of the standard work period of one hundred and sixty (160) hours shall receive compensation at the rate of time and one-half (1 1/2) of his/her rate of pay. For employees assigned to the four-ten (4/10) and five-eight (5/8) work hour plan, overtime shall be defined as that time authorized and actually worked by an employee in excess of eighty (80) hours within the fourteen (14) day pay period. All employees required to work in excess of the standard pay period of eighty hours within the fourteen day pay

period shall receive compensation at the rate of time and one-half (1 1/2) of his/her rate of pay.

All employees assigned to work the three-twelve and a half (3/12.5) work hour plan and who work in excess of one hundred and sixty (160) hours within the twenty-eight (28) day work period shall be compensated at the completion of the twenty-eight (28) day work period. Regardless of the amount of overtime hours accrued during the first half (80 hours) of the work period, employees shall be compensated eighty (80) hours for that pay period, and the balance of the hours worked shall be compensated at the completion of the twenty-eight (28) day work period. All overtime requests must have the authorization of a supervisor prior to the commencement of such overtime work. Dispatched calls beyond the end of duty time are considered as authorized. An employee's failure to obtain prior approval will result in the denial of overtime request.

All eligible employees assigned to work the four-ten (4/10) and five-eight (5/8) work hour plans and who work in excess of eighty (80) hours within the fourteen (14) day pay period shall be compensated for overtime at the completion of the fourteen (14) day pay period.

Determination as to whether or not overtime shall be assigned and/or worked remains in the sole discretion of a responsible supervisor. However, where in the sole discretion of the responsible supervisor, overtime can be efficiently worked by any member of the shift without regard to particular skills or abilities of any eligible employee, then said overtime shall be assigned based on seniority, except in those cases where the overtime duty arises from a case or incident involving another shift Officer. In such case, the involved Officer shall be assigned the overtime, regardless of seniority.

In those instances where overtime is made available on a Department-wide basis (such as for a movie detail or grant run operations), then said overtime shall be assigned on a seniority basis, unless in the sole discretion of the responsible supervisor(s), particular skills and abilities of Officers are relevant to the assignment of any individual(s) to the overtime duty.

The assignment of overtime, as designated by the Police Chief's 6/12/12 memorandum (attached as an Addendum B), will be the agreed Department method for overtime call out procedure for replacement of Corporals and/or Officers when a vacancy occurs due to a non-planned event. The intent of the memorandum is to call in overtime rank-for-rank as described in said reference memorandum without limiting the Chief from exercising his/her management authority and rights in meeting the staffing needs of the Department.

In cases where seniority is utilized to make overtime assignments, the responsible supervisor shall make a reasonable attempt to advise the eligible Officer(s) of the overtime opportunity. Upon said overtime offer either being rejected or the eligible Officer not being responsive to reasonable contact, the responsible supervisor shall repeat said notification steps until the overtime opportunity is selected. Disputes as to whether or not a "reasonable attempt" was made to contact an Officer eligible for seniority-based overtime selection, shall not be subject to the grievance procedure or to any other administrative or civil method of appeal, and the

determination of the responsible supervisor in this regard, shall be final, conclusive and not appealable through any means.

Regardless of the above, any responsible supervisor retains the right in his or her sole discretion to disregard seniority in rendering an overtime assignment when, in the sole discretion of the responsible supervisor, the needs of the Department and/or community so dictate. Said decision shall not be subject to any administrative or civil challenge and shall be final and conclusive.

For the purpose of determining overtime, vacation, sick leave, compensatory time off and/or other paid leave time shall be considered compensable hours of work.

- D. COMPENSATORY TIME OFF: In lieu of receiving cash payment at time and a half for overtime hours worked, an employee may elect the option of earning compensatory time off. Compensatory time shall be earned at the rate of time and one-half (1 ½) for each hour worked. The maximum amount of comp time that may be accrued is 480 hours (320 hours worked). All compensatory time on the books will be cashed out to forty (40) hours as of December 1 of each year. The remaining balance will remain on the books until such time as employee utilizes the compensatory time.
- E. PAID LEAVE ACCRUAL RATES: Employees assigned to the three-twelve and a half (3/12.5), four-ten (4/10) or 5/8 work hour plans shall accrue vacation, holiday and sick leave in accordance with the accrual rates as outlined herein. When vacation, holidays or sick leave is used, the employee shall be charged based on actual time taken off in relation to his/her regularly assigned shift.
- F. REGULAR RATE OF PAY: For the purpose of computing overtime, the employee's regular rate of pay shall be used for the calculation of overtime under the Fair Labor Standards Act and includes the following components, if applicable, in addition to base salary:
 - 1. Educational Incentive
 - 2. Bilingual Pay
 - 3. Special Assignment Pay
 - 4. Longevity Pay
 - 5. Medical Opt-Out Pay
- G. COMPENSABLE HOURS OF WORK:
 - 1. Firearms Qualification: Employees who choose to shoot at the range at times other than as required for qualification and training by the Department, will be considered to be on personal time. Such time is not counted as working time and is not compensable in any manner whatsoever.
 - 2. Voluntary Training Time: Voluntary attendance at training schools/facilities (including the academy) which improves the performance of regular tasks and/or prepares for job advancement are not compensable for hours in excess of the

employees' normal work shift. Any such time spent in excess of the normal work shift will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits is not compensable hours of work, even though the employee may be confined to campus or to barracks twenty-four (24) hours a day.

Travel time to and from the training facility outside of an employee's normal work shift is not compensable hours of work.

Mandatory training as required by the Department and/or POST is compensable for actual time spent in training. Travel time outside of regularly scheduled work hours for mandatory training is not compensable as work time unless training is approved by a supervisor. If the use of a personal vehicle is authorized for attendance at mandatory training, mileage shall be reimbursed at IRS rates in effect at the time of the travel, for actual miles traveled.

3. City Vehicle Use: Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time in the City vehicle.

This provision also applies in those situations where the radio must be left on and monitored.

This provision does not preclude compensation in those instances where an employee is required to perform emergency law enforcement duties as required by law. In such cases, appropriate compensation shall be provided.

4. Canine Assignment: Employees assigned to canine duty shall not be compensated in any manner whatsoever for hours spent in travel time to and from work in a City vehicle, unless such travel time is interrupted to perform law enforcement duties. In the event that such travel time is interrupted to perform law enforcement duties, the officer will be compensated for actual time spent engaged in such duties. Canine Officers shall be compensated for off-duty time spent in the care, feeding, grooming, exercise, incidental training, and companionship of their assigned dog in accordance with provisions of Article 34 – Special Assignment Pay.

Nothing herein precludes an officer from being compensated for actual time spent in department required and approved training at times other than the officer's regular working hours.

5. Gym Facility: The City provides a room to be used as a gym facility for the voluntary use of employees during their off-duty hours, in accordance with the letter of October 15, 1981 from the Association and agreed to by the City Manager. Time spent by employees in working out at the gym facility is not considered hours worked and will not be compensated in any manner.

6. Call Back Pay

Call back occurs when:

- An employee is ordered to return to duty by a supervisor during a period when the employee is not scheduled to work, or
- An employee voluntarily responds to a call to work from a supervisor.

A. Employees who are called back to duty shall receive a minimum of three (3) hours of overtime commencing when he/she receives the call, as described in Sections A1, A2, B and C, when:

1. Any portion of those three (3) hours falls outside the employee's regularly scheduled workday. For instance, a detective who is called back to work before his regular workday shall be paid at his/her overtime rate until the beginning of his/her regular workday;
2. All hours worked, in excess of three (3) hours, outside of the employee's regularly scheduled workday shall be paid at the employee's overtime rate. For instance, when a detective is called back to work on a Saturday he/she shall be paid at his/her overtime rate for the entire time he/she is required to work.

B. Employees who volunteer to respond to work an assignment with a delayed start-time shall begin receiving overtime compensation at the prescheduled start-time. For instance, an employee who volunteers the night before an unexpected patrol vacancy occurs will begin earning overtime at the beginning of the scheduled patrol shift: not when the call is received.

C. Employees who volunteer to respond to a call to work due to an unforeseen event (e.g. a staffing shortage created by another employee calling in sick) from a supervisor and is required to immediately respond shall be paid overtime commencing when the employee receives the call. For instance, an employee who voluntarily responds to a call to fill an unexpected day watch patrol vacancy at 0800hrs shall be paid overtime commencing when the employee receives the call until the employee completes his/her assigned shift.

Except as described elsewhere in this MOU, call back does not occur when an employee is held over from his/her shift or when an employee is working prior to the beginning of his/her regularly scheduled shift, unrelated to a call back.

Employees shall report for duty within a reasonable amount of time when immediate coverage is needed: generally within one and a half (1.5) hours of receiving the call.

Travel time at the completion of the call back shift from the station to an employee's residence shall not be considered work hours or be compensated in any manner.

This provision is to be distinguished from “Court Standby” described in this MOU.

Employees who arrive at work but are later deemed unneeded (e.g. due to a scheduling error) shall receive a minimum of three (3) hours of overtime compensation.

7. Court Pay: When an officer is physically called to court, he/she shall be credited on a hour-for-hour basis for the time actually spent in court, commencing one-half (1/2) hour prior to the scheduled court appearance. An employee shall be credited with a minimum of three (3) hours for each scheduled court appearance. Only one (1) minimum shall apply per payday. These three (3) hours will ultimately be paid in the pay period at time and one-half (1 1/2).

Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever unless the employee first responds to the station.

8. Court Standby: A member of the POA who, while off duty, is on court standby status, may leave a telephone number where he/she may be reached while on court standby. Such time is not considered hours worked. However, the employee will receive credit for three (3) hours (these three (3) hours will ultimately be paid in the pay period at time and one-half (1 1/2), provided that the employee is not actually required to be present in the court building. If any employee is required to go to court, this three (3) hour period is applied to court pay under Section 7.

Alternatively, an employee on court standby may, with the permission of the Chief of Police or his designee, report to the police facility, in uniform, for assignment while awaiting court. An employee shall be credited on a hour-for-hour basis for time actually worked while on standby. Travel time to the police facility shall not be considered hours worked and shall not be compensated in any manner whatsoever.

9. On-Call:

On-Call: Effective January 1, 2019, affected employees subject to on-call (e.g. detectives) shall be generally available by phone and/or able to work ready to perform their duties within one (1) hour or one-and-one-half (1.5) hours during peak traffic time.

Employees subject to on-call shall receive forty (40) hours of administrative leave credits each fiscal year. There is no cash out or annual roll over for these forty (40) hours of administrative leave. Affected employees will be awarded twenty (20) hours of administrative leave credits on the first pay period in July and January. Employees assigned to a position requiring restricted on-call after July or January shall receive administrative leave credits on a pro-rated basis.

ARTICLE 9 - VACATION

A. Policy: It is the intent and purpose of this vacation leave policy that all employees 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 the Police Department may periodically impact the ability of an employee to utilize any or all of his/her annual vacation accrual.

B. Vacation Accrual:

1. Accrual Rate: Employees shall accrue paid vacation time on the basis of years of paid service. The accrual rate shall be as follows:

0 – 6 years	Eighty-eight (88) hours per year
7+ years	Eight additional hours per year to a maximum of two-hundred (200) hours per year.

2. Accrual Caps: Except as provided herein, no employee may accrue greater than four hundred (400) vacation hours.

The total number of vacation hours accrued on or before January 14, 1995 shall not be subject to the above accrual limitation and shall be placed in a separate accrual bank (vacation hours Bank No. 1). The number of vacation hours contained within Bank No. 1 on January 14, 1995 shall not increase except as provided below.

Concurrent with the creation of Bank No. 1, there shall be created a second vacation bank (Bank No.2) that shall have a balance of zero at its inception. Vacation hours accumulated after January 14, 1995 shall be deposited in Bank No. 2. Except as provided below, if Bank No. 2 should equal 400 hours, then no vacation hours or cash equivalency shall be earned by the employee until the balance in Bank No. 2 is less than 400 hours.

Only in exceptional circumstances shall an employee be allowed to exceed the maximum vacation accrual. In no case shall an employee's request to accrue vacation 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 11 of this MOU. Any approval to accrue in excess of the accrual cap requires a written request from the Police Chief 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. The City Manager's approval is required. The number of hours allowed above the cap shall be in an amount sufficient to allow the employee 60 days to utilize vacation time prior to again reaching the cap. The approved number of hours shall be placed in bank number 1.

- C. Use of Vacation Time: Probationary employees shall be authorized to utilize accrued vacation time prior to conclusion of the probationary test period.

Use of vacation time during the calendar year shall be approved by the Chief of Police or his designee, with due regard for the wishes of the employee, the employee's accumulated vacation credits, and particular regard for the needs of the Department. Seniority shall be considered when approving vacation requests from employees. Employees' vacation requests shall not be limited by the amount of vacation time that the employee will accrue in a calendar year. Employees shall be eligible to submit vacation requests for all eligible vacation hours that the employee has available in their leave banks in addition to the hours they will accrue prior to the use of the vacation leave.

ARTICLE 10 - HOLIDAY

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

Currently and until December 31, 2019, employees of the Police Department who are assigned to work around-the-clock shifts receive thirteen 10-hour (130 hours total) floating "holidays-in-lieu" of specific holidays off. These holidays shall accrue on the following days:

Regular:

New Year's Day	Thanksgiving Day
Washington's Birthday	Day After Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Years Eve Day (effective 12/31/2007)
Veteran's Day	Admission's Day
Columbus Day	

Currently and until December 31, 2019 all other unit employees shall receive eleven (10-hour) paid holidays (see "Regular" holidays listed above), two (10-hour) floating holidays to replace Admission's Day and Columbus Day. These amounts are the maximum an employee can accrue. Hold over time and/or overtime greater than assigned hours shall not be applicable to this article.

Effective January 1, 2020, all employees shall receive thirteen 10-hour (130 hours total) "holidays-in-lieu" of specific holidays off. Employees shall accrue 10.84 hours each calendar month of employment in lieu of the above-listed holidays.

Except as provided herein, no employee may accrue greater than two-hundred sixty (260) holiday hours.

The total number of holiday hours accrued on or before January 14, 1995 shall not be subject to the above accrual limitation and shall be placed in a separate accrual bank (Bank No. 1). The number of holiday hours contained within Bank No. 1 shall not increase after January 14, 1995 except as provided below.

Concurrent with the creation of Bank No. 1, there shall be created a second holiday bank (Bank No.2) that shall have a balance of zero at its inception. Holiday hours accumulated after January 14, 1995 shall be deposited in Bank No. 2. Except as provided below, if Bank No. 2 should equal 260 hours, then no holiday hours or cash equivalency shall be earned by the employee until the balance in Bank No. 2 is less than 260 hours.

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 11 of this MOU. Any approval to accrue in excess of the accrual cap requires a written request from the Police Chief to the City Manager stating that the employee will not be authorized to utilize holiday prior to reaching the accrual cap because of Department staffing requirements. The City Manager's approval is required. The number of hours allowed above the cap shall be in an amount sufficient to allow the employee an opportunity to utilize holiday time prior to again reaching the cap. The approved number of hours shall be placed in bank number 1.

ARTICLE 11 - ACCRUAL CASH-OUT

Unit members who use eighty (80) hours (can be combination of administrative leave, vacation and/or holiday) of leave during any fiscal year and cash-out one hundred (100) hours of accumulated and earned vacation time or holiday time (or a combination thereof) will receive automatic payment for any earned vacation or holiday once they reach their maximum accrual of vacation and/or holiday for the remainder of the fiscal year. Requests for cash-out are to be submitted in a manner prescribed by the City. This requirement does not apply to members who are unable to work while on leave (e.g. IOD). Excess leave for members who are on leave will be paid to the employee as it is earned by the affected employee.

ARTICLE 12 - SICK LEAVE

- A. Sick leave with pay shall be granted to every full time employee who has been continuously employed for a period of time in excess of 30 days. Such sick leave shall be granted by the City at the rate of 8.00 hours per month (96 hours per year) for each full calendar month of continuous employment with the City, including time served in probationary status.
- B. Sick leave is paid leave from work that can be used for the following purposes:
 - (a) diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling; or

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

For full time employees, one-half of the employee's accrued and available annual sick leave is protected and may be used for any of the purposes stated above. However, the City permits that a total of eighty hours of sick leave may be used per calendar year for family sick leave purposes.

C. Sick leave accrual and maximum:

1. On July 1, 2012, any existing sick leave balance was placed in a separate leave bank (bank #1) and the amount of that bank shall not be increased nor added to. The hours in the bank shall be subject to the reimbursement provisions described in this Article. The employee shall be allowed to utilize this sick leave bank balance to fund future illnesses/sick leave. However, the employee shall not be required to utilize this sick leave account unless or until the employee elects to do so. Employees with sick leave hours in bank #1 who service retire from the City, may receive 50% of the hours in bank #1 paid at his/her base hourly rate of pay at the time of retirement. For example if an employee had one-thousand (1,000) hours of sick leave in this account and retired for service, the employee would be provided fifty percent (50%) cash out upon service retirement. Accordingly, the employee has the option of utilizing the following newly created eight-hundred (800) hour sick leave account before utilizing this frozen account. Employees hired on or after July 1, 2012 do not have a sick leave bank (bank #1) as described in this paragraph.
2. Commencing on July 1, 2012, sick leave earned by bargaining unit members shall be deposited into a second sick leave account which shall be capped at a maximum of 800 hours. Upon accruing eight-hundred (800) hours in this sick leave account there shall be no further accrual of sick leave unless or until use results in a balance of less than eight-hundred (800) hours. Employees, who retire from the city with more than ten (10) total years of city service, beginning from the date of employment, shall be eligible to cash out sick leave in the "second" sick leave account at the rate of twelve (12) hours for each one full year (12 months) of city service.
3. 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 above retirement-related pay-out schedules as separately set forth in C(1) and C(2) above at the employee's base hourly rate of pay.

- D. In order to receive compensation while absent on sick leave, the employee shall, under normal circumstances, notify his/her immediate supervisor, or the on-duty watch commander prior to the time set for the beginning of his/her daily duties. Employees are encouraged to

contact their immediate supervisor or the on-duty watch commander at least one (1) hour prior to the beginning of his/her daily duties. A supervisor may require an employee to submit a health care provider'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 that they are capable of returning to duty.

- E. The City Manager may, at any time in order to receive further information with respect to the ability of the employee to perform his job duties, request such employee to submit to a medical examination, either physical or mental, at the expense of the City.
- F. Refusal of any employee to submit to such a medical examination shall constitute insubordination and grounds for disciplinary action.
- G. Government Code Section 21163 provides in pertinent part that the retirement of a PERS member who has been granted or is entitled to leave, shall not become effective until the expiration of sick leave with compensation, unless the member applies for, or consents to, his or her retirement as of an earlier date, *or unless, with respect to sick leave, the provisions of a local ordinance or resolution or the rules or regulations of the employer provide to the contrary*. In this regard, it is acknowledged that with regard to non-industrial disability retirements, it is the rules and regulation of the City that no employee shall be entitled to use or receive cash distribution of sick leave on or after the effective date of said retirements and that any such retirement shall be effective regardless of the employee having sick leave remaining in the employee's account. Additionally, it is acknowledged that with regard to individuals suffering from an industrial disability and/or being granted an industrial disability retirement, that the following sick leave rules and regulations shall apply:
 - 1. In any instance where the local safety member has exhausted eligibility for benefits pursuant to Labor Code Section 4850, but is not eligible for disability retirement at said time yet remains incapacitated from performance of the essential duties of the employee's position, then the employee shall have the option of electing to receive their sick leave balance existing at the time of exhaustion of the Labor Code Section 4850 benefits in accordance with the sick leave cash-out schedule contained in this Article (if eligible based on hire date), with said amounts to be distributed during each payroll period until said 50 percent amount has been exhausted. In no case shall any such distribution during one pay period exceed the gross salary to which the employee would otherwise be entitled during said pay period.
 - 2. However, if said employee is eligible for an industrial disability retirement prior to exhaustion of benefits under Labor Code Section 4850 or simultaneous with the same, and still has sick leave remaining on account, then the retirement shall still become effective and the safety employee shall be provided a one-time cash distribution of the employee's sick leave balance as it existed on the effective date of the industrial disability retirement in accordance with the sick leave cash-out schedule contained in Section H of this Article 12 (as eligible based on hire date).

Further, said employee shall then be paid the cash value of accumulated vacation, holiday, and compensatory time off in one lump sum.

- H. Upon accumulation of 500 sick leave hours, an employee may elect to cash-out up to ninety-six (96) hours accumulated sick leave, as long as the employee's account contains at least 500 hours after the cash out. Any such cash-out shall be at 75% value (e.g., 96 hours cash-out = 72 hours pay). Requests for cash-out will be processed the first payroll date following December 1st of each year and shall be submitted in a manner prescribed by the City.
- I. Catastrophic Leave Bank. All regular employees covered by this MOU may be enrolled in the Catastrophic Leave Bank as described in Administrative Policy 30-10. Membership in the Catastrophic Leave Bank will be voluntary and require an annual sick leave contribution of 8 hours pursuant to the provisions of Administrative Policy No. 30-10.

ARTICLE 13 - BEREAVEMENT LEAVE

Each regular employee will be granted bereavement leave whenever death occurs to a member of the employee's immediate family. Bereavement leave may not exceed three shifts, 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 shifts. Bereavement leave must be used within two weeks of date of death and may be taken on non-consecutive days. Shifts of Bereavement Leave are to be charged to an account separate from the employee's sick leave account. The Police Chief may extend the timeframe to use bereavement leave in unusual circumstances (e.g., funeral services delayed beyond two weeks following date of death).

Immediate family, for the purpose of bereavement leave, shall include: spouse, registered domestic partner, father, father-in-law, step-father, mother, mother-in-law, step-mother, child, stepchild, son-in-law, daughter-in-law, grandparents, grandparents-in-law, grandchildren, brother, brother-in-law, step-brother, sister, sister-in-law, or step-sister of the employee.

ARTICLE 14 - 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 under State and Federal law.

ARTICLE 15 - JURY DUTY LEAVE

An employee who is required to serve as a trial juror, or is required to appear in court as a witness except as the litigant in the case, shall be allowed to be absent with pay, from assigned duties within the City, during the period of such service or while necessarily being present in court.

Under such circumstances, the employee shall receive regular salary while on such leave, provided that the employee remits to the City any payments or fees received as a witness, or as a juror, with the exception of travel pay, which may be retained by the employee.

The employee shall immediately advise the Department of receiving a court subpoena or governmental hearing order to serve as a witness. The employee shall be allowed leave with pay during the period of such service.

The employee shall advise the Department upon receiving a court order to appear for the initial examination as a prospective juror, or subsequently to serve as a juror. Should an employee volunteer for jury service (i.e. for the Grand Jury) and be selected to serve, leave with pay shall be subject to approval of the City Manager.

ARTICLE 16 - 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 System Rules and Regulations of the City of Monterey Park.

- A. Leave of Absence Without Pay - The City Manager may grant a regular employee a 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 the employee's own serious condition.

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 and 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 on a City provided personnel action request form and said form shall become a permanent part of the employee's personnel file.

- B. Maintenance of Insurance Benefits while on Leave of Absence Without Pay - It shall be the policy of the City that when an employee maintains employment status but is in a non-paid leave of absence, 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 except as required by law. If such an employee desires to maintain during an authorized non-paid leave of absence, any or all insurance benefits otherwise available to an employee, then said employee shall be required to deposit any and all insurance premium payments with the City 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 authorized leave of absence without pay. There shall be no additional notices of said obligation provided to the employee.

ARTICLE 17 - FMLA/CFRA COMPLIANCE

It is the stated intent and policy of the City that should any provision within a Memorandum of Understanding, these rules and regulations, or any other policies or procedures adopted by the City or any of its subdivisions be in violation of the California Family Rights Act and/or the Federal Family and Medical Leave Act, then such provision is null and void.

ARTICLE 18 - INDUSTRIAL INJURY AND ILLNESS LEAVE

- A. Except as modified herein, Industrial Injury and Illness Leave shall be governed by Personnel Rule XI, Section 4a, Industrial Injury and Illness Leave of the Personnel System Rules and Regulations of the City of Monterey Park and state law.
- B. An employee who is absent due to an Industrial Injury for an extended period of time will be considered to be on a Monday through Friday 0800 hours - 1700 hours schedule. The employee shall not be required to be at any specific location during this time period, however, must be available by cell phone.

ARTICLE 19 - MODIFIED DUTY

- A. Subject to the exceptions described below, modified duty shall be made available only to those individuals suffering from an industrial injury. Non-industrial disabilities related to pregnancy, shall result in the subject employee being eligible for modified duty subject only to the criteria of Section B and Section C, subsections 1-6 as described below.

B. It is the policy of the City to return work related injured or ill employees to work as quickly as is medically feasible. Every effort will be made to make "modified work" available to industrially injured employees who are not medically ready to return to full duties, but are able to perform light or modified duties without the likelihood of aggravating the injury. "Modified work" is defined as the performance of limited job tasks which do not encompass all of the essential duties for that particular job class or assignment to job tasks not typically performed by the employee but that provide productive work opportunities. "Modified duty" shall only be made available until the employee's condition becomes "permanent and stationary" or reaches maximum medical improvement under the prevailing workers' compensation statute and in no case shall extend beyond the statutory benefit period afforded under Labor Code Section 4850 for safety personnel. "Modified duty" shall not be considered a reasonable accommodation since the essential duties for the job are not taken into consideration.

C. Modified duty may be allowed only if all of the following conditions are met:

1. The Chief of Police determines that he/she has productive work available, which is within the work restrictions imposed by the qualified medical specialist. Any such decision by the Chief of Police shall not be subject to administrative or court challenge.
2. The Risk Manager concurs that such work will not impose an unacceptable level of risk to the City or the employee; and
3. The City Manager concurs that the modified work assignment of the named employee is in the best interests of the City.
4. The determination of availability of a modified work assignment shall be made on a case-by-case basis and at the sole discretion of the City.
5. No modified duty assignment shall be made prior to conditions 1-3 being met;
6. There shall be no appeal of any decision which results in no assignment of modified duty being made.

D. Non-Industrial Modified Duty

1. In addition to the above, non-industrial modified duty may be assigned when the following additional criteria are met (pregnancy disability not subject to the restrictions described below):
 - a. Employee meets all the criteria as stated in Section C of this article.
 - b. Employee receives a medical release from the designated City doctor that modified duties may be performed.

- c. The prognosis is for the injury/illness to exceed 2 weeks (14 days).
- d. The employee is released to work at least half of a full shift (either 5/8 or 4/10 schedule).
- e. The employee's schedule is to be determined at the sole discretion of the Chief of Police. The Chief's determination shall not be subject to any administrative or court challenge.
- f. Modified duty is intended to be temporary and therefore modified duty for non-industrial injury/illness shall not exceed 30 calendar days. With a physician's note that indicates medical improvement but continued work restrictions, the Police Chief may agree to extend the modified duty for an additional thirty (30) day period.
- g. An individual on non-industrial modified duty may be assigned to any Division of the Police Department or any Department of the City.
- h. No more than one individual may be assigned non-industrial modified duty at any one time unless it is determined at the sole discretion of the Chief of Police that sufficient work exists to accommodate more than one individual. The Chief's determination shall not be subject to any administrative or court challenge.
- i. No individual may be assigned, or continue to be assigned, non-industrial modified duty if there is any Officer assigned modified duty for an industrial injury unless it is determined at the sole discretion of the Chief of Police that sufficient work exists to accommodate more than one individual. The Chief's determination shall not be subject to any administrative or court challenge.
- j. At all times, industrially injured individuals shall have precedence for modified duty assignments over non-industrial injured individuals.

ARTICLE 20 - UNIFORM ALLOWANCE

- A. The uniform allowance shall be seven hundred twenty-five dollars (\$725) per year and the City shall continue its credit/retail account program with a retail outlet to be determined by the City, in lieu of cash payment of the uniform allowance.

In addition, the following shall apply:

- 1. Employees may choose to receive cash payment for the uniform allowance each fiscal year. Requests to receive the cash payment shall be submitted no later than the first paycheck of June for the following fiscal year cash option.

2. Employees who do not elect to receive a cash payment and who do not use the full \$725 allowance with the retail outlet will receive any remaining balance as cash payment for uniform maintenance or other uniform related costs.

The parties agree that this shall be reported as reportable special compensation to CalPERS for "classic members", to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(5). All uniform allowance cash payments will be reported on the employee's W-2 form under "Other Compensation" to meet Internal Revenue Service requirements.

- B. The number of retail outlets utilized for the credit/retail account program will not exceed four locations. The selection of the outlets is to be determined by the City, after consultation with the Association.

Unit members have the option of purchasing their equipment from vendors other than the city approved vendor/retail outlet, as long as the equipment meets departmental specifications. Subject to the amount listed above, a member will be eligible for reimbursement upon bringing in the receipt, showing the detail of the purchased equipment to their supervisor, for approval prior to usage. All equipment and uniforms must meet departmental standards and specifications to be eligible for reimbursement.

The City purchases and issues bullet resistant vests to each unit member and follows the replacement schedule identified by the manufacturer. Employees who believe that their vest is damaged, defective, or deemed unsuitable due to wear and tear should notify the department so that the vest can be evaluated for replacement eligibility.

ARTICLE 21 - HEALTH INSURANCE

A. Medical Insurance (Active Employees)

Employees will receive insurance coverage through CalPERS under the California Public Employees' Medical and Hospital Care Act (PEMHCA). The City's contribution toward medical insurance under PEMHCA will be the minimum employer contribution (MEC) required by PEMHCA (in 2019 the MEC is \$136/month).

B. Retiree Medical Insurance

1. Employees Hired On or After January 1, 2016

Employees, who are hired into City service on or after January 1, 2016 and retire from the City, will be eligible for medical insurance provided by PEMHCA and the City will contribute the minimum employer contribution (MEC) as required under PEMHCA. For 2019, this amount is \$136 per month. PEMHCA determines the amount annually and therefore, this is subject to change.

2. Retiree and Employees Hired Prior to January 1, 2016

Current retirees and employees who were hired on or before December 31, 2015 will be eligible for medical insurance provided by PEMHCA and when enrolled in PEMHCA, receive a City contribution equal to the MEC under PEMHCA. The City shall also make a monthly contribution to a retiree Health Reimbursement Account (HRA) for the difference between the MEC and the contribution amount set forth below (subject to the actual premium of the PEMHCA plan):

- a. If the employee retired from City employment with less than 20 years of City service, and remains enrolled in PEMHCA in retirement he/she will receive up to \$485/month (includes the MEC) toward the purchase of medical insurance under PEMHCA for retiree and all eligible dependents.
- b. If the employee retired from City employment with 20 or more years of City service, and remains enrolled in PEMHCA in retirement he/she will receive up to \$650/month toward the purchase of medical insurance under PEMHCA for retiree and all eligible dependents.
- c. Medicare

Retirees must comply with the Medicare enrollment requirements set forth by PEMHCA and the City's health plan program.

If a retiree does not qualify for Medicare and has submitted the requisite proof to CalPERS, the retiree may remain on a CalPERS basic plan until the retiree later qualifies for Medicare Part A at no cost.

C. Dental Insurance

The City will contribute up to ninety-five (\$95) dollars per month toward the premium for eligible employees and all eligible dependents. The employee will pay any and all premiums due in excess of the City's contribution under the City's Cafeteria Plan (Section 125).

D. Vision Insurance Plan

The City shall provide a vision insurance plan. The City will contribute up to twenty (\$20) dollars per month for the employee and eligible dependents. The employee will pay any and all premiums due in excess of the City contribution under the City's Cafeteria Plan. The plan design shall be: Examination every 12 months; Frames and Lenses every 24 months. Deductible shall be \$10.00/exam; \$20.00/frame and lenses.

E. Section 125 Cafeteria Plan

1. The City agrees to maintain a premium conversion plan for all active unit members to provide for the pre-tax deduction of the employee's share of premiums toward medical coverage, and when applicable, the employee's share of premiums toward

the dental plan as well as any premium payment for CalPERS Long Term Care which the employee may elect to participate in an pay through payroll deduction.

2. The City's contribution under the Section 125 Cafeteria plan for active employees shall be up to one thousand two hundred and fifty dollars (\$1,250) per month for employees electing to enroll in a medical plan in PEMHCA. The City's contribution will include the PEMHCA MEC (\$136 per month for 2019) toward the medical plan and the balance may be used for other eligible expenses. Eligible expenses include: (1) medical insurance premiums, (2) dental insurance premium, (3) disability insurance premium, (4) vision insurance premium, and cash (as set forth below). Employees will be responsible for paying the amount of the total insurance premium that exceeds the City's contribution via the Cafeteria Plan (IRC Section 125 Plan).
3. For employees who elect to waive medical insurance from the City (opt out), the City will pay \$300/month in cash to the employee. In order to receive the opt-out incentive, the employee must certify to the Affordable Care Act requirements for an "Eligible Opt Out Arrangement".
4. Specific details of this cafeteria plan will be contained in a plan document available for review by employees at the City's Human Resources Department.

F. **AFFORDABLE CARE ACT REOPENER**

The City may reopen negotiations at any time during the term of the MOU to meet and confer over impacts of the Affordable Care Act.

ARTICLE 22 – RETIREE HEALTHCARE TRUST

- A. Effective July 1, 2020, the City has agreed to contribute one-hundred dollars (\$100) per month to full-time Unit employees toward a Retiree Healthcare Trust (RHT). The contributions will be made for each complete calendar month that the employee is employed by the City.
- B. Representatives of the City and the Association shall work together for the implementation of the RHT on July 1, 2020.

**ARTICLE 23 - MEDICAL & DEPENDENT CARE FLEXIBLE SPENDING
ARRANGEMENT**

The City will offer a voluntary medical and dependent care flexible spending accounts to employees. The City will pay the administrative fee for the plans and the employee will be responsible for individual account fees.

ARTICLE 24 - LIFE INSURANCE PLANS

- A. Life Insurance –The City shall provide each employee covered under this Agreement a term life insurance policy in the amount of \$100,000.
- B. Supplemental Life Insurance may be purchased by each employee in \$10,000 increments with a maximum face value of \$300,000, or three times (3X) the individual’s gross salary, whichever is less. Any premium cost for supplemental insurance shall be borne by the employee.

ARTICLE 25 - EDUCATIONAL INCENTIVE PAY

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

- A. \$ 175.00 additional compensation per month for an employee who possess an intermediate or higher POST Certificate and who does not otherwise qualify for the educational incentive pay as provided for in this article and \$ 250.00 additional compensation per month for an Advanced POST Certificate for an employee who does not otherwise qualify for the educational incentive pay as provided for in this article. In no case shall the total additional monthly compensation under this section A of Article 25 exceed \$ 250.00 per month.
- B. \$135.00 additional compensation per month for an employee with an Associate of Arts degree or 60 units of college credit from an academic institution accredited by the Western Association of Schools and Colleges or an accrediting organization recognized by the Council of Post Secondary Education in any major.
- C. \$275.00 additional compensation per month for an employee with a Bachelor's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.
- D. \$325.00 additional compensation per month for an employee with a Master's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.
- E. The above amounts shall not be cumulative. If an employee possesses any combination of both 60 units of college credit/Associates/Bachelor’s/Master’s Degree and an Intermediate/Advanced POST Certificate, they will be compensated an additional \$150 per month. In no case shall the total additional monthly compensation under Article 25 exceed \$475 per month.

The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(2) – Educational Incentive Pay.

ARTICLE 26 - EDUCATIONAL ENROLLMENT COST REIMBURSEMENT

Educational costs shall be limited to two thousand dollars (\$2,000) annually per unit member for eligible reimbursement expenses as defined within this Article. The City agrees to reimburse

employees for the cost of enrolling in college-level courses in an academic institution accredited by the Western Association of Schools and Colleges or an accrediting organization recognized by the Council of Post Secondary Education directly related to their employment, or compatible with a career goal with the City. Enrollment cost reimbursement is subject to approval by both the Chief of Police and the Director of Human Resources and Risk Management. In rendering a reimbursement determination, the Chief of Police and the Director of Human Resources and Risk Management shall consider whether or not the course(s) for which the reimbursement is sought is related to the employee's then existing principal duties and the availability of funds for reimbursement purposes. No employee shall be entitled to reimbursement unless pre-course enrollment written authorization for reimbursement is received from the Chief of Police and the 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 Chief of Police and the Director of Human Resources and Risk Management shall be final.

Enrollment cost reimbursement will be paid according to the following schedule:

1. If tuition or fees are equal to or less than current California State University at Los Angeles fees, the City will pay 100% of the tuition fees.
2. If tuition or fees exceed California State University at Los Angeles fees, the City will pay an amount equal to 100% of the California State University at Los Angeles fees.

An employee will be reimbursed up to seventy-five dollars (\$75.00) for books each semester or equivalent if he/she is enrolled in six (6) or less units; an employee will be reimbursed up to two hundred dollars (\$200.00) for books each semester or equivalent, providing he/she is enrolled in seven (7) or more units. Reimbursement shall only be for books required for the course. All requests for reimbursement shall be accompanied by valid receipts.

ARTICLE 27 - BILINGUAL PAY

The City shall pay one hundred fifty dollars (\$150) per month to each employee, who is capable of speaking and interpreting a foreign language as deemed useful by the City.

The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) – Bilingual Premium.

ARTICLE 28 - SALARIES AND WAGES

Effective the beginning of the pay period following the Council's approval of this MOU, members of this unit will each receive a one-time cash payment of one-thousand dollars (\$1,000).

Effective upon the Council's approval of this MOU, the salary range for Police Officer and Police Corporal will be increased by 1% retroactive to the pay period starting December 29, 2018.

Effective the beginning of the pay period following the 2018-19 CalPERS contract amendment approval and members pick up an additional 3% retirement contribution as cost sharing, the salary range for Police Officer and Police Corporal will be increased by 3%.

Effective the beginning of the pay period following January 1, 2020, the salary range for Police Officer and Police Corporal will be increased by 2%.

Effective the beginning of the pay period following April 1, 2020, the salary range for Police Corporal will be increased by 1.2%.

Effective the beginning of the pay period following January 1, 2021, the salary range for Police Officer and Police Corporal will be increased by 2.5%.

Effective the beginning of the pay period following January 1, 2022, the salary range for Police Officer and Police Corporal will be increased by 3%.

Salary ranges for Police Officer and Police Corporal are listed in Addendum A.

Longevity: The City will provide a monthly longevity payment of one-hundred dollars (\$100) per month upon completion of twenty (20) years of continuous service. The longevity payment will increase to three-hundred fifty dollars (\$350) per month upon completion of twenty-five (25) years of continuous service.

The parties agree that that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(1).

ARTICLE 29 - SENIORITY

Time which has been spent in a position designated by the Department as an "acting position" does not qualify as seniority for time served within the acting position rank as credit for completion of a probationary period for the acting rank, or as credit for time in rank for merit pay step increases.

Seniority of officers shall be determined by rank (Officer or Corporal) and further, by the length of service in the rank. If the date of appointment to that rank is the same for two officers, the one occupying the higher position on the eligibility list shall be considered the senior officer.

When an employee is transferred to a special assignment, seniority will be based by rank and, further, by the length of service in that rank. If the date of appointment to that rank is the same for two employees, the one occupying the higher position on the eligibility list shall be considered to have seniority.

Patrol assignments [e.g. beat assignments, vehicle assignments, meal breaks (Code 7s)] shall be determined by seniority unless there is a Department necessity relating to field training (e.g. trainee needs training in a particular beat) or the need for specific experience. Under normal circumstances, seniority shall not be disregarded based on specific experience, rather, it is intended to allow the Department to utilize special assignments in a particular beat due to identifiable crime trends.

ARTICLE 30 - RETIREMENT

- A. Retirement Benefits - Retirement Benefits as provided in contract, dated November 1, 1952, with the Public Employees' Retirement System and as follows:

1. Effective June 24, 1989, "Single Highest Year" option;
2. Effective March 20, 1976, "Post Retirement Survivor" option;
3. Effective May 8, 1999, "1959 Survivor's Benefit" - Level 4;
4. Effective August 18, 2001, "3% @ 55" formula Retirement Plan.
5. Effective November 1, 2003, Military Service Credit as Public Service

- B. Classic Employees:

Employee Paid Retirement Contribution: Classic employees currently pay the nine percent (9%) member contribution. Effective the payroll period following the 2018-19 CalPERS contract amendment approval, Employees shall also pay an additional three percent (3%) retirement contribution as cost sharing pursuant to Government Code section 20516(a). In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction.

PEPRA Employees:

Employee Paid Retirement Contribution: "PEPRA" employees pay 50% of normal costs, which is currently 11.5%. Effective the payroll period following the 2018-19 CalPERS contract amendment approval, such employees shall pay the higher of twelve percent (12%) or the rate which CalPERS informs the City (each year) that new members are required to pay for their employee retirement contribution. If the rate established by CalPERS (each year) is below twelve percent (12%), the remaining contribution up to twelve percent (12%) is made per Government Code section 20516(a). In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction.

Cost-Sharing

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

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

- C. Employees who are classic members have the retirement formula that existed with the City on December 31, 2012, 3%@55 with single highest year for final compensation. (Tier 1)

- D. Employees who are ‘New Members’ as defined by the California Public Employees’ Pension Reform Act of 2013 (PEPRA) (e.g., an employee hired on or after 1/1/2013 who has never been a CalPERS member or member of a reciprocal system, or who has had a break in CalPERS service of at least 6 months or more) will constitute a second tier and be subject to all the applicable PEPRA provisions, which include but are not limited to the following retirement benefits:

Tier 2: “New Members’ will have the retirement formula 2.7%@57, and the three year average, final compensation.

ARTICLE 31 - MEDICAL EXAMINATION

A medical examination of any employee may be required by the City when job related and consistent with business necessity to ensure the employee is free from any physical, emotional, or mental condition that might adversely affect the exercise of the powers of a peace officer as permitted by Government Code 1031(f). The exam and will be administered by a medical doctor selected by the City. The City agrees to pay the full cost of the medical examination.

ARTICLE 32 – 401(a) PLAN & 457(b) DEFERRED COMPENSATION PLAN

A. 401(A) PLAN

The City will amend the 401(a) plan to permit employer contribution on behalf of unit members. The plan amendment will be effective July 1, 2021. [Effective July 1, 2021, the employer contribution will be 1% of regular pay on a monthly basis, but under no circumstances shall exceed the contribution limitations of Internal Revenue Code section 401(a) and related regulations and guidance.]

B. DEFERRED COMPENSATION PLAN (457(B))

The City of Monterey Park 457(b) Deferred Compensation Plan allows employees to defer compensation within the limits of Internal Revenue Code 457(b) for the applicable plan year.

The City of Monterey Park 457(b) Deferred Compensation Plan also allows employees nearing retirement the opportunity to make special catch up deferrals up to the lesser of: (a) two times the applicable dollar amount of the plan ceiling for the current year; or (b) the unused amount of the plan ceilings from prior years PLUS the ceiling for the current plan year. These contributions are known as “Special Catch Up” contributions.

Employees must meet the eligibility criteria in the City’s 457(b) Plan, Internal Revenue Code 457(b) provisions, and related regulations and applicable guidance, in order to be eligible to make a Special Catch Up contribution.

The intent of this section is to facilitate association members in the final three (3) years prior to their stated retirement year in converting the hourly rate of accrued

compensable leave to monies into their contribution to the City's deferred compensation plan.

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

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

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

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

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

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

ARTICLE 33 - EMPLOYEE SAFETY COMMITTEE

A committee of three POA members is to be established. One of the three members will be the Association President, or the Association Vice President. This Committee will meet with appropriate Departments and City officials in matters related to on-duty safety.

Blood borne and Airborne pathogen exposure control training shall be provided to appropriate unit employees and required immunizations will be provided to employees as required at City cost.

ARTICLE 34 – DURATION OF SPECIAL ASSIGNMENTS AND SPECIAL ASSIGNMENT PAY

- A. Special assignments shall consist of Motors, Detectives, Community Relations Officer, Problem Oriented Policing Officer, Field Training Officer, Personnel Officer, Administrative

Training Officer, Canine Handler, Mental Evaluation Team (MET) Officer, and Range Master (only one individual).

- B. The term of any one (1) particular special assignment shall be for a period of forty-eight (48) consecutive months from the date of placement in the particular special assignment, with the employee having the option to elect an additional twelve (12) month period of service in the special assignment, resulting in sixty (60) consecutive months of placement within a special assignment. The employee shall notify the Office of the Chief of Police in writing not later than the end of the forty-fifth (45th) consecutive month of special assignment service, as to whether or not the employee elects an additional twelve (12) month period of service. (Canine Handler shall be considered a special assignment, however, the set term of such assignment shall be determined at the commencement of the assignment to constitute the service life duration of the assigned canine, multiplied by two (2), but in no event less than nine years. For example, if the service life of a canine is sixty (60) months, the term of assignment for a canine handler shall be one hundred twenty (120) consecutive months. The above-described option to elect an additional twelve (12) months of special assignment shall not be applicable to the Canine Handler.
1. At the conclusion of the initial forty-eight (48) month, or the extended sixty (60) month term, the Chief of Police may, at his/her sole discretion, extend the term of an employee's special assignment up to an additional six (6) months if the Chief of Police determines it is in the best interests of the Department to do so because of the employee's involvement in a particular project, investigation or other matter is required. After the additional term of six (6) months has been concluded, the Chief of Police will request interest memos from all qualified employees. If no qualified employee submits an interest memo for the position, the Chief of Police may at his discretion grant an additional extension of six (6) months. This process may be continued every six (6) months until a qualified employee submits an interest memo for the position. Any extension of a special assignment following the completion of sixty (60) months, will count as part of the one year waiting period eligibility requirement for a new special assignment. Should the Police Chief seek an alternative method to handle the extension of assignments, he/she will meet and confer with POA prior to implementation of the new process.
- C. Affected employees who have been placed in a special assignment prior to February 13, 2006 shall not be subject to the forty-eight/sixty (48/60) special assignment limitation set forth herein.
- D. Any affected employee performing in a specialty assignment may submit a written request to the Chief of Police, proposing that the employee be assigned out of the special assignment. The decision of the Chief of Police as to whether or not such request shall be granted and if so, when the reassignment shall be effective, lies in the sole discretion of the Chief of Police, whose determination shall not be subject to administrative or civil challenge or appeal. However, any such request shall be honored and the employee transferred within sixty (60) calendar days of the request being submitted. An additional thirty (30) day extension is permitted if required for departmental needs.

- E. At the conclusion of the above-described term of specialty assignment, or upon being granted exit from said assignment during its term, the affected employee shall be eligible to apply for a different specialty assignment, but shall be ineligible to be appointed to the same specialty assignment which term has just been completed, or from which the employee has exited during the term, for a period of twelve (12) months from the last date of service in the specialty assignment.
- F. Reassignment in a specialty position of the same or different type than that in which the affected employee has previously performed services, shall be subject to all applicable policies, practices and procedures utilized by the Chief of Police for selection of participants in specialty assignments.
- G. All affected employees participating in a special assignment, shall be subject to the removal/appeal policies and procedures set forth below in subsection H.
- H. 1. Appeal procedures for employees removed from specialty assignments after twelve months or more of receiving the assignment:

A California Court of Appeal case has recently held that in many circumstances, reassignment from a special assignment as described above and loss of bonus compensation, can be implemented only upon the Department stating cause for the reassignment, and with the Officer then having a right to contest the reassignment through all available administrative appeal procedures. In this case, said procedures may include access to a trial-type evidentiary hearing before a hearing officer pursuant to Article 7 of the MOU. (The City does not acknowledge that said court ruling is controlling, yet it does form the basis for the compromise described in this Article.). However, the following limitation shall apply to administrative appeals conducted pursuant to Article 7 of the MOU and which regard reassignment from a special assignment as that term is used in this Article:

Each party to the Article 7 administrative appeals before a hearing officer shall be limited to a maximum of eight (8) hours of presentation time during conduct of an administrative appeal pursuant to MOU Article 7 (C)(4) Level IV Administrative Hearing. For purposes of time-limit computation only, the Association and any one (1) employee, as well as any other entity that may properly be appearing on behalf of or with an interest similar to the POA or employee, shall be jointly deemed to be the same one party for computing the time limitation on presentations. Accordingly, the time limitation shall not be multiplied by the number of individuals or entities appearing, on behalf of, or with an interest similar to, the individual employee who has been reassigned.

"Presentation Time" against which shall be charged the eight (8) hour presentation time limitation, shall include oral opening statement and oral closing argument, direct/redirect examination of witnesses, rebuttal and sur-rebuttal witness testimony,

demonstrations and site inspections (excluding travel time to and from the site). Cross examination shall not be counted as part of the "Presentation Time."

The hearing officer shall record and maintain account of all such hours by means of a timekeeping device suitable to the task. Absent stipulation by the parties to extend the eight (8) hour limitation, the hearing officer shall have no authority to extend said limitation.

2. Appeal procedures for employees removed from specialty assignments in less than twelve (<12) months of receiving the assignment:

The following administrative appeal process is established pursuant to Government Code § 3304.5. It shall supplement, though not replace, the disciplinary appeal processes established in other provisions of the Memorandum of Understanding ("MOU") between the City of Monterey Park and the Monterey Park Police Officers' Association.

This procedure shall not apply to disciplinary actions for which officers already are entitled to receive an appeal hearing pursuant to either Article 7 or 34 of the Memorandum of Understanding. It shall only apply to punitive actions, as that term is defined by Government Code § 3303, for which officers do not already receive an appeal hearing under either Article 7 or 34 of the Memorandum of Understanding. MOU ARTICLE 7 GRIEVANCE PROCEDURE applies to disciplinary action "as defined by City Personnel Rules and Regulations." Personnel Rule XV(1) defines disciplinary actions as being limited to suspensions without pay, reduction in class position or dismissal. Thus, this particular procedure shall only apply to the removal of employees from their specialized assignment within the first twelve (12) months of receiving such an assignment.

A. Right to Administrative Appeal

1. Any public safety officer (as defined by Government Code § 3301) who is subjected to punitive action (as defined by Government Code § 3303) other than dismissal, demotion (reduction in class position) or suspension is entitled to an administrative appeal pursuant to this procedure. An officer shall be entitled to appeal an action upon receiving written notification of such action.
2. Officers subjected to dismissal, demotion, or suspension shall continue to be entitled to an appeal in accordance with existing procedures set forth in other provisions of the Memorandum of Understanding.
3. Each Party shall bear their own costs incurred under this procedure.

B. Notice of Appeal

1. Within ten (10) calendar days of receipt by an officer of written notification of punitive action, the officer shall notify the Chief of Police in writing of the officer's intent to appeal the punitive action.
2. The notice of appeal shall specify the action being appealed and the substantive grounds for the appeal.
3. Failure to timely serve written notification of an appeal shall result in waiver of any right to appeal.

C. Hearing Officer

The City Manager or designee shall act as the hearing officer. The determination of the City Manager or designee shall be administratively final and binding.

D. Burden of Proof

The City shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the punitive action and the burden of proving that the punitive action was reasonable under the circumstances.

E. Conduct of Hearing

1. For the purposes of this specific hearing regarding the proposed removal of an officer within the first 12 months of a specialized assignment the provisions of Government Code § 11513 shall apply to the hearing. The City understands that an employee cannot be compelled to testify even if the employee does not testify in the presentation of his/her case.
2. Following the presentation of evidence, if any, the parties may present verbal closing arguments and/or in the sole discretion of the hearing officer, written closing arguments, as well.

F. Record of Hearing

1. The hearing shall be audio recorded. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

G. Representation

The officer may be represented by a representative of his or her choice at all stages of the proceedings. The appointing authority shall also be entitled to representation at all stages of the proceedings.

H. Decision

1. The City Manager or designee shall serve the parties with written notice of his/her decision within thirty (30) calendar days of submission of the case by the parties.
2. The decision shall be served by first class mail upon the appointing authority and the officer as well as his/her attorney or representative. The decision shall advise the officer that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094.6.
3. If applicable, the decision to return the employee to his/her specialized assignment shall include back pay.

- I. The City agrees to pay two hundred dollars (\$200.00) per month special assignment pay for employees regularly assigned to the positions of Motor Officers, Detectives, Canine Officer/Handler, Community Relations Officers, Problem Oriented Policing (POP) Officer, Field Training Officer, Personnel Officer, Administrative Training Officer, Mental Evaluation Team (MET) Officer, Range Master (only one individual).

In no case shall any individual be eligible to receive multiple special assignment pay provisions.

The parties agree that for the assignments of Motor Officer, Detective, Canine Officer/Handler, Field Training Officer, Personnel Officer (Police Administrative Officer), Administrative Training Officer, Range Master and Police Liaison (assigned to Community Relations, POP or MET) this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4).

- J. Canine Pay - Employees who are assigned to Canine Officer duties are entitled to compensation for the hours spent with their canine feeding, grooming, caring, and training with the dog as well as cleaning their canine vehicle. The parties acknowledge that the Fair Labor Standards Act which governs the entitlement to compensation for canine duties entitles parties to agree to a reasonable number of hours per month for the performance of canine duties. The Fair Labor Standards Act also allows the parties to agree on appropriate compensation for the performance of canine duties. It is the intent of the parties through the provisions of this article, to fully comply with the requirements of the Fair Labor Standards Act. In addition, both parties believe that the following agreement does comply with the requirements of the Fair Labor Standards Act.

In negotiating this MOU, the City requested that the Association conduct an actual inquiry of the hours which employees assigned to Canine duties perform each month to ensure compliance with the FLSA and in particular the case of *Leever v. City of Carson City* (9th Cir. 2004). The Association advised the City that the inquiry revealed that the hours to

which the parties have agreed – (three hours per week) accurately describes the time such employees are performing such duties each week. A sworn unit member assigned to canine duty will receive additional compensation of \$200.00 per month in addition to his or her base salary. This amount recognizes that the time spent in the care (including feeding, caring and grooming), maintenance and training of his or her assigned dog as well as the cleaning of his or her assigned vehicle shall be considered hours worked payable at the rate of \$15.39 per hour. It is understood that unit members normally spend three (3) hours per week performing such work. A unit member who is required to perform extraordinary off-duty canine care, such as a veterinary emergency or other rare occurrence which is not a part of the member's customary care, maintenance or training of the dog or cleaning of the canine vehicle shall submit a written request to the Chief of Police or assigned designee for additional compensation for the hours spent performing such work. Any additional compensation shall be at the employee's regular rate of pay.

K. Only those employees, who apply for, test and are designated as FTO's shall be assigned to train employees in patrol. The City agrees to pay two hundred dollars (\$200.00) per month to individuals selected as a Field Training Officer (FTO). The decision to select a member as a "full-time" FTO after the testing process will be at the sole discretion of the Chief of Police. However, the minimum number of "full-time" FTOs shall be five (5).

- a. For those individuals not receiving FTO premium pay under the provision of this Article 34 (K), if within the twenty-eight (28) day work period, because of the unavailability of a compensated FTO, an individual is qualified as an alternate FTO and acts as an FTO for a total of twenty-four to forty-eight hours, then said individual shall be paid Fifty Dollars (\$50.00). If the individual works as an alternate FTO for more than forty-eight hours in the twenty-eight (28) day work period, then the individual shall receive One Hundred Dollar (\$100.00). With the exception of Traffic Bureau training, which will be eligible for alternate FTO compensation, nothing herein shall be interpreted to provide for any FTO compensation for training that occurs as part of a trainee being rotated through the Communications Bureau, Community Relations Bureau, Jail, Detective Bureau, or K9 program as part of the normal training cycle.
- b. A "full-time" Field Training Officer (FTO) assignment shall be four (4) years. Any current "full-time" FTO who has been in the assignment for more than four (4) years upon the City Council's ratification of this MOU may submit a memo within thirty (30) days requesting to retest for an additional four (4) year assignment. Any "full-time" FTO that currently has been in the assignment less than four (4) years will be subject to this section four (4) years from the date he/she began as a "full-time" FTO. There is no limit on the number of times an employee can be selected as an FTO; thus an FTO can reapply for the FTO position at the end of every four (4) year term. Any FTO wishing to be removed from the program may submit a memo to the Chief of Police as described in Article 34(D).

- L. Employees holding the rank of Police Officer who are assigned duties supervising other sworn personnel shall be compensated \$50 a day extra for no more than \$200 in a twenty-eight day (28) scheduling period.

ARTICLE 35 – PROBATIONARY PERIOD

All original and promotional appointments to the competitive service shall be tentative and subject to the following probationary periods: eighteen months for appointment to the position of Sworn Police Officer, twelve months for promotional and lateral appointments to the positions of Police Corporal.

ARTICLE 36 - PERFORMANCE EVALUATIONS

If an employee is on an extended leave for more than sixty (60) consecutive days in a performance evaluation period, the City may change the annual performance evaluation date for an employee. Beginning on the sixty-first date of leave, an employee's performance evaluation date may be adjusted by one day for each day the employee remains on leave. For employees eligible for a step increase, the effective date of the step increase is adjusted to coincide with the modified performance evaluation date. This change only affects the date of the performance evaluation.

Performance evaluations shall be completed by a supervisor who directly supervised the employee during the specific rating period. The evaluation shall be completed on the basis of observation and/or knowledge of the employee's work performance. Comments or information included in the evaluation that are based on observations and/or information gathered from other supervisory personnel shall be attributed to the employee who provided the comments.

No step raises, or other performance-based compensation, shall be delayed by more than sixty (60) calendar days due to the City failing to evaluate the affected employee's performance in a timely manner. However, if an employee who is due a performance evaluation that includes a possible merit increase, does not receive their performance evaluation within sixty (60) calendar days after the date of their annual evaluation date, the merit increase shall process retroactive to the date of the employee's anniversary date for merit increase consideration. The employee is to notify their supervisor and Human Resources at the time the sixty (60) calendar days have been exceeded. A personnel action form will be completed and the merit increase shall be made retroactive to the employee's anniversary date.

ARTICLE 37 - WRITTEN NOTICES TO POA

Reasonable written notice will be given to the POA of any rule, ordinance, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council. In cases where the City determines that as a result of an emergency, an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meetings with POA, the

City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

The POA shall be deemed to have met and conferred and agreed to any matter if within thirty days after mailing of the notice by the City regarding said matter, the employee organization fails to deliver to the City Manager a written request for a meeting.

ARTICLE 38 - GENERAL PROVISIONS

- A. This MOU shall not in any way interfere with the obligation of the parties hereto to comply with the State and Federal laws, or with any rule, regulation, or order issued by such government authority pertaining to matters covered herein. If any provision, or provisions, of this MOU shall 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 MOU shall not be otherwise affected thereby.
- B. 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 POA or based on any protected class.
- C. The parties hereto agree that this MOU cannot be modified, changed, and/or canceled in any way except by mutual consent of said parties in writing, as set forth in this Article 38.
- D. Nothing contained in the MOU shall act as a waiver of any rights an individual may have under the workers' compensation law.
- E. Side Letter & MOU Amendments
 - 1. The Parties acknowledge that the provisions of the MOU require a close degree of cooperation and that new information and future events may demonstrate that changes are appropriate with respect to the details of performance of the Parties under this MOU. The Parties desire, therefore, to retain a certain degree of flexibility with respect to the details of performance for those items covered in general terms under this MOU. If and when, from time to time, the Parties find that refinements or adjustments are desirable, such refinements or adjustments will be accomplished through Side Letter or implementation memoranda approved by the Parties which, after execution, will be attached to this MOU as addenda and become a part hereof.
 - 2. Side Letter or implementation memoranda may be executed on behalf of City by the City Manager and the City Attorney. In the event a particular subject requires notice or hearing, such notice or hearing will be appropriately given. Any significant modification to the terms of performance under this MOU will be processed as an amendment of this MOU in accordance with this MOU and must be approved by City Council.

ARTICLE 39 - SUBSTANCE ABUSE POLICY

The parties have met and conferred in good faith and reached agreement upon modifications to the City Administrative Policy No. 30-10, as regards GUIDELINES FOR CONSUMPTION OF ALCOHOL AND ILLEGAL OR CONTROLLED SUBSTANCES.

ARTICLE 40 - TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be in effect for an initial term commencing July 1, 2018 and ending June 30, 2022 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.

This MOU 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 ninety (90) calendar days prior to the termination date. If no notice is given in accordance with the terms of this Article, the MOU shall automatically renew for an additional year without any change whatsoever.

ARTICLE 41 - CITY COUNCIL APPROVAL

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

IN WITNESS HEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this

MONTEREY PARK POLICE OFFICERS'
ASSOCIATION

CITY OF MONTEREY PARK

By _____
Troy Grant, President
Monterey Park
Police Officers' Association

By _____
Ron Bow
City Manager

By _____
Lee Norris, Vice President
Monterey Park
Police Officers' Association

By _____
Thomas Cody, Director
Human Resources & Risk Management

ADDENDUM A

**CITY OF MONTEREY PARK
CLASSIFICATION AND BASE SALARY LIST
POLICE OFFICERS' ASSOCIATION MOU**

<u>CLASSIFICATION RANGE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	
Police Officer	1	6195	6506	6831	7172	7531
Police Corporal	2	6601	6931	7278	7641	8024

**Effective upon Council's approval of this MOU retroactive to the pay period
starting December 29, 2018 (1%):**

<u>CLASSIFICATION RANGE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	
Police Officer	1	6257	6571	6899	7244	7606
Police Corporal	2	6667	7000	7351	7717	8104

**Effective the beginning of the pay period following the 2018-19 CalPERS contract
amendment approval (3%):**

<u>CLASSIFICATION RANGE</u>		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Police Officer	1	6445	6768	7106	7461	7834
Police Corporal	2	6867	7210	7571	7949	8347

Effective the beginning of the pay period following January 1, 2020 (2%):

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Police Officer	1	6574	6904	7248	7610	7991
Police Corporal	2	7004	7355	7723	8108	8514

Effective the beginning of the pay period following April 1, 2020 (1.2%):

Police Corporal	2	7088	7443	7815	8205	8616
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Effective the beginning of the pay period following January 1, 2021 (2 1/2%):

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Police Officer	1	6738	7076	7430	7801	8191
Police Corporal	2	7266	7629	8011	8410	8832

Effective the beginning of the pay period following January 1, 2022 (3%):

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Police Officer	1	6940	7288	7653	8035	8437
Police Corporal	2	7484	7858	8251	8663	9097

ATTACHMENT 3

POA 2018-2022 4-Year MOU Costs

4-Year POA MOU Costs

Item	FY 2018/19 Financial Impact	FY 2019/20 Fiscal Impact	FY 2020/21 Fiscal Impact	FY 2021/22 Fiscal Impact	Totals
1. Salary Increase 1/1/19 – 4% 1/1/20 – 2% 4/1/20 – 1.2% Corp. (14) 1/1/21 – 2.5% 1/1/22 – 3%	\$143,672	\$384,891	\$592,766	\$875,815	\$1,997,144
2. Employee pay 3% PERS	-\$77,366	-\$156,400	-\$159,890	-\$163,077	-\$556,733
3. 1% match Deferred Comp 7/1/21(reduced from 2%)				\$55,542	\$55,542
4. \$100 /mo/EE PORAC Retiree Healthcare Trust				\$66,000	\$66,000
5. One-time cash payment of \$1,000/member	\$55,000				\$55,000
				Total	\$1,616,953



City Council Staff Report

DATE: March 20, 2019

AGENDA ITEM NO: New Business
Agenda Item 5-C

TO: The Honorable Mayor and City Council
FROM: Mark A. McAvoy, Director of Public Works/City Engineer
SUBJECT: Authorization to Advertise the Request for Proposal (RFP) for Spirit Bus and Consideration of Transit Program Change

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize staff to advertise the Request for Proposal (RFP) for the City's Fixed-Route Transit Services - Spirit Bus;
2. Provide direction to staff regarding the Fixed-Route Transit Services Contract and Program; and
3. Take such additional, related, action that may be desirable.

CEQA:

Taking the recommended action would not result in a potential for resulting in a direct or reasonably indirect physical change in the environment and, accordingly, does not qualify as a "project" under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, *et seq.*; "CEQA") or CEQA regulations (Cal. Code Regs. tit. 14, §§ 15000, *et seq.*; see Cal. Code Regs. tit. 14, §§ 15061(b)(3), 15378). Even if the award of contract were to qualify as a project, it would be categorically exempt as a Class 1 or Class 5 project since, at best, it would constitute a minor alteration of existing public structures involving no expansion of use; or a minor alteration in land use limitations (see Cal. Code Regs. tit. 14, §§ 15301, 15305).

EXECUTIVE SUMMARY:

The existing fixed-route services Spirit Bus contract with First Transit will expire on June 30, 2019. Staff prepared a request for proposal (RFP) for Spirit Bus and seeks City Council authorization to advertise the RFP. Staff also recommends that the City Council consider the efficacy of the City's fixed-route transit system and provide direction on how to proceed with Spirit Bus.

BACKGROUND:

Spirit Bus Contract Overview

The City's current contract with First Transit to operate and maintain the Spirit Bus will expire on June 30, 2019. Under current agreement term, the contractor's performance begins July 1, 2015 and ends June 30, 2018, with up to an additional two (2) years, provided that both parties agree to extend this agreement for additional time. On February 7, 2019, a written notice from First Transit confirmed that it will not pursue to exercise the second year of option year and that the current contract will expire on June 30, 2019.

Under current contract term, First Transit has an agreement with the City to provide with special event charter service at a discounted rate at \$32.15 per hour upon request by the Recreation and Community Services Department. Special event charter services provided in current and past years include the Lunar New Year Festival, Cherry Blossom Festival, Play Days Parade, and Holiday Snow Village, and other ad-hoc special events that require shuttles to pick up and drop off dignitaries and/or residents. Note that the Recreation and Community Services Department operates the City's Dial-A-Ride (DAR) and Dial-A-Taxi programs, and these are not included in the current agreement with First Transit.

Spirit Bus Program Overview

The City of Monterey Park established the fixed-route transit system called Spirit Bus in 1989. Currently, there are five routes that serve different areas of the City. Route 1 & 3 and 2 & 4 run the same fixed route in the City during the same hours but in opposite directions. Route 5 connects the Metrolink Station at Cal State LA campus, East Los Angeles College, and the McCaslin Business Park. In addition, the City operates the Metrolink shuttle (part of Route 5) during the morning and afternoon peak hours connecting the Metrolink stop at Cal State LA campus and East Los Angeles College.

There are 36 stops along each route except for Route 5 there are 20 stops. The hours of the program are Monday through Friday from 6:30 a.m. to 6:30 p.m. and Saturdays from 9:10 a.m. to 5:45 p.m. The fixed-route buses do not operate on Sunday. The cost to ride the fixed-route system is \$0.25 per trip for Routes 1 – 4 and \$0.50 for Route 5 and Metrolink shuttle. This price was set in early 1990s and remains the same since then. The fare includes one free transfer to other Spirit Bus lines and Metro buses within the first 1.5 hours.

There is one 20-passenger bus and five 30-passenger buses in the City's inventory to operate this program with additional three new buses coming onboard very soon. The buses generally have a 7-year life span; current vehicles were purchased in 2011, 2012, 2013, 2015, and 2018. Since the buses operate on a hillside, they require more maintenance than other vehicles. The 2011 and 2012 vehicles are approaching the end of its lifespan and coming due for replacement. All of the fixed-route vehicles are powered by Compressed Natural Gas (CNG). The cost to replace vehicles of this size and capacity cost approximately \$250,000-\$300,000.

It is recommended that the City issue the included draft RFP. Staff, however, also recommends that the City Council consider alternatives to the existing system including, without limitation, contracting the City's fixed-route transit programs out to other transit agencies or implementing a different mobility program to fit community needs. Whether there is a need of a city-owned fixed-route transit system given the high cost of operations and low ridership is also something that staff would like the City Council to consider and provide direction on. A cost analysis is provided below.

Expenditures, Revenues, and Ridership

The City uses the Proposition A (Prop A) and Proposition C (Prop C) Local Return allocation each year to fund the City's various transit programs. The Prop A program is funded by a 1/2 cent sales tax measure approved by Los Angeles County voters in 1980 and finances various County and local jurisdiction transit programs. The Prop C program is also funded by sales tax, approved by voters in 1990, is an additional one-half of 1% tax on retail sales in the County. The City utilizes Prop A funds to fund the City's fixed-route transit and DAR programs, bus shelter maintenance, and CNG CST contract. Prop C funds fund part of the fixed-route transit program and CIP projects.

Fiscal Year	Proposition A & C Local Return Allocation*	City Transit Operating Costs**	City Transit Revenue***	Net Spirit Bus Operating Costs	Ridership	Cost Per Passenger
FY 2013-14	\$1,846,285	\$1,180,788	\$85,896	\$1,094,892	368,491	\$2.97
FY 2014-15	\$1,756,335	\$933,772	\$97,395	\$836,377	349,789	\$2.39
FY 2015-16	\$1,941,595	\$1,347,834	\$111,714	\$1,236,120	333,375	\$3.71
FY 2016-17	\$1,966,220	\$1,263,246	\$84,666	\$1,178,580	299,033	\$3.94
FY 2017-18	\$2,043,759	\$1,140,857	\$79,925	\$1,060,932	259,064	\$4.10

* Prop A Allocation includes taxes and interest while Prop C Allocation includes bus contract sharing cost only.

**City Transit Operating Costs include Spirit Bus contracting costs, charter service expenses, and city staff salaries.

***City Transit Revenue includes Spirit bus fares and Metro Tap Card sales.

The table above shows that while the City Transit operating costs remain stable, the Spirit Bus revenue as well as ridership has dropped significantly over the past three years. The cost per passenger to run the Spirit Bus program has increased 37% over the last five years. Also note that the annual allocation is only able to provide for transit operating costs and not capital replacement of vehicles. The last three vehicles added to the fleet were purchased using grants from the Metro Call for Project and Mobile Source Air Pollution Reduction Review Committee (MSRC) grants. Since the Local Return allocation that the City receives is based on sales tax, the revenue stream can be volatile based on the performance of the overall economy. The surplus funds will be insufficient to replace our fleet of vehicles or to expand services to the community. To completely replace our entire fleet of vehicles following the 7-year replacement schedule, it will continuously depend on grant opportunities available and our Prop A and Prop C funds.

Current Bus Fare

Another issue that is worth discussing is our low bus fare structure. As mentioned above, the cost to ride the Spirit Bus is \$0.25 per trip for Routes 1 – 4 and \$0.50 for Route 5 and Metrolink shuttle, with one free transfer between Spirit Bus fixed-route lines. This rate has not been adjusted since the early 1990s. Spirit Bus' bus fare is amongst the lowest compared to nearby cities and bus lines. If the City Council decided to maintain a fixed-route transit system, current bus fare may need to be adjusted to help recoup some of the operating costs. A table below shows current full bus fare (excluding senior and student discounts and Express bus lines) from neighboring cities and/or bus lines.

City / Bus Line	Current Full Bus Fare
Alhambra Community Transit (ACT)	\$0.25
Arcadia Transit	\$0.50
DowneyLINK	\$0.50
Foothill Transit	\$1.25
Long Beach Transit	\$1.25
Metro	\$1.75
Montebello Bus Lines	\$1.10
<i>Monterey Park Spirit Bus</i>	<i>\$0.25</i>
Rosemead Explorer	\$0.50

Proposed Changes to the City's Transit System

Option 1: Issue RFP to Continue the Fixed-Route Service

The RFP is attached in this staff report for the City Council's approval and direction. The RFP will be sent to as many transit service contractors as possible. Note that under this option the biggest challenge for transportation service contractors is maintaining a reliable fleet of buses. The City already contracted with a few contractors, including MV Transportation, First Transit, and Transportation Concepts. First Transit is currently operating the Spirit Bus from July 2015 to present; MV Transportation operated the Spirit Bus from July 2010 to June 2015; First Transit had the contract before MV Transportation from July 2004 to June 2010; and Transportation Concepts before First Transit from July 2001 to June 2004. All these contractors previously experienced similar issues, such as high management staff turnover rate, poor performance related to vehicle maintenance, and poor customer service level.

To ensure that the contractor is accountable to performance standards, strict liquidated damages were included to the proposed Spirit Bus Agreement. The intent of the liquidated damages is to reimburse the City for damages resulting from the contractor

failing to address problems that may result from inadequate staffing or resources that were proposed for the City's contract.

Option 2: Contract with Foothill Transit, Metro, Montebello Bus Lines, or Other Transit Agencies

Another viable option is for the City to move our fixed-route transit programs over to Foothill Transit, Metro, Montebello Bus Lines, or other transit agencies. Metro would be a good candidate as several of its bus lines, such as bus lines 68, 70, 106, 260, 762, and 770, are already serving many major corridors of the City. An agreement with the respective agency will need to be formed and detailed the service area and costs.

As part of the research, staff contacted the City of Paramount because effective February 10, 2019, the City of Paramount is no longer running its own fixed-route transit and moved its transit programs over to Long Beach Transit (LBT), Fiesta Taxi, and Ride Yellow. As a result, the LBT now covers 83% of Paramount's service area under current agreement, excluding any use of existing Metro bus routes; the rest of the service area including its college bound and other shuttle services are supplemented by Fiesta Taxi and Ride Yellow. The City of Paramount anticipated to achieve operational savings since it would no longer have vehicles to maintain and replace; these additional funds could be used for additional services and/or purchase of equipment such as covered bus shelters to support the transit program.

On the other hand, the City of Duarte has also recently moved its transit programs over to Foothill Transit. Staff contacted the City of Duarte's Transportation Department for additional information; however, the Department had not responded by the time this staff report was submitted.

Option 3: Alternative Mobility Program

Another consideration is implementing an alternative mobility program such as a rideshare program. For instance, the City Council of Monrovia approved a completely revamped Monrovia Transit model called GoMonrovia in February 2018 that utilizes ride-share provider Lyft, and the dockless bike-share provider Lime, in partnership with the City's existing DAR operator, to provide fast and affordable transportation all throughout the city of Monrovia. In addition, there are two Foothill Transit buses, Lines 187 and 270, currently serve the Monrovia area.

To travel to and from Old Town Monrovia or the Monrovia Gold Line Station, the cost is \$0.50 per ride. A shared Lyft ride (1-2 passengers) is \$1.00 per ride and a regular Lyft ride (up to 4 passengers) is \$3.50 per ride. Passengers need to download and install the Lyft app to create a personal account. All transactions are done via the app. Lyft will match passenger's location with a driver in the area thereby shorten the wait time to five minutes or less on the average. The downside of this program is that passengers must be 18 years of age to have a Lyft account and to ride alone in a Lyft vehicle.

FISCAL IMPACT:

The Spirit Bus is subsidized by the City's Proposition A and Proposition C Local Returns. The FY 2017-18 annual bus fare revenue was \$51,388. The FY 2018-19 Adopted Budget includes \$64,806 in Proposition A funds and \$817,463 in Proposition C funds for a total of \$882,269 in budget appropriation for the annual Spirit Bus contract.

First Transit's current contract with the City provides for an hourly rate of \$43.99 or an annual cost of \$835,810 (based on the calculation of an average of 19,000 revenue hours per year). The additional \$46,459 was budgeted to pay for any unforeseen vehicle repair costs and emergency off-site CNG fuel charges in addition to the annual contract costs. In the event that the additional appropriation is not expended, it will go back to the Proposition A funds.

Respectfully submitted by:


Mark A. McAvoy
Director of Public Works/
City Engineer

Prepared by:


Bonnie Tam
Principal Management Analyst

Approved by:


Annie Yaung
Director of Management Services

Approved by:


Ron Bow
City Manager

Reviewed and Approved by:


Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. Spirit Bus RFP
2. Spirit Bus Operations and Maintenance Agreement
3. Spirit Bus Map and Schedule

ATTACHMENT 1

Spirit Bus RFP

City of Monterey Park



Request For Proposal (RFP)

To Provide Local Fixed Route Transportation Services

Key Dates

Issue Date: March 21, 2019

RFP Due Date: April 22, 2019

Submit to:

City Clerk's Office

City of Monterey Park
Attention: Mark McAvoy, Director of Public Works
320 W. Newmark Ave.
Monterey Park, CA 91754

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**NOTICE OF REQUEST FOR PROPOSAL
FOR
CITY OF MONTEREY PARK
FIXED ROUTE TRANSPORTATION SERVICES**

TAKE NOTICE that the City of Monterey Park will receive proposals for Fixed Route Transportation Services.

Proposals will be received in the Office of the City Clerk, 320 W. Newmark Ave., Monterey Park, California 91754, until 3:00 p.m. (PDT) on Monday, April 22, 2019. All proposals must be clearly marked, **"PROPOSAL TO PROVIDE FIXED ROUTE TRANSPORTATION SERVICES FOR THE CITY OF MONTEREY PARK – DO NOT OPEN WITH REGULAR MAIL"** and must be delivered to the City Clerk's Office during the business hours of 8:30 a.m. 5:00 p.m., Monday through Thursday, and 8:30 a.m. to 4:00 p.m. Friday, except holidays on which City Hall is closed. **POSTMARKS WILL NOT BE ACCEPTED.** Failure of, or disturbances in any mail service is not a legitimate reason for proposals submitted after the above due date. Facsimiles will not be accepted.

Submit three (3) copies of your Proposal. All submitted proposals will be reviewed and analyzed by City staff and the proposals which best meet the City's needs will be selected for further analysis and negotiation. The City reserves the right, in its sole discretion during the selection process, to reject any or all proposals or any portion without exception or explanation.

Parties interested in obtaining a Request for Proposals (RFP) Package (at no cost) should contact the:

Department of Public Works
(626) 307-1320

A copy of the RFP can also be downloaded from the City's website at: <http://www.montereypark.ca.org>. For questions regarding this RFP you may contact Bonnie Tam, Principal Management Analyst, at 626-307-1320 or btam@montereypark.ca.gov.

NOTICE REGARDING DISCLOSURE OF CONTENTS OF DOCUMENT

All responses to this Request for Proposals (RFP) accepted by the City of Monterey Park (City) must become the exclusive property of the City. At such time as the City Manager recommends a Contractor to the City Council, and such recommendation, with any recommended contract appears on the Council agenda, all proposals accepted by the City must become a matter of public record and must be regarded as public, with the exception of those elements of each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Trade Secret," "Confidential," or "Proprietary". Each element of a proposal which a Proposer desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire

pages, documents, or other non-specific designations) must not be sufficient and must not bind the City in any way whatsoever. If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City must not in any way be liable or responsible for the disclosure of any such records or part thereof.

INTRODUCTION

The City is seeking the services of qualified firms for management, operation, and maintenance of its Fixed Route services. These services are described in greater detail later (Part B/Scope of Services) in this RFP. In this RFP, the terms "Bidder" and "Proposer" are used interchangeably.

The City of Monterey Park is an equal opportunity employer. **Qualified firms owned by women, minorities, and individuals with a disability are encouraged to submit a proposal.** While the City favors economy and efficiency in all services paid for with public funds, price is not the only relevant factor in the City's choice of a Contractor. After an evaluation of all portions of the proposal including, without limitation, the Proposer's experience, equipment, terms of service, references, and price, the Bidder who proposes the lowest price for the services required may not necessarily be awarded the contract. The City reserves the right to choose a Contractor who demonstrates the ability to provide the highest quality of service at a fair price.

Business Registration - All Contractors should be aware of the City's Business Registration Ordinance which requires that a Business Registration be obtained before any business, trade, profession, enterprise, establishment, occupation, or calling is conducted within the City.

Proposers must submit one (1) original and three (3) copies of their proposal with all the required forms and attachments no later than 3:00 p.m. (PDT) on Thursday, May 10, 2019 to:

City Clerk's Office
320 W. Newmark Ave.
Monterey Park, California 91754
(626) 307-1359

Proposals should be marked:

PROPOSAL TO PROVIDE FIXED ROUTE TRANSPORTATION SERVICES FOR THE CITY OF MONTEREY PARK – DO NOT OPEN WITH REGULAR MAIL

Proposals received after the due date and time above will be rejected. No postmarks or delivery tickets will be accepted. Each proposal must be signed by an authorized respondent and all required information must be provided. Double-sided copies are preferred but not required.

The City of Monterey Park reserves the right in its sole discretion during the selection process, to reject any or all proposals or any portion without exception or explanation. The City may extend the deadline at its sole option.

PART A

INSTRUCTIONS TO PROPOSERS

BACKGROUND

The City of Monterey Park is seeking a Contractor with experience and expertise in providing quality transportation services. The City wants a Contractor that has the ability and resources to schedule and dispatch; provide on-time transportation services; provide fare collection and accountability; vehicle procurement and maintenance; maintain a sufficient number of drivers that are competent, properly trained, and licensed, while providing safe, dependable, clean, customer-friendly, and efficient transportation services.

In this RFP, the City is seeking a combination of expertise, delivery of quality service, and price that is most advantageous to the Monterey Park community and the transit passengers.

The transportation services required are described in detail in Part B, Scope of Services, proposal requirements and the evaluation criteria are described in Part C, Proposal Submission and Evaluation Criteria.

This invitation is not to be construed as a commitment of any kind; it does not commit the City of Monterey Park to pay for costs incurred in the submission of a proposal package or for any costs incurred before the execution of a formal contract.

IMPORTANT DATES

RFP Issuance:	March 21, 2019
Written Question Submittal Deadline:	April 4, 2019 4:00 p.m. (PDT)
City Response to Questions:	April 15, 2019
RFP Submission Deadline:	April 22, 2019 3:00 p.m. (PDT)
Evaluation Period:	April 23 – May 24, 2019
Council Approval of Agreement:	June 5, 2019
Service Implementation:	July 1, 2019

QUESTIONS ABOUT THIS RFP

Proposers may submit written questions regarding the meaning or interpretation of the RFP. These questions must be requested in writing and received by Bonnie Tam, Principal Management Analyst, no later than April 4, 2019, 4:00 p.m. (PDT). Ms. Tam may be reached at btam@montereypark.ca.gov or at:

Transit Services RFP – Written Explanation
City of Monterey Park
Department of Public Works
Attention: Bonnie Tam
320 W. Newmark Ave.
Monterey Park, California 91754

Any written information given to a prospective Proposer concerning the RFP will be furnished to all prospective Proposers as an addendum of the RFP, if such information is necessary to Proposers in submitting proposals on the RFP or if lack of such information would be prejudicial to uninformed Proposers. No technical assistance or aid will be provided by the City in preparation of any proposal.

CONTRACT TERM AND EXTENSION

The City of Monterey Park proposes to enter into an Agreement (Sample – Attachment E) for a four-year (4-year) term with options for two (2) additional two (2) year increments at the City's sole option. The proposed four-year (4-year) agreement is projected to start on July 1, 2019, and conclude on June 30, 2023. The City, but not the Contractor, must have the right to extend the contract by posting in the mail or delivering to the Contractor a notice of extension no later than sixty (60) days before the end of the expiring term. The hourly rates effective for any option year, if exercised, must be increased over the prior year by an amount no greater than the Consumer Price Index (CPI) for urban consumers in the Los Angeles-Long Beach Metropolitan Statistical Area, not to exceed an increase of five percent (5%). Additionally, it must be understood and agreed that: 1) the City is under no obligation to exercise an option; 2) no representation has been made by the City committing it to exercise an option; and 3) the City may procure such option requirements elsewhere.

ADDENDA

Any changes to the RFP requirements will be made by addendum. All addenda must be acknowledged in the proposal by providing a signed copy of the addendum as part of the proposal. Failure to do so may render the proposal non-responsive and cause it to be eliminated from consideration.

LATE PROPOSALS

Proposals received after the deadline designated in this proposal document must not be considered and must be returned to the prospective Bidder unopened.

PROPOSALS BINDING

All proposals submitted in accordance with the terms and conditions of this RFP must be binding upon the Bidder for one hundred twenty (120) days after the proposal opening date.

INVESTIGATION OF CONDITIONS

Proposers are directed to investigate all conditions involved in providing the service, to carefully read the specifications, and to inform themselves fully of the conditions under which the work is to be performed. No Contractor will be allowed additional compensation for items about which he or she has failed to inform himself or herself.

CONFLICT OF INTEREST

No employee, officer, or agent, or member of the governing body of the City must participate in selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved.

RESTRICTIONS ON LOBBYING AND CONTACTS

Proposer's sole contact during the RFP, proposal and awards process is limited to City Clerk.

During the period beginning on the date of the issuance of the RFP and ending on the date of contract award to a Proposer, no person (or entity) submitting a proposal in response to this RFP, nor any officer, employee, representative, agent, or CONTRACTOR representing such a person (or entity) MAY contact through any means or engage in any discussion concerning the award of the Contract with any member of the City Council of the City of Monterey Park or his or her personal staff, or with any candidate for election to the City Council of the City of Monterey Park. Any such contact may disqualify the proposal.

During the period beginning on the date of the issuance of this RFP and ending on the date of contract award to a Proposer, each person or entity described in the previous paragraph must limit his or her communication with City staff to only written clarification and amendment process, interviews or discussions pursuant to evaluation and selection process. At no time may any Proposer have any communication with a member of the City's Evaluation Committee, other than communication initiated by such member during interviews or discussions.

Nothing restricts persons from communicating with the City Council in writing or at a City Council meeting provided such communication is after the public release of the staff report to the Council recommending a proposer.

DISCLAIMER OF LIABILITY

In the absence of a written provision in the contract with the successful Proposer specifically stating otherwise, the City of Monterey Park will not hold harmless or indemnify any Contractor for any liability whatsoever.

LICENSES AND PERMITS

The successful Contractor must be appropriately licensed for the work required as a result of the contract. The cost for any licenses or permits must be the sole responsibility of the Contractor. The Contractor is liable for any and all taxes due as a result of the contract. The successful Proposer to this RFP must be registered and in good standing with the California Secretary of State in order to do business with the City. A City of Monterey Park business license must be obtained before commencement of contract and must be renewed annually throughout the term of the contract and any option years that may be awarded to the Contractor.

PART B
SCOPE OF SERVICES

PROPOSED TRANSPORTATION SERVICES

Monterey Park was incorporated in 1916. Totaling 7.73 square miles in size, Monterey Park is home to more than 60,000 residents and is conveniently located less than 20 minutes from Downtown Los Angeles. Using Proposition A and Proposition C Local Tax Return Funds, the City of Monterey Park has provided its residents with fixed-route service, Spirit Bus, since 1989. Monterey Park has consistently ranked as one of the country's best places to live due to its good schools, growing economy, and central location.

The City provides fixed route transit service designed to provide transportation for residents within the community. The selected Contractor must provide everything necessary to operate this service, including, but not limited to: all labor, equipment, tools, fuel, materials and supplies, insurance, supervision, and all other items needed to deliver exceptional, on-time transportation services. Furthermore, the Contractor will be responsible for all data collection efforts. The Contractor will recommend operating hours and policies, routes, and fares; the City will make the final determination for operating hours and policies, routes, and fares. The City will also be responsible for marketing the services, the Contractor must cooperate with marketing efforts, surveys, etc.

The City of Monterey Park emphasizes courtesy to passengers and on-time performance, as well as clean, well-maintained, accessible, and mechanically safe vehicles. All transit services must meet City, State, and Federal standards, including, but not limited to, all transit and air quality regulations, as well as compliance with the provisions of the Americans with Disabilities Act (ADA).

The City will establish a system of controls and standards with the Contractor to ensure compliance with the performance and service standards for this operation. It is the City's intention to meet the following objectives through this award of contract. All requirements provided in this RFP are aimed at addressing these goals:

- A. Maintain a strong commitment to providing customer satisfaction through friendly and courteous service;
- B. Establish a safe and reliable service that meets or exceeds the service and performance standards as defined in this RFP;
- C. Establish a long-term, stable relationship with a provider who can bring efficiencies, new methods, new technology and techniques to implement a successful transit service; and
- D. Provide a cost-effective service to maximize available resources.

The City of Monterey Park's transit services are broken down into the following components:

FIXED ROUTE BUS SYSTEM

For the past years, Spirit Bus fixed route service has seen five buses serve five 45-minute routes. Route 1 & 3 and 2 & 4 run the same fixed route in the City during the same hours but in opposite directions. Route 5 connects the Metrolink Station at Cal State LA campus, East Los Angeles College, and the McCaslin Business Park. In addition, the City operates the Metrolink (LINK) shuttle during the morning and afternoon peak hours connecting the Metrolink stop at Cal State LA campus and East Los Angeles College. The fixed route service operated Monday through Friday from 6:30 a.m. to 6:30 p.m. and Saturdays from 9:10 a.m. to 5:45 p.m. The fixed-route buses do not operate on Sunday. There were approximately 260,000 riders for the past two years.

The following chart shows the ridership and relevant service data for the City's fixed route service from July 1, 2017 to June 30, 2018:

Monterey Park Fixed Route 2017-18 Service Data

Total Vehicle Miles	249,033
Total Vehicle Hours	20,549
Revenue Vehicle Hours	18,772
Passenger Trips	259,064
Passengers per VSH	13.8
Fare box Revenue	\$ 37,643
Peak Vehicles / Spares	6 /1

Monterey Park Peak Hour No. of Buses

Route	No of Peak Buses
Route 1	1
Route 2	1
Route 3	1
Route 4	1
Route 5	1
LINK Shuttle	1
Spare	1

The City will continue to operate five bus routes in the City. The service is to be provided Monday through Friday from 6:30 a.m. to 6:30 p.m. and Saturdays from 9:10 a.m. to 5:45 p.m. (No service is provided on Saturdays for Route 5). Saturday schedule is provided on the following holidays: Memorial Day, July 4th, and Labor Day. No service is provided on Sundays and the following holidays: New Year's Day, Thanksgiving Day, and Christmas Day. Each bus route requires one vehicle in service daily, Monday through Friday. Each vehicle will provide service to a specified forty-minute route (loop). Additionally, the

Contractor must provide a back-up vehicle ready to be placed into immediate service as required.

The City will provide the vehicles. All vehicles must be in excellent mechanical and aesthetic condition to be maintained by Contractor. Contractor must provide the City annual mileage and maintenance reports. Any accidents must be disclosed and described.

Fixed route service to be provided starting on July 1, 2019, may be reviewed in Attachment C. The City reserves the right to change the routes and times of service. **Contractor billings will be based on Revenue Vehicle Hours, which include layover/recovery time but exclude deadhead.** Contractor shall also provide the City with special event charter service.

The City estimates the total annual Revenue Vehicle Hours to be about 19,000 per year depending on holidays. Vehicle Revenue Hours may be less, depending on the location of the vehicle storage facility.

CITY RESPONSIBILITIES

Marketing and Advertising

The City will be responsible for advertising and promoting the City of Monterey Park transit program and will provide the funds and materials necessary to carry out this responsibility. The Contractor will participate as needed in any appropriate City marketing or promotional activities intended to increase public awareness and ridership. The Contractor must distribute all program-related materials, as well as other promotional materials requested by the City.

The City has the option to place ad frames and signs on the interior and exterior of the vehicles provided by the Contractor. Any revenue from advertising on or in the vehicles will belong to the City. Maintenance of these ad frames will be the responsibility of the Contractor. The Contractor must provide reasonable access to the vehicles for placement of promotional or advertising materials.

The City will be responsible for bus stop signs, benches, and shelters.

Fares

The City has the sole responsibility for setting fares and passenger policy. The City reserves the right to change fares or passenger policy.

Service Changes/Adjustments

The City reserves the right to order an increase or decrease in the fixed route transportation services. Service changes/adjustments may include but are not limited to adding or deleting service areas; and increasing, decreasing, or changing operating hours, and service hours or days of operation.

Termination of Contract

Upon determination by the City that the Contractor has not complied with the terms of the contract, the City reserves the right to notify the Contractor of such non-compliance and terminate the contract. The City reserves the right to cancel the contracted services and related payments to the Contractor without cause with proper notice.

Reasons for such an order include, but are not limited to: loss of funding, low productivity of the service. In the event of contract termination, the Contractor will be given thirty-days' (30-days') notice of cancellation unless a shorter period is mutually agreeable to both parties.

Suspension of Service

The City reserves the right to suspend the transit services due to severe inclement weather and other such conditions that threaten the safety of City transit passengers. Should the City deem it necessary to suspend service, the Contractor will be notified in a timely fashion.

CONTRACTOR'S RESPONSIBILITIES

The Contractor must coordinate, manage, and control all necessary program activities which must include, but not be limited to: scheduling and dispatching services, operating the services, monitoring service quality, vehicle and equipment maintenance, facility maintenance as required, insurance, personnel management, providing driver and other personnel training, developing administrative procedures, collecting and reporting performance and other statistics, compiling financial records, and developing methods to maximize service efficiency.

All service provided by the Contractor on behalf of City must comply with the applicable requirements of the Americans with Disabilities Act (ADA). The Contractor will submit for City's review and approval an ADA program and documents used for operator training.

The Contractor will be responsible for collecting and timely reporting. This will include monthly reports as well as all required items for the National Transit Database. Proposals should include sample reports. The City **may** require the Contractor to maintain and provide the following types of information to the City on a monthly basis:

- A. Passenger statistics – daily counts by passenger type, fares collected
- B. Missed loops with justification for each and percentage of completed service (successful loops)
- C. Total and Revenue Miles
- D. Total and Revenue Hours
- E. Mileage breakdown for each vehicle
- F. All maintenance performed plus PM schedule for each vehicle
- G. List of accidents/incidents with brief description and action taken
- H. All staff training
- I. All complaints and commendations received by the Contractor with any follow-up action

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All required monthly reports must be in the Department of Public Works by the eighth working day after the reporting period.

Vehicles

All vehicles and vehicle equipment required by this RFP must be maintained by the Contractor in good repair and in good condition satisfactory to the City. All vehicles must be clearly identified with City logo markings (paint or decal) and said markings must be pre-approved by the City.

All vehicles used for the City transit service must be safe for operation on public streets and meet all the appropriate requirements in the California Vehicle Code. All parts of the vehicle and all equipment mounted on or in the vehicle must conform to Federal Vehicle Safety Standards and the California Code of Regulation, Title 13. Particular attention must be directed to the California Highway Patrol Motor Carrier Safety Regulations.

The Contractor must participate in and comply with the DMV Pull Notice Program. Contractor must pay for all applicable license fees for drivers, other personnel, and vehicles.

Each vehicle must be equipped with an operational wheelchair lift or an ADA compliant ramp. Two (2) wheelchair positions must be provided in each vehicle with such positions equipped with securing devices (e.g., clamps and tie downs) which meet standards established by the California DOT. Vehicles must also meet the most current criteria established in the Americans with Disabilities Act (ADA).

Contractor must at all times have Contractor-owned vehicle(s) available for use as a back-up in the event that one of the primary vehicles is broken down or inoperable. Whenever a primary vehicle is disabled and is being taken out of service, Contractor must dispatch immediately the back-up vehicle into service. The Contractor must notify the City within 30 minutes of the deployment of any back-up vehicle. The Contractor must take the necessary steps to minimize the use of back-up vehicles by making the repairs to the primary vehicles as quickly as possible. The back-up vehicles should meet the same requirements as the primary Contractor-provided vehicles. If the Contractor ever substitutes another vehicle for one of the regular vehicles, the Contractor must notify the City by e-mail, stating the reason for the substitution and a description of the substitute vehicle.

Each vehicle must be inspected annually by the CHP. The City may also inspect the vehicles by a third-party inspector. The City must be notified of inspections performed by a governmental agency other than the City which meet or exceed the criteria for inspection established by the City. The results of those inspections must be transmitted to the City within five (5) days of the actual inspection.

Vehicle Cameras

Fixed route vehicles must contain a closed-circuit video camera security system or

equivalent. The type of camera to be provided is subject to the City's approval. There must be a minimum of two (2) cameras, front and back views, recording both video and audio during all provided service hours on each vehicle. During passenger disturbances, this film footage must be provided to the City in an effort to determine prosecution and penalty for any offenders. The Contractor must provide back-up capability should the video need to be removed for review by the City.

Vehicle Tracking Technology

Contractors must provide vehicle tracking technology for the fixed route system to, provide real-time transit information to users, improve on-time performance, display real-time and historical data including vehicle ID, assigned routes, direction of travel, and schedule adherence status. The contractor must provide specification for the proposed vehicle tracking technology and costs. Contractors to provide recommended tracking technology specifications and costs, subject to final approval by the City..The City will provide an allocation in the cost proposal forms for the purchase and installation of a Vehicle Tracking Technology for the Fixed Route vehicles.

Operations, Dispatch, and Maintenance Facility

The Contractor must provide a suitable facility for the fixed route services that will accommodate all the operations, dispatch and maintenance functions to be performed by the Contractor. This includes maintenance and storage facilities, as well as all furnishings, equipment, and supplies. The quality and size of the facility is up to the discretion of the Contractor, but the City requires a facility that will ensure that the vehicles used for the service will be maintained properly and will be safe from vandalism. The Contactor's facility must also include adequate space for the management, administrative operations, and drivers.

The facility must also be located within reasonable proximity of the City so as to minimize both the expenditure of deadhead hours and miles and the impact on customer service. The facility must be available for inspection should it be deemed necessary during the bid process to ensure proper equipment, tools, and personnel to maintain vehicles. The maintenance and operating facility must be kept clean and safe at all times throughout the term of the contract. The Contractor will be responsible for obtaining and complying with all required building, occupancy, or other governmental permits and must abide by OSHA safety standards.

Proposals should clearly identify and describe the facility the Proposer wishes to use. The City will determine reasonableness of proposed facility location.

Office Equipment and Computer System

At the proposed Maintenance Facility, the Contractor will provide an office environment for administrative and supervisory employees that provides them the functional resources to perform their assigned duties.

Computer Network - Contractor will provide a computer network for use by all office staff. Internet access must be provided to all management and administrative workstations.

Phone System - Contractor will provide a land-line phone system for use by office staff. Each workstation must be provided with a phone. Phones for key staff must be able to accept and retrieve voice mail.

Contractor will provide a designated phone number for general incoming calls and lost & found inquiries. The designated phone number must accommodate an outgoing after hours recording.

Maintenance Standards

The Contractor, at its sole cost and expense, must provide and maintain appropriate storage and maintenance facilities for the garaging and servicing of the vehicles and vehicle equipment. This section applies to all fixed route vehicles provided under this contract.

At all times, the Contractor must maintain all components of each vehicle including its body, frame, wheelchair lift/ramp, furnishings, as well as mechanical, electrical, hydraulic, or other operating systems in proper working condition, free from damage and malfunction. The Contractor must replace and repair immediately any vehicle damaged in any accident or otherwise damaged which impairs the proper and safe mechanical operation of the vehicle.

The Contractor must maintain an individual file for each revenue vehicle. This file should include, but not be limited to, dates of action, preventative maintenance functions including warranty work, and any other pertinent maintenance data.

The Contractor must dispatch a spare vehicle in the event of a vehicle breakdown. The maximum allowable response time from the moment a trouble call is received until a substitute vehicle arrives on scene will be established by the City. Proposals must state the estimated time Proposers will need to provide a substitute vehicle.

All proposals must include a **Maintenance Plan** to address the following items:

Preventative Maintenance – The Contractor is responsible for performing all maintenance on their vehicles and lifts/ramps at least as often as suggested by the manufacturer. The Contractor is required to have a Preventative Maintenance (PM) Plan in place and approved by the City at the time of operation to ensure that vehicles are properly maintained. It is the sole responsibility of the Contractor to ensure that all vehicles are 100% PM current. There must be an emphasis on preventing breakdowns. The Contractor will maintain accurate, complete, and current vehicle maintenance records at all times.

Improper maintenance of vehicles, including: not following the manufacturer's recommended servicing, not being PM current, operating vehicles with defects in safety related components, and/or overall poor maintenance that affects service performance

and reliability, will be causing to terminate this contract.

Vehicle Cleanliness – Vehicle interiors must be cleaned, and any graffiti must be removed daily. Vehicle exteriors must be washed at least twice weekly and after every rain.

Air Conditioning and Heating – For passenger comfort, the heating and air conditioning units of all vehicles must be kept in proper working order. No vehicle will be operated with an inoperable air conditioning or heating system.

Safety and Inspections – The Contractor must perform daily safety inspections of vehicles, according to a pre-trip and post-trip checklist to be submitted with this proposal and approved by the City, before beginning and ending the day's service. The City reserves the right to ensure that vehicles are being maintained properly and are in safe operating condition. If a vehicle fails inspection, it is barred from providing transit service until the problem(s) is/are corrected. All vehicles must be subject to an inspection by a representative of the City to verify that it follows the Contractor's stated preventative maintenance plan.

Radio Communication – The Contractor must install a radio communications system for all vehicles utilized under this agreement. This will allow for timely response to service calls, incident/accident reporting, and efficient dispatching. The radio communication system must cover the routes of service, storage and maintenance facilities, and the dispatch location without dead zones. Each vehicle must have a receiver/transmitter installed and fully functional for every day of vehicle use in the transit program. Contractor must be responsible for maintenance of the radio system to keep it in good operating condition. The radio system must comply with all applicable Federal and State statutes and regulations in connection with its use.

Farebox Equipment

Contractor must purchase and install Fareboxes in the Fixed Route vehicles. The contractor must provide specification for the type of Fareboxes to be utilized for review and approval by the City. Costs for the Fareboxes should be included in all Price Proposals under Operating Costs.

The Contractor must repair and maintain the Fareboxes and all related fare collection equipment to OEM Standards. Fareboxes must at all times accept fare media supplied by the City, if any. The Contractor must also be responsible for the proper operation, training, and maintenance of all diagnostic equipment and spare parts; and probing (downloading ridership data), collecting fare revenue at the end of daily revenue operation on every Revenue Vehicle used, and ensuring that the data received is accurate and timely.

The Contractor will be responsible for performing "demand" maintenance on the Fareboxes as the vehicles are in Revenue Service. Demand maintenance includes removing jams in the bill validator and coin mechanism, and swapping system

components such as the bill validator and system board.

The Contractor will perform routine and ongoing Farebox audits each month to assure that coin mechanisms, bill validators, vaulting systems and data collection systems are operating properly. The Contractor will submit a monthly report showing the Farebox functionality and status of any needed repairs.

Invoices

The Contractor must invoice City in arrears on a monthly basis for the Fixed Route services rendered and deduct all farebox receipts from the monthly invoice. The invoice must be submitted to the City no later than the tenth day of the following month. The Contractor must provide management reports with each invoice. The City may, from time to time, at its sole discretion, require Contractor to provide other reports relating to operational performance of the fixed route services. Monthly invoices must include the following statistics, but must not be limited to:

- A. Total number of fares collected
- B. Number of passengers carried per trip, per day, per route, and monthly totals
- C. Actual vehicle service hours of operation per day, per route
- D. Charter Service billing hours, if applicable
- E. Responses to customer concerns submitted by the City of Monterey Park
- F. The amount of any deductions will be calculated by Contractor and a written explanation must accompany the invoice

The Contractor should provide the City with routine sample reports and invoices.

Personnel

The Contractor must be solely responsible for the satisfactory work performance of all employees as described by the RFP or any reasonable performance standard established by the City. The Contractor must be solely responsible for payment of all employees' wages and benefits. Without any additional expense to the City, the Contractor must comply with the requirements of employee liability, workers' compensation, unemployment insurance, and Social Security.

The Contractor must be responsible for any and all claims, costs, and expenses of any nature arising from alleged violations of personnel practices. The City must have the right to demand removal from the project, for reasonable cause, any personnel furnished by the Contractor. The City must be notified promptly of new hires or reassignments of project personnel. This section applies to all transit services provided under this contract.

The selected Proposer may not discriminate in the hiring of employees, employment of subcontractors, or the provision of service on the basis of race, religion, color, age, disability, sex, or national origin.

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All Proposals must include a personnel plan that provides an organizational structure, training plan with training schedules and content/curriculum, as well as a Drug and Alcohol Policy. The successful Contractor will be required to comply with appropriate drug and alcohol testing regulations. The Contractor will provide the City with any necessary information and documentation to enable City to comply with reporting requirements.

Contractor must use the current staffing levels as shown in table below for the Fixed Route Staffing as a guide to provide administration/management, operator, and maintenance staffing.

STAFFING INFORMATION

RFP Position Title	Contracted Position Title	Full Time Number of Persons	Part Time Number of Persons	FTE Hours (2080)	Average FT Annual Salary (\$)	FT Benefits (%)	Average PT Hourly Rate (\$)
Project Manager		1		2,080	\$70,000	100%	
Road Supervisor		1		2,080	33,280	100%	
Dispatcher		1	1	3,120	33,000	50%	
Bus Operator		5	1	11,440	31,000	50%	
Mechanic / Technician			1	1,040	28,080	50%	
Administrative	Accounting		1	1,040	15,120	50%	
Utility			1	1,040	13,520	50%	
Safety Manager			1	520	16,250	100%	
Fleet Manager			1	350	10,200	100%	

A. Project Manager

The Project Manager must be an experienced employee of the Contractor. The Project Manager must function as the primary contact person for the services, must be knowledgeable in all areas of the project, and must be subject to the approval by the City. The Project Manager must be readily available to the City via telephone and in person during normal business hours to make decisions, rectify problems, or to provide City-requested coordination as needed. Contractor may not replace Project Manager without the consent of the City. Bidders should submit a resume for the Project Manager and the Project Manager must attend the interview, if there is one. The Contractor must also provide a telephone number for emergency communications outside of regular business hours.

B. Supervisory Staff

Proposer must include resumes of additional supervisory staff, i.e. Road Supervisor, Mechanic technician, Dispatchers, Fleet Manager, Safety Manager, etc., who will play critical roles in the provision of service. A responsible senior employee of the Contractor must be available at all times, either by telephone or in person, to make or provide coordination as necessary.

C. Administrative Staff

The Contractor must supply a sufficient number of employees to staff the office at all required times. The Contractor will be responsible for training these employees and making sure that all program policies and procedures are understood and followed. Staff assisting with D-A-R reservations should have both English and Spanish language capabilities.

D. Fixed Route Vehicle Operators (Drivers)

The Contractor must supply a sufficient number of properly qualified personnel to operate the equipment and to provide the services required. All drivers must be properly licensed in the State of California to provide this type of service and be at least 21 years of age. A written record from the California Department of Motor Vehicles must be submitted to the City for each driver. Drivers who do not meet the following minimum criteria may not participate in the program. All vehicle operators must meet the minimum standards listed below:

1. No more than a total of three moving violations during the last five years before application for this program
2. If license has ever been suspended, applicant must have two full subsequent years with no violations
3. Possession of a valid California Commercial Driver's License
4. Must pass an employee background check for possible past violations and subsequent treatment for substance abuse with another DOT employer
5. Must have passed a pre-employment drug screen and thereafter continuously comply with FTA mandated Substance Abuse Testing Program
6. Able to read, write, and speak the English language
7. Thorough knowledge of the service area street network
8. Able to handle complaints and problems as required

E. Maintenance Staff

The Contractor must supply a sufficient number of properly qualified personnel to maintain and service all Contractor-supplied vehicles associated with this transit service.

The Contractor must ensure all mechanics are properly trained and qualified in the operation and maintenance of the vehicles and equipment specified in the scope of the project. The Contractor must provide mechanics with ongoing training in order to stay abreast of new maintenance techniques and equipment. The total number of annual training hours for each mechanic must be specified in the RFP.

Employee Safety and Training

Proposers must submit a plan for the training schedule that addresses all of the items referenced below.

All services provided by the Contractor must satisfy the requirements of OSHA. The City must have the right, but not the obligation, to inspect Contractor's premises and operations to ensure contract compliance, including the maintenance of OSHA-required records. All drivers must receive the following initial training through programs approved by the City and show successful completion before transporting passengers:

- A. Behind the wheel (defensive driving), including classroom instruction, minimum of 12 hours
- B. Sensitivity training, a minimum of 12 hours in the classroom and one day of "hands-on" training, including lift training, emergency first aid, CPR, and OSHA and ADA-required training
- C. Training in the operation of vehicles, wheelchair lifts, ramps, securement Systems, and any other equipment associated with this transit service
- D. A minimum of one hour of training on drug abuse and one hour on alcohol abuse per FTA 49 CFR Part 40 and Part 655 regulations
- E. Supervisors are required per FTA 49 CFR Part 40 and Part 655 regulations to receive an additional one hour of training on reasonable suspicion of drug and alcohol abuse
- F. Office staff must receive sensitivity training and customer service training. This training must include telephone techniques and appropriate procedures for dealing with angry and rude customers. Contractor must develop procedures satisfactory to the City for the routing of complaints or providing information concerning complaints to the City.
- G. Staff training in the prevention of Harassment in the Workplace.

All training must be conducted at the time individuals are hired and repeated on an annual basis. Contractor must be responsible for all training expenses.

If not yet a participant, the Contractor must join the California DMV Pull Notice Program, whereby the Contractor must be notified of any activity on a vehicle operator's driving record. The Contractor must take appropriate action for any vehicle operator reported through this program.

Dress Code

All of the Contractor's employees must, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed. Vehicle operators must maintain a uniform acceptable to the City. The uniform must include both shirt/blouse and slacks. Operators must wear name tags clearly displaying their names while performing their duties.

Accounting

All costs incurred in the performance of this contract must be recorded in an account separate from those used for other business activities of the Contractor. As requested, the Contractor must make his books available for a program audit to be conducted by the City on an annual basis. These books, and all records, must be available for inspection at all reasonable times without cost to the City.

Accidents, Injuries, and Incidents

The Contractor must notify City Management immediately (within one hour) of any vehicle accidents, passenger accidents/injuries, or any major incidents, including confrontations with passengers. Subsequently, Contractor will provide detailed incident reports in writing to City Management by the close of the next business day.

Lost and Found

The Contractor must maintain a "lost and found" service for items left on the vehicles and must notify City Management of any found items.

Insurance

Before the beginning of and throughout the duration of the work, Contractor will maintain insurance in conformance with the requirements set forth in Attachment A. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Contractor agrees to amend, supplement, or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this Attachment A constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.

Fare Collection and Accountability

The City will set fares for the fixed route services and reserves the right to change fares at any time.

All fares collected by the operators must be submitted each day to the Project Manager. The Contractor will establish procedures to assure that fares are collected and accounted for accurately. Fares will be credited against the monthly invoice to the City.

Performance Management

Local transit is important to the City of Monterey Park. The City wishes to have a responsible Contractor that will provide excellent services to the residents of the City. As in previous contracts, the City will include penalties for poor performance. It is the City's hope not to need to impose these penalties. However, if the need arises the City will do what is necessary to attain its service standards.

The City will measure the Contractor's performance in many ways, including, but not limited to:

- A. City staff will ride or randomly check Contractor's service and report all problems, concerns, and aspects of the service.
- B. The City will randomly sample the Contractor's trips to analyze on-time performance, trip time, passenger treatment, and vehicle condition and cleanliness.
- C. The City will review and verify daily, weekly, and monthly operating invoices, trip sheets, and statistics provided by the Contractor.
- D. Vehicles will be subject (and made available within reasonable notice) to inspection.

Wheelchair Lift/Ramp Failure – Contractor must be responsible for the proper Operation and maintenance of all wheelchair lifts/ramps. Contractor must require vehicle operators to report all in service lift/ramp failures to the Contractor's supervisor. If the lift/ramp fails while attempting to board a wheelchair passenger, the supervisor must promptly arrange for alternate transportation for the passenger in the wheelchair inconvenienced by the breakdown. If the lift/ramp fails while attempting discharge of a wheelchair passenger, the operator must manually operate the lift/ramp and notify the supervisor. The supervisor must arrange a vehicle change as quickly as reasonably possible following any lift/ramp failure. Contractor must report all in service lift/ramp failures to the City not later than the start of the next day service, and must comply with applicable ADA regulations.

Passenger Disturbances – Contractor must instruct vehicle operators to report non-payment of fares; graffiti or other vandalism on the vehicles; and pushing, shoving, fighting, and any other disturbing or dangerous conduct to the Contractor's supervisor. The supervisor must use good judgment in handling the passenger disturbance by appraising the situation, issuing appropriate instructions to the operator, contacting the

City if necessary, and summoning the appropriate law enforcement services if necessary.

The Contractor must operate vehicles with due regard for the safety, comfort, and convenience of passengers. The Contractor must be responsible for project management. The City may establish rules and performance standards which are reasonable for operation of this service. Services should be provided as scheduled or according to any adjusted schedule established by the City, including route modifications required as a result of special events, road construction, or a declared emergency. Contractor must not be held responsible for the failure to provide timely service due to unusual weather or traffic conditions, unavoidable vehicle malfunctions, and/or naturally occurring disasters.

The Contractor and the City must meet periodically to evaluate performance of the system based upon the established standards. If the standards are not fulfilling their intended purpose, they will be adjusted based upon recommendations made by the Contractor with the concurrence and final decision by the City.

Liquidated Damages – Fixed Route Services

In the event that the Contractor fails to meet performance levels as described in this Request for Proposal, the City may deduct from sums due the Contractor as detailed below. Circumstances beyond the control of the Contractor, causing the Contractor to fail to comply with the stated performance requirement, will be considered as just cause on the part of the City to not assess performance penalties against the Contractor. Damages that would be suffered by the City cannot be ascertained with certainty, so the City and the Contractor agree to the following Liquidated Damages:

Notwithstanding the above caveat, the City may impose Liquidated Damages on the following basis:

- A. In the event the Contractor fails to commence service on July 1, 2019, the Contractor must pay the City liquidated damages of \$1,000.00 for each day of delay.
- B. Liquidated damages of \$100.00 per day may be assessed for all late reports.
- C. If any regulatory agency or funding source penalizes the City for late, incomplete or inaccurate data which was the Contractor's responsibility to collect and/or provide to the City, the liquidated damages must be the amount of the penalty and any administrative costs incurred by the City.
- D. Any vehicle not properly maintained to ensure safe operations for passengers may result in liquidated damages of \$100.00 per day, per vehicle. If the Contractor is found operating vehicles that have failed a safety inspection, the Contractor must be assessed liquidated damages of \$100.00 per day, per vehicle.

- E. Vehicles reported as dirty on three consecutive days may result in liquidated damages of \$100.00 per day, per vehicle. Liquidated damages must not be assessed for lack of cleanliness resulting from inclement weather.
- F. Liquidated damages of \$100.00 per day, per vehicle may be levied for any vehicles with inoperable systems longer than the same day of a breakdown, except for causes beyond the Contractor's control which have been properly communicated and documented to the City in writing.
- G. The City reserves the right, at its sole discretion, to inspect and reject temporarily or permanently by notice to Contractor, any vehicle the Contractor utilizes which the City deems unacceptable. In the event any revenue vehicle is rejected temporarily by the City as a result of deficient vehicle condition or appearance, \$500.00 per vehicle, per day must be assessed until the condition is corrected. In the event any revenue vehicle is rejected permanently by the City as a result of the vehicle's condition, Contractor must replace the vehicle and will be assessed \$500.00 per vehicle, per day until the vehicle is replaced with one that is acceptable to the City.
- H. Customer service is very important in building ridership and support for this service. Therefore, the fourth, and any additional, substantiated complaint about each service in any moving 30-day period must result in the Contractor paying a penalty of \$100.00 per substantiated complaint.
- I. The Contractor must maintain a satisfactory California Highway Patrol (CHP) terminal inspection throughout the life of the contract. Proof of CHP certification is required. If the Contractor receives an unsatisfactory rating from the CHP, the Contractor must notify the City immediately and state what is being done to correct the deficiency. If any vehicle has its operating permits revoked by any regulatory authority, the vehicle must not operate and a \$500.00 per vehicle, per day fine must be assessed until the vehicle is again placed into service.

Fixed Route Penalties

- A. If the successful wheelchair performance rate of the total wheelchair boarding's falls below 95% in any month, the liquidated damages must be \$250.00.
- B. If a trip on the fixed route system departs in advance of the scheduled departure time from the designated "transit center", the liquidated damages must be \$250.00 per occurrence.

Adherence to Schedule - the following liquidated damages must be imposed if, within any

30-day period, any of the following incidents occur after the occurrence of two (2) substantiated incidents:

- C. If a trip on the fixed route system departs more than five (5) minutes following the time set forth for departure from the transit center, the liquidated damages must be \$250.00 per occurrence. Exceptions will be granted if the trip had more than two (2) wheelchair boardings or alightings.
- D. If a trip on the fixed route system is not provided, the liquidated damages must be \$500.00 per occurrence (missed loops).

PART C

PROPOSAL SUBMISSION AND EVALUATION CRITERIA

The following section is provided to help ensure that all materials in this RFP are provided with proposal submissions. A checklist is provided at the end of this section and must be submitted with proposals. Failure to provide any of the requested items may result in a determination that the proposal is incomplete and non-responsive and will not be considered by the City. The response to this RFP must be made in accordance with the format set forth in this RFP. Failure to adhere to this format may be cause for rejection of the proposal as non-responsive.

PROPOSAL STYLE/FORMAT

Proposers are requested to submit the proposal typewritten on plain, white bond paper, 8 ½" x 11" in dimension, in booklet form. Expensive or elaborate artwork, paper, covers, exhibits, and visual or other presentation aids are neither necessary nor wanted. It is generally preferred that written material be single spaced, except where there is reason for double spacing.

Cover Sheet

Identify the Proposer along with complete contact information.

Letter of Transmittal

A letter offering the proposal in response to the RFP and signed by an executive of the company authorized to bind the company to its offer.

Required Materials

A copy of the formatted checklist is provided at the end of this section and must be submitted with the proposal.

Project Understanding

The Proposer should elaborate on what it sees as the critical path issues of this project. The Proposer is encouraged not to simply restate the scope of work for the project but rather demonstrate their unique observations and understanding of the service, its problems, and its potential. Proposals for the service should indicate an understanding for demand-response services and a plan for simultaneous coordination and operation of all services.

Experience and References

The Proposer should describe past and present experience in providing municipal transit services. The Proposer should provide a listing and description of all projects currently under contract to the Proposer, especially those that most closely represent the operation profile of the City's transit services.

Provide a reference for each project under contract, including the name, position title, address, and phone number for each. Please explain the reasons behind any contract terminated before its scheduled conclusion.

Start-Up Plan

Describe the activities and resources that will be put in place for initial start up of this project. This section must specifically include, at a minimum, the following information:

- A. Implementation Schedules – Provide a detailed timeline of all implementation preparations and factors.
- B. Facilities Location – Describe the facilities from which each function of this service will operate, including office space, maintenance, dispatching, driver's area, vehicle storage, fueling facilities, etc.

Administration Plan

Describe the procedures that will be established to administer the transit program. This section must specifically include, at a minimum, the following information:

- A. Communication Plan – Provide a description of the monthly reports that will be provided to the City. Describe the process to be used to capture, maintain, and produce reports with the data requested by the City for this project. Discuss what information will be communicated immediately, weekly, and monthly. Discuss the process used to investigate complaints and the potential follow-up actions that may be taken to ensure problems are not likely to occur again. Discuss methods to be used to maintain solid communication within the organization, including the maintenance of personnel records and communication of rules, procedures, and other information drivers are required to possess to ensure the quality delivery of service.
- B. Accounting Plan – Describe the methods you will use to process invoices, payroll, and other financial data. Describe the checks in place to ensure the accurate, timely processing of invoices, payroll, and other financial data.
- C. Fare Collection – Describe your proposed method for collecting and accounting for cash fares.
- D. Substance Abuse Testing – Describe the Substance Abuse Testing Program you have, or will have, in place. Drug-Free Workplace – Describe your plans

for certifying that you promote a drug-free workplace. If possible, provide a copy of your current Drug-Free Workplace Policy.

- E. Harassment – Describe your plans for certifying that you will have a policy prohibiting all forms of harassment in the workplace. If possible, provide a copy of your current policy on harassment in the workplace.

Operations Plan

Describe the procedures that will be established to operate the transit program. This section must specifically include, at a minimum, the following information:

- A. Services Plan – Describe the services the Proposer will provide. Details for each service are provided in the Scope of Services section of this RFP.
- B. Management Plan – List the Project Manager for this project and describe what unique abilities he/she brings to the project. Include a detailed resume of each management team member which lists their professional experience and length of time at each assignment including the length of time with the Proposer's organization.
- C. Staffing Plan – Describe the functional responsibilities of each position. The plan should discuss minimum job requirements for each position, screening procedures, training requirements, on-going staff evaluation process, personnel contingency plans and the relationship among positions. The Proposer must describe how it intends to minimize staff turnover and ensure stability and continuity. Include labor rates for operators and mechanics. Indicate whether or not drivers and mechanics will be represented by a union.
- D. Retention of Previous Employees -- If the proposer is a transit company seeking to replace an existing transit company, describe whether it will retain employees of the existing transit company per Labor Code § 1072.
- E. Training Program – Describe the training program proposed for the City's transit operations for the life of the contract. This must include training for drivers, mechanics, and administrative staff and must be accompanied by a schedule that describes the topics of training. Any outside agencies used in training MUST be identified in the Proposal.
- F. Operations Supervision Plan – Describe what methods, procedures, techniques and programs will be put in place to ensure delivery of consistent, high quality service. Please make a distinction between what the basic requirements will be for dispatching and supervision versus the extra efforts applied to address problems and issues.
- G. Safety Program – Describe in detail the driver and passenger safety program and the standards applied to the work force in terms of acceptable safety performance and the means used to measure such performance.
- H. Workforce Management Plan – Describe the operating procedures and tools that will be put in place to manage the work force. Include a description of internal policies and procedures including those related to codes of conduct, dress codes, etc. A copy of personnel policies and procedures should be

included in this section.

- I. Scheduling and Dispatching – Describe your method for scheduling and dispatching for the transit service. Describe your method for schedule adherence.

Maintenance Plan

Describe in detail the elements of your maintenance program, including, but not limited to, preventive maintenance, daily inspections, record keeping, staffing, road call procedures, and availability of back-up vehicles.

Insurance Adequacy

Provide evidence of the ability to acquire insurance with the type of coverage and insured amounts as detailed in Attachment A, Insurance Requirements.

Financial Information

Proposer should provide a minimum of two years audited financials for the company that will be contracting with the City for the transit services in this RFP. Provide letters from any creditors, banks, lenders, etc., to be used for the procurement of vehicles or facilities, or any other lines of credit needed to operate the services in this RFP.

Price Proposal Spreadsheet

Complete the Price Proposal Spreadsheet (Attachment B) of the RFP to arrive at the cost of the services being requested by the City for each of the anticipated contract years. The City will pay the Contractor for Vehicle Revenue Hours provided. For the Fixed Route services Contractor must allocate cost components and then provide the total Vehicle Hourly Rate for the services requires using the following form:

- D-1 Fixed Route Price Proposal

EVALUATION PROCESS AND CRITERIA

Review Panel

All proposals will be reviewed by a Selection Committee. The Selection Committee will evaluate each proposal according to the general evaluation criteria. The rating will then be adjusted based on the criterion's weighted value.

Initial Step

Before the City reviews and evaluates the completed proposal of any Proposer, it will first review the Proposer's:

- A. Ability to provide the adequate number of vehicles and personnel to operate the service;
- B. Insurance adequacy; and
- C. Financial plan.

If the Proposer fails to demonstrate the vehicle requirements, insurance proposal, and financial plan can be made to be acceptable, the Proposer's proposal will not be considered further.

Evaluation Process

The remaining proposals will be reviewed by the members of the Selection Committee (SC). The SC selected by the City will conduct the evaluation of proposals. The SC will evaluate the proposals based on their responsiveness to City requirements and needs. As part of the evaluation process, interviews with the Contractor's prospective Project Team, inclusive of the recommended Project Manager, may be conducted.

The City will solely determine the adequacy of content for the proposals submitted for evaluation and selection, and may reject all proposals, waive any irregularity in any of the proposals, or cancel or delay the project at any time. While the City favors economy and efficiency in all services paid for with public funds, price is not the only relevant factor in the City's choice of a Contractor. After an evaluation of all portions of the proposal, including, without limitation, level of experience, equipment, terms of service, references, and price, the Proposer who proposes the lowest price for the services required may not necessarily be awarded the contract. The City reserves the right to choose a Contractor who demonstrates the ability to provide the highest quality of service at a fair price.

Evaluation of the proposals will be based on the competitive selection process, in which the evaluation of proposals will not be limited to price alone, but to the four criteria outlined below. This RFP has been structured to provide specific requirements, which function as a standardized framework for evaluation of prospective Contractor's qualifications. Proposal instructions, conditions, and content are outlined in Part C (Proposal Submission and Evaluation Criteria) of this RFP. The Selection Committee will grade and rank responsive proposals in accordance with the following evaluation criteria:

A. Staffing/personnel program (including interviews , if any) 35%

Emphasis will be placed on interview of Project Team and, in particular, the Project Manager, adequacy of training programs, demonstrated safety record, scheduling and dispatching methodology, vehicle operator, vehicle deployment, daily/monthly project reporting, and the location and description of Proposer's facility. Adequacy of computer/internet service, phone system, and fax machine. Demonstrated experience in similar projects, references, understanding of system requirements, and ability to meet system performance goals, as well as comply with all technical and administrative requirements. Accounting, reporting, and insurance will also be considered. If the proposer is a transit company seeking to replace an existing

transit company, an additional 10% will be added to this score if the proposer retains employees of the existing transit company per Labor Code § 1072. In order for ANY proposer to qualify for the 10% credit, it must provide an affirmative statement in their bid declaring whether or not they commit to retaining the employees.

B. Price 20%

How well the Proposer demonstrates the best use of the overall costs for staffing, vehicle procurement, maintenance, etc., to most effectively operate the service and arrive at the overall service being requested.

C. Financial Viability of Contractor 10%

D. Experience/Technical Competence/Vehicles 35%

A description of the firm's organizational structure, history, list of owners and officers, capabilities and experience, and management philosophy. The Proposer should also provide a list of references of clients with similar projects, including name, address, telephone numbers, and length of service. Proposer should demonstrate capability to manage and operate an efficient paratransit service. References will be checked. Local references are preferred. Subcontractors should be noted. Adequacy of proposed vehicles.

Total 100%

CHECKLIST OF REQUIRED PROPOSAL MATERIALS

- _____ Cover Sheet
- _____ Letter of Transmittal
- _____ 1 original and 3 bound copies of proposal (clearly marked as required)
- _____ Acknowledgement of Addenda, if any
- _____ Statement that proposal is binding for 120 days from due date
- _____ Proof of Registry (good standing) with California Secretary of State
- _____ Proof of Participation – California DMV Pull Notice Program
- _____ Proof of CHP Certification
- _____ Project Understanding
- _____ Experience and References
- _____ Start-Up Plan
 - _____ Implementation Schedule
 - _____ Facilities Location
- _____ Administration Plan
- _____ Operations Plan
- _____ Maintenance Plan
- _____ Insurance Adequacy
 - _____ Waiver of Subrogation/signed endorsement
 - _____ Signed endorsement for Primary Insurance
 - _____ City listed as additional insured on all policies
- _____ Financial Information
- _____ Price Proposal Spreadsheet (Provide an electronic version of the Cost Proposal in Excel)
- _____ Exceptions to draft contract, if any

REQUIRED FORMS

Form A	Submittal Cover Page
Form B	Proposer Contact Information
Form C	Addenda Acknowledgement
Form D	Non-Collusion Affidavit for Contractor
Form E	Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
Form F	Fixed Route Client References

FORM A
SUBMITTAL COVER PAGE

**City of Monterey Park Fixed Route Transit
Services**

Bidder's Company Name _____

Legal Structure (corp./partner/proprietor) _____

Principal Office Address _____

City, St, Zip _____

Federal Employer Identification Number _____

I certify that this Proposer is sufficiently informed as to all matters affecting the performance of the work, and the furnishing of labor, supplies, material or equipment called for in this proposal; that the proposal has been checked for errors and omissions; and that the facts stated in the proposal are current and as intended and are a complete and correct statement of the facts stated therein for performing the work or furnishing the labor, supplies, materials or equipment required by the RFP. This Proposer waives any claim for the return of its proposal on account of errors or omissions claimed to have been made in its proposal or for any other reason.

I certify that this response fully complies with the requirements as defined in the RFP, and that I am an authorized representative of the company to bind the firm to this response to the RFP for a 120-day period.

I certify that this Proposer is NOT on the U.S. Comptroller General's list of ineligible firms for federally financed and assisted construction, materials, equipment contracts or services.

Name of Authorized Representative _____

Title _____

Signature of Authorized Representative _____

Date _____

FORM B
PROPOSER CONTACT INFORMATION

Proposer

Firm Name: _____

Authorized Representative Name: _____

Authorized Representative Title: _____

Telephone Number: _____

Email Address: _____

Secondary Contact Name: _____

Secondary Contact Title: _____

Telephone Number: _____

Email Address: _____

Subcontractors to Proposer

Firm Name: _____

Address: _____

City, State, Zip _____

Authorized Representative Name: _____

Authorized Representative Title: _____

Telephone Number: _____

Email Address: _____

Work to be performed: _____

Is firm a qualified DBE? ☐ No ☐ Yes, Qualifying Agency: _____

Annual dollar value of participation: \$ _____

Firm Name: _____

Address: _____

City, State, Zip _____

Authorized Representative Name: _____

Authorized Representative Title: _____

Telephone Number: _____

Email Address: _____

Work to be performed: _____

Is firm a qualified DBE? ☐ No ☐ Yes, Qualifying Agency: _____

Annual dollar value of participation: \$ _____

Attach additional pages as necessary.

**FORM C
ADDENDA ACKNOWLEDGEMENT**

**City of Monterey Park Local Transit Services
Fixed route**

CONTRACTOR NAME: _____

CONTRACTOR hereby acknowledges that it has received and read the following

Addenda:

Addendum # Signature _____

Addendum # Signature _____

Addendum # Signature _____

Addendum # Signature _____

Addendum # Signature _____

FORM D
NON-COLLUSION AFFIDAVIT FOR CONTRACTOR

STATE OF CALIFORNIA COUNTY OF LOS ANGELES

says: _____ (Name) declares and

1. That he/she is the (owner, partner, representative, or agent) of _____ (Contractor Name), hereinafter referred to as (CONTRACTOR) or (subcontractor).

2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work in the City of Downey, State of California.

3. That his/her proposal is genuine and is not collusive or a sham proposal.

4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including this affiliate, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other CONTRACTOR, firm, or person to submit a collusive or sham proposal in connection with such contract, or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other CONTRACTOR, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against City, or any person interested in the proposed contract; and,

5. That the price or prices quoted in the proposal are fair and proper, and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the CONTRACTOR, or any of its agents, owners, representatives, employees, or parties in interest, including this affiliate.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Signature of Authorized Representative _____

Date _____

Name of Authorized Representative _____

Title _____

FORM E
**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant _____ (Name of CONTRACTOR) certified to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not, within a five year period preceding this proposal, been convicted, or had a civil judgment rendered against them for commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;
- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. Have not within a five year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for default.

If the primary participant is unable to certify to any of the Statements in this certification, the participant must attach an explanation to this certification.

THE PRIMARY PARTICIPANT, _____ (Name of CONTRACTOR) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801 ET SEQUA ARE APPLICABLE THERETO.

Signature of Authorized Representative _____

Date _____

Name of Authorized Representative _____

Title _____

The undersigned chief legal counsel (or corporate secretary) for the hereby certifies that the authorized Representative above has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Attorney/Secretary _____

Date _____

FORM F
REFERENCE # _____
FIXED ROUTE CLIENT REFERENCES
Copy this form for each of the 3 required references

CLIENT AGENCY NAME: _____

SERVICE NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

PHONE NUMBER: (____) ____ - ____ ext. ____

CONTRACT STATUS:

- ☐ Contract current, Beginning Date: _____ End Date: _____
☐ Contract Ended: _____ (give date)

Reason for contract termination: _____

How long have/had you held this contract: _____ years

TYPE OF TRANSIT SERVICES MANAGED (check all that apply):

- ☐ Fixed Route: Number of Peak Vehicles: _____ Total Vehicles: _____
☐ Paratransit: Number of Peak Vehicles: _____ Total Vehicles: _____
☐ Other (describe): _____

PROVIDED BY CONTRACTOR (check all that apply):

- ☐ Revenue Vehicles ☐ Non-Service Vehicles ☐ Fuel
☐ Operating & Maint. Facility ☐ Radio Comm. System

Contractor must also list any contract that has been terminated and the reason of the termination of the contract in the last three years.

City of Monterey Park
RFP for Fixed Route Transit Services
Page 40 of 55

Attachments

Attachment A:	Insurance Requirement
Attachment B:	Price Proposal Forms
Attachment C:	Informational Brochure/Routes
Attachment D:	Staffing Spreadsheet
Attachment E:	Sample Agreement

ATTACHMENT A

CITY OF MONTEREY PARK

INSURANCE REQUIREMENTS
[MUST BE SUBMITTED WITH PROJECT PROPOSAL]

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits
Commercial general liability:	\$20,000,000 (Twenty Million Dollars)
Professional liability:	\$1,000,000 (One Million Dollars)
Business automobile liability:	\$20,000,000 (Twenty Million Dollars)
Workers compensation:	Statutory requirement

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

Professional liability coverage must be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," the Consultant must continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated ("extended insurance"). Such extended insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and cover the Consultant for all claims made by the City arising out of any errors or omissions of the Consultant, or its officers, employees or agents during the time this Agreement was in effect. Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, must provide coverage at least as broad as specified for the underlying coverage. Any such coverage provided under an umbrella liability policy must include a drop down

provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage must be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy must contain a provision obligating insurer at the time insured's liability exclusion precluding coverage for claims or suits by one insured against another. Coverage must be applicable to City for injury employees of Contractor, subcontractors or others involved in the work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$20,000,000 per occurrence.

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

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's consultant. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

Date

Bidder

ATTACHMENT B

CITY OF MONTEREY PARK

COST PROPOSAL SPREADSHEET

This form identifies the key cost components for the operation of the Fixed Route transit service. This cost information will be used in the evaluation of proposals. On an attached sheet of paper, please indicate back-up calculations made in preparing all component costs.

CHARTER REVENUE VEHICLE SERVICE HOURLY RATE (Total estimated annual hours – 200 hours)	\$ _____ per hour
--	-------------------

	FY 2019 - 2020	FY 2020 - 2021	FY 2021 - 2022	FY 2022 - 2023
HOURLY RATE COMPONENTS	YEAR 1	YEAR 2	YEAR 3	YEAR 4
1. Operating Costs (Describe Components)				
2. Maintenance Costs				
3. Administrative Costs				
4. Maintenance/Operating Facilities				
5. Insurance				
6. City and Other Fees/Taxes				
7. Capital Costs (Describe Components)				
8. Start-Up Costs				
9. Profit				
10. Other Costs (Describe Components)				
11. Total Costs (Sum of Lines 1-10)				
12. Vehicle Revenue Hours	19,000	19,000	19,000	19,000
13. Hourly Rate (Line 11 divided by Line 12)				

ATTACHMENT C

CITY OF MONTEREY PARK

FIXED ROUTES INFORMATIONAL BROCHURE/ROUTES

City of Monterey Park Spirit
www.montereypark.ca.gov 01/2016



For Information Call:
Para obtener mas información:
(626) 307-7842

請致電 (626) 307-7842
查詢有關詳情

Hours of Operations:
Horario de operación:
辦公時間:
Routes 1, 2, 3 & 4
Mon - Fri: 6:30 am to 6:30 pm
Sat: 9:10 am to 5:45 pm
Sun: No Service
No hay servicio
不提供服务
Route 5
Mon - Fri: 6:30 am to 6:30 pm
Sat & Sun: No Service
No hay servicio
不提供服务

Fare
Tarifa
票價

25c
50c

ROUTE 1							
City Hall	Garfield	Alamo	Alamo	Alamo	Alamo	Alamo	Alamo
Hall	Engen	Schulze	Duggan	El Portal	Alamo	Alamo	Alamo
06:30	06:34	06:40	06:44	06:49	06:54	—	—
07:10	07:14	07:20	07:24	07:29	07:34	—	—
07:50	07:54	08:00	08:04	08:09	08:14	—	—
08:30	08:34	08:40	08:44	08:49	08:54	—	—
09:10	09:14	09:20	09:24	09:29	09:34	—	—
09:50	09:54	10:00	10:04	10:09	10:14	—	—
10:30	10:34	10:40	10:44	10:49	10:54	—	—
11:10	11:14	11:20	11:24	11:29	11:34	—	—
11:50	11:54	12:00	12:04	12:09	12:14	—	—
12:30	12:34	—	12:40	12:44	12:49	12:54	—
01:10	01:14	—	01:20	01:25	01:29	01:34	—
01:50	01:54	—	02:00	02:05	02:09	02:14	—
02:30	02:34	—	02:40	02:45	02:49	02:54	—
03:10	03:14	—	03:20	03:25	03:29	03:34	—
03:50	03:54	—	04:00	04:05	04:09	04:14	—
04:30	04:34	—	04:40	04:45	04:49	04:54	—
05:10	05:14	—	05:20	05:25	05:29	05:34	—
05:50	05:54	—	06:00	06:05	06:09	06:14	—

ROUTE 2							
City Hall	Alamo	Alamo	Alamo	Alamo	Alamo	Alamo	Alamo
Hall	Engen	Schulze	Duggan	El Portal	Alamo	Alamo	Alamo
06:30	06:35	06:41	06:45	06:53	06:59	—	—
07:10	07:15	07:21	07:25	07:33	07:39	—	—
07:50	07:55	08:01	08:05	08:13	08:19	—	—
08:30	08:35	08:41	08:45	08:53	08:59	—	—
09:10	09:15	09:21	09:25	09:33	09:39	—	—
09:50	09:55	10:01	10:05	10:13	10:19	—	—
10:30	10:35	10:41	10:45	10:53	10:59	—	—
11:10	11:15	11:21	11:25	11:33	11:39	—	—
11:50	11:55	12:01	12:05	12:13	12:19	—	—
12:30	12:35	12:41	12:45	12:53	12:59	—	—
01:10	01:15	01:21	01:25	01:33	01:39	—	—
01:50	01:55	02:01	02:05	02:13	02:19	—	—
02:30	02:35	02:41	02:45	02:53	02:59	—	—
03:10	03:15	03:21	03:25	03:33	03:39	—	—
03:50	03:55	04:01	04:05	04:13	04:19	—	—
04:30	04:35	04:41	04:45	04:53	04:59	—	—
05:10	05:15	05:21	05:25	05:33	05:39	—	—
05:50	05:55	06:01	06:05	06:13	06:19	—	—

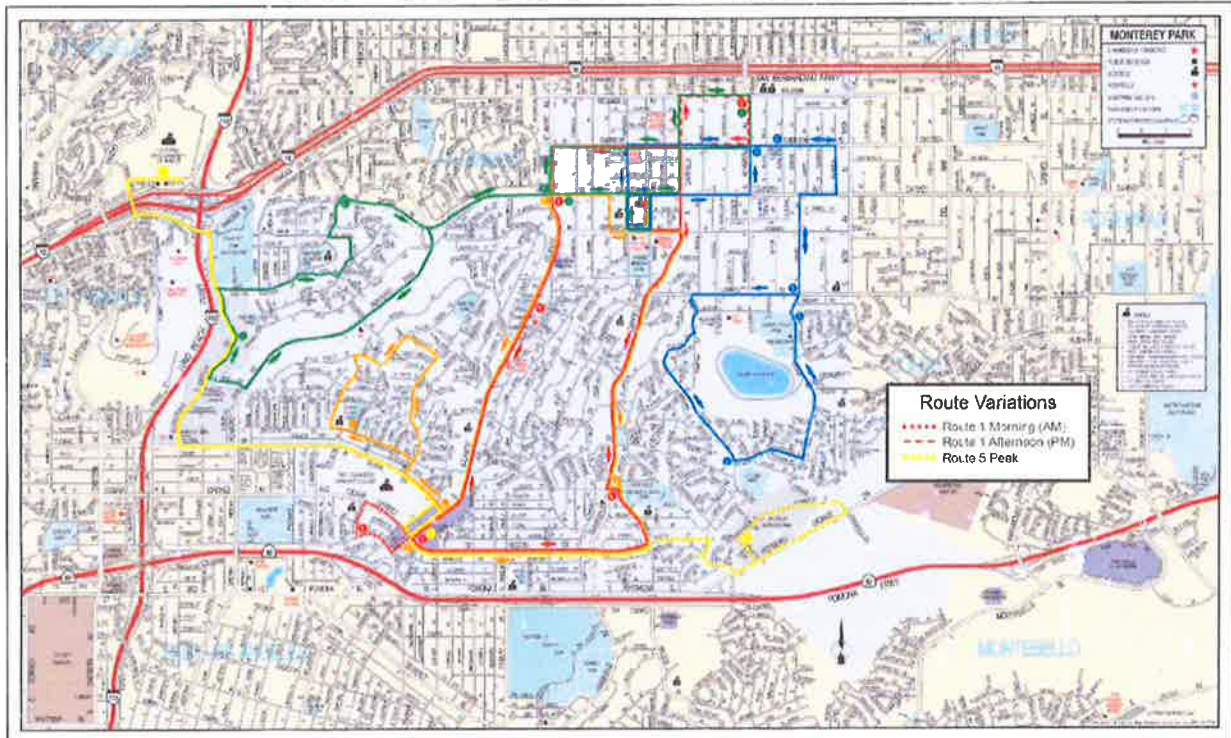
ROUTE 3							
City Hall	Alamo	Alamo	Alamo	Alamo	Alamo	Alamo	Alamo
Hall	Engen	Schulze	Duggan	El Portal	Alamo	Alamo	Alamo
06:30	06:37	06:42	06:47	06:51	06:58	—	—
07:10	07:17	07:22	07:27	07:31	07:38	—	—
07:50	07:57	08:02	08:07	08:11	08:18	—	—
08:30	08:37	08:42	08:47	08:51	08:58	—	—
09:10	09:17	09:22	09:27	09:31	09:38	—	—
09:50	09:57	10:02	10:07	10:11	10:18	—	—
10:30	10:37	10:42	10:47	10:51	10:58	—	—
11:10	11:17	11:22	11:27	11:31	11:38	—	—
11:50	11:57	12:02	12:07	12:11	12:18	—	—
12:30	12:37	12:42	12:47	12:51	12:58	—	—
01:10	01:17	01:22	01:27	01:31	01:38	—	—
01:50	01:57	02:02	02:07	02:11	02:18	—	—
02:30	02:37	02:42	02:47	02:51	02:58	—	—
03:10	03:17	03:22	03:27	03:31	03:38	—	—
03:50	03:57	04:02	04:07	04:11	04:18	—	—
04:30	04:37	04:42	04:47	04:51	04:58	—	—
05:10	05:17	05:22	05:27	05:31	05:38	—	—
05:50	05:57	06:02	06:07	06:11	06:18	—	—

ROUTE 4							
City Hall	Alamo	Alamo	Alamo	Alamo	Alamo	Alamo	Alamo
Hall	Engen	Schulze	Duggan	El Portal	Alamo	Alamo	Alamo
06:30	06:38	06:43	06:50	06:56	07:01	—	—
07:10	07:18	07:23	07:30	07:35	07:41	—	—
07:50	07:58	08:03	08:10	08:16	08:21	—	—
08:30	08:38	08:43	08:50	08:56	09:01	—	—
09:10	09:18	09:23	09:30	09:36	09:41	—	—
09:50	09:58	10:03	10:10	10:16	10:21	—	—
10:30	10:38	10:43	10:50	10:56	11:01	—	—
11:10	11:18	11:23	11:30	11:36	11:41	—	—
11:50	11:58	12:03	12:10	12:16	12:21	—	—
12:30	12:38	12:43	12:50	12:56	13:01	—	—
01:10	01:18	01:23	01:30	01:36	01:41	—	—
01:50	01:58	02:03	02:10	02:16	02:21	—	—
02:30	02:38	02:43	02:50	02:56	03:01	—	—
03:10	03:18	03:23	03:30	03:36	03:41	—	—
03:50	03:58	04:03	04:10	04:16	04:21	—	—
04:30	04:38	04:43	04:50	04:56	05:01	—	—
05:10	05:18	05:23	05:30	05:36	05:41	—	—
05:50	05:58	06:03	06:10	06:16	06:21	—	—

ROUTE 5							
EASTBOUND				WESTBOUND			
CSULA	Alamo	Alamo	Alamo	Alamo	Alamo	Alamo	CSULA
Rogin	Rogin	Saturn	Saturn	Saturn	Rogin	Rogin	CSULA
06:15	06:30	—	—	—	—	06:30	06:45
06:45	07:00	—	—	—	—	07:00	07:15
07:15	07:30*	07:45	—	07:45	—	08:00	08:15
08:15	08:30	—	—	—	—	08:30	08:45
08:45	09:00	—	—	—	—	09:00	09:15
09:00	09:15	—	—	—	—	09:15	09:30
09:30	09:45	—	—	—	—	09:45	10:00
10:00	10:15	—	—	—	—	10:15	10:30
10:30	10:45	—	—	—	—	10:45	11:00
11:00	11:15	—	—	—	—	11:15	11:30
11:30	11:45	—	—	—	—	11:45	12:00
12:00	12:15	—	—	—	—	12:15	12:30
12:30	12:45	—	—	—	—	12:45	01:00
01:00	01:15	—	—	—	—	01:15	01:30
01:30	01:45	—	—	—	—	01:45	02:00
02:00	02:15	—	—	—	—	02:15	02:30
02:30	02:45	—	—	—	—	02:45	03:00
03:00	03:15	—	—	—	—	03:15	03:30
03:15	03:30	—	—	—	—	03:30	03:45
03:45	04:00*	04:15	—	04:15	—	04:30	04:45
04:45	05:00	—	—	—	—	05:00	05:15
05:15	05:30	—	—	—	—	05:30	05:45
05:45	06:00	—	—	—	—	06:00	06:15

Holiday Service		Servicio de vacaciones		節假日服務	
Memorial Day	Días Conmemorativos	Routes 1-4: 9:10am-5:45pm	—	—	—
July 4th	4 de Julio	Route 5: No Service	—	—	—
美國獨立日	美國獨立日	No hay servicio	—	—	—
Labor Day	Día de Trabajo	行程 不提供服务	—	—	—
勞工節	勞工節	—	—	—	—
Thanksgiving Day	Día de Acción de Gracias	No Service	—	—	—
感恩節	感恩節	No hay servicio	—	—	—
Christmas Day	Día de Navidad	—	—	—	—
聖誕節	聖誕節	—	—	—	—
New Year's Day	Día de Año Nuevo	—	—	—	—
元旦	元旦	—	—	—	—

CITY OF MONTEREY PARK



ATTACHMENT D

CITY OF MONTEREY PARK

PROPOSED STAFFING

Position Type from RFP	Contractor Position Title	Full Time # of Persons	Part Time # of Persons	FTE Hours (2080)	Average FT Annual Salary	FT % Benefits	Average PT Hourly Rate	PT % Benefits
General Manager					\$0	0.00%		
Operations Manager					\$0	0.00%		
Maintenance Manager					\$0	0.00%		
Safety and Training Manager					\$0	0.00%		
Road Supervisor					\$0	0.00%	\$0	0.00%
Dispatcher					\$0	0.00%	\$0	0.00%
Bus Operator					\$0	0.00%	\$0	0.00%
Other (Specify)					\$0	0.00%	\$0	0.00%
Other (Specify)					\$0	0.00%	\$0	0.00%
Maintenance Manager/Supervisor					\$0	0.00%	\$0	0.00%
Mechanics					\$0	0.00%	\$0	0.00%
Mechanic/Technician					\$0	0.00%	\$0	0.00%
Service Worker/Fueler					\$0	0.00%	\$0	0.00%
Maintenance Clerk					\$0	0.00%	\$0	0.00%
Other (Specify)					\$0	0.00%	\$0	0.00%
Other (Specify)					\$0	0.00%	\$0	0.00%
Transit Analyst					\$0	0.00%	\$0	0.00%
Customer Service					\$0	0.00%	\$0	0.00%
Administrative Assistant/Clerk					\$0	0.00%	\$0	0.00%
Other (Specify)					\$0	0.00%	\$0	0.00%
Other (Specify)					\$0	0.00%	\$0	0.00%

ATTACHMENT E
CITY OF MONTEREY PARK
SAMPLE AGREEMENT FOR FIXED ROUTE TRANSIT SERVICE

This Agreement is made as of this ____ day of ____ by and between the City of Monterey Park ("City"), a municipal corporation and general law city, and _____, a _____ ("Contractor").

This Agreement is entered into with reference to the following:

A. The City invited proposals for operations and maintenance of _____ pursuant to a Request for Proposal ("RFP") dated _____. The RFP is attached as Exhibit "A," and incorporated by reference.

B. Contractor submitted a proposal ("Contractor's Proposal") for fixed route transit service dated _____. The Contractor's Proposal and addendum are attached as Exhibit "B," and incorporated by reference.

C. The City Council awarded this Agreement to the Contractor on _____.

D. City and Contractor agree as follows:

(1) **Commencement and Term of Agreement.** The term of this Agreement, and Contractor's performance, begins _____ and ends _____, unless earlier terminated as provided in this Agreement.

At least six (6) months before June _____, Contractor must provide written notice to City of its interest to extend this Agreement up to an additional two (2) years. Upon receipt, the City may, in its sole discretion, extend this Agreement for additional time, up to two (2) years, beyond the initial term. The Contractor Fee for additional time is provided in Sections (12) and (13).

(2) **Scope of Work.** Contractor must perform all work necessary to provide fixed route transit service using City owned transit vehicles as provided for in the RFP, the Contractor's Proposal and this Agreement (collectively, the "Agreement"). Whenever either the RFP, Contractor's Proposal, or this Agreement conflicts, or a particular task or service is described in a more limited or different manner, then the document requiring a greater obligation or burden upon the Contractor applies, as determined by City.

(3) **Modifications to Service.** City may modify transit service provided by Contractor, including, without limitation, adding or deleting transit stops, extending, deleting or adding routes, and expanding or decreasing service hours and/or days.

The City may increase or reduce annual revenue vehicle hours at the vehicle revenue hour rates set forth in Section (12) of this Agreement. City must provide Contractor at least 10 days written notice of such modification. No adjustment other than to the rate change for such modified hours may be made on account of such modification.

(4) **Emergency Service.** At the request of City, Contractor must deliver operational City transit vehicles to designated locations for emergency use as directed by City.

(5) Personnel

(a) Contractor's key personnel to perform the Project Work must be those listed in Contractor's Proposal. Contractor represents, warrants and agrees that all personnel used for the Project Work must be under its direct supervision and control and be fully qualified and appropriately credentialed. Contractors' personnel must perform their duties and obligations in a professional and competent manner. City may demand a change in personnel if City, in its opinion, determines that such personnel is not performing to satisfactory standards.

(b) All drivers and operational personnel performing transit service work under this Agreement must be recruited, hired, and trained by Contractor pursuant to the standards set forth in the RFP and Contractor's Proposal.

(6) Nondiscrimination.

(a) In providing for the performance of the Project Work, Contractor cannot discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, age or national origin and must comply with all applicable laws and ordinances.

(b) Contractor will not discriminate and will take affirmative action to ensure that employees are not discriminated against on the basis of race, color, religion, political belief, marital status, age, national origin, sex or handicap not limiting the ability of the person to perform the job contemplated. Such action will include, without limitation, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection or training, including apprenticeship. Such action must comply with Executive Order 11246 amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60).

(7) Risk Management/Safety. Contractor must perform all services as set forth in Contractor's Proposal for risk management and safety.

(8) Insurance. Contractor must procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with Contractor's performance. The cost of such insurance is borne by Contractor. City may terminate this Agreement for Contractor's failure to procure and/or maintain the proper insurance.

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

Type of Insurance	Limits
Commercial general liability:	\$20,000,000
Business automobile liability	\$20,000,000
Workers compensation	Statutory requirement

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

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

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

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

(f) All Coverages. Each insurance policy required by this clause must be endorsed to state that coverage cannot be cancelled except after thirty (30) days prior written notice by mail has been given to City, or ten (10) days' notice if cancellation is due to nonpayment of a premium.

(9) **Performance Bond.** Upon execution of this Agreement, Contractor must procure at its expense and post with City an unconditional performance bond in the amount of One Hundred Thousand Dollars (\$100,000) in favor of City and executed by a corporate surety authorized to conduct business as a surety in the State of California. Said performance bond must ensure the faithful performance by Contractor of the terms and conditions of this Agreement. Said performance bond must remain in full force and effect for the term of this Agreement. The City can call upon the performance bond upon termination of this Agreement "for cause" as defined in Section (24).

(10) **License Fees, Taxes, and Permits.** Contractor has the sole obligation to pay any license fees, assessments and taxes, including, without limitation, use, sales, property or other taxes, plus applicable penalties and interest which may be imposed upon Contractor by any governmental agency as a result of the operation of the equipment that is the subject of this Agreement.

(11) Liquidated Damages.

(a) The parties agree that failure of Contractor to meet the standards set forth in Section R of the attached Exhibit "A" in the Scope of Work, which is incorporated by reference,

constitutes a breach of this Agreement. The parties agree that this breach will result in damage and injury to City. The parties further agree, however, that actual damages incurred by City as result of such breach is difficult if not impossible to ascertain with any degree of certainty or accuracy. Accordingly, the parties have negotiated and have agreed that Contractor is liable to City, and must pay, for liquidated damages, and not as a penalty, the amounts in Section R of the Scope of Work in Exhibit "A." Failure to cure this breach may result in City terminating this agreement and executing the performance bond.

(b) Contractor must commence service on _____. The parties agree that failure of Contractor to meet this standard constitutes a default of this Agreement. The parties agree that this default will result in damage and injury to City. The parties further agree, however, that actual damages incurred by City as result of such default is difficult if not impossible to ascertain with any degree of certainty or accuracy. Accordingly, the parties have negotiated and have agreed that Contractor is liable to, and must pay, City for liquidated damages, and not as a penalty, \$2,000.00 for each service day the Contractor fails to commence service up to 30 days. If City determines that the Contractor has been delayed in commencing service due to causes beyond its control and without the fault or negligence of the Contractor, City may extend the time for commencing service. Any request for an extension must be in writing to City and agreed to before the commencement date. The decision to grant and the length of the extension is at City's sole discretion. Should Contractor be unable to commence service 30 days after the commencement date, Contractor forfeits to City the \$100,000.00 performance bond for failure to perform.

(c) City may withhold from any moneys payable on account of services performed by Contractor any accrued liquidated damages.

(12) **Contractor Fee.** For services rendered by Contractor under this Agreement, City agrees to pay Contractor the sum of \$_____ per revenue vehicle service hour as awarded by City Council. A revenue vehicle service hour is defined as every hour or fraction of an hour that a transit vehicle is operating from the first passenger pickup point to the last passenger delivery point as designated by the City. Deadheading and storage does not constitute vehicle service.

(13) **Annual Adjustment for CPI.** Beginning _____ and each July 1st thereafter, the rate for regular service hours, maximum cumulative payment, the rate for additional vehicle service hours and additional cumulative payment will be increased on a percentage basis using the percentage increase in the consumer price index ("CPI") for all urban consumers as calculated by the United States Department of Labor, Bureau of Labor Statistics, for the Los Angeles –Riverside-Orange County area, all items, subject to a maximum annual adjustment of three and a half percent (3½%). Notwithstanding the Los Angeles-Riverside-Orange County Consumer Price Index, the rates will not fall below the rates provided in Section (12).

(14) **Payment.** Contractor must invoice City on a monthly basis for services rendered. Each invoice must include a monthly report in a format (and with information) approved by City. City must pay Contractor monthly and within a reasonable time from receipt of invoice, consistent with City's normal accounts payable practices and procedures. Under normal circumstances, Contractor will receive payment within 30 days of invoice.

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

(a) For purposes of this section "City" includes City's officers, officials, employees, and representatives.

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

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

(d) The Contractor acknowledges that it has fully informed itself of the contents and meaning of this hold harmless agreement, and has so executed it with full knowledge thereof, and that the terms are contractual and not a mere recital. These requirements also apply to any subcontractor whose hazards are not covered by the Contractor's insurance policies.

(16) Conflict of Interest/Undue Influence/Indemnification.

(a) No official, officer or employee of City can have any financial interest, direct or indirect, in this Agreement or the proceeds thereof during his/her tenure with City or for period of one year thereafter. Contractor affirms that there exists no actual or potential financial interest between the Contractor's receipt of proceeds for the work to be performed in connection with the Project Work under this Agreement and any official, officer or employee of City.

(b) Contractor declares and warrants that no undue influence or pressure was or will be used against or in concert with any official, officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No official, officer or employee of City can receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section is a material breach of this Agreement entitling City to any and all remedies at law or in equity.

(c) Contractor agrees to indemnify, defend and hold harmless City, its officials, officers, attorneys and employees from and against any and all claims, losses and liabilities, lawsuits, demands, actions, damages and costs of any type, including without limitation costs of suit and attorneys fees, relating directly to, or arising out of or in connection with any claim,

proceeding, lawsuits or actions, whether judicial or administrative, related to any alleged breach of this section, or violation of Government Code §§ 1090, *et seq.*, the California Political Reform Act (Government Code §§ 87100, *et seq.*), or any conflict of interest law or regulation.

(17) **Successors/Assigns.** This Agreement covers general services of a specific and unique nature and Contractor can neither assign any rights nor delegate any duties under this Agreement without City's prior written consent which may be withheld at City's sole discretion. The parties understand and agree that by entering into this Agreement, Contractor is not the sole or exclusive contractor for fixed route transit service in City. City may enter into other contracts for fixed route transit service or bus service in City during the duration of this Agreement or any extension thereto.

(18) **Force Majeure.** Contractor is excused from performing obligations under this Agreement during the time and to the extent that it is prevented from performing by cause beyond its control, including, without limitation: any incident of fire, flood or strike, commandeering of material, products, plants or facilities by the federal, state or local government; terrorist acts; riots, strikes, war, or civil disorder; unavailability of fuel.

(19) **Amendments.** The provisions of this Agreement cannot be amended or altered except by a written instrument fully executed by each of the parties. This Agreement embodies the entire understanding between the parties and supersedes any prior written or oral agreements or understandings not incorporated herein.

(20) **Authority.** Each person executing this Agreement on behalf of Contractor represents and warrants (i) his authority to do so on behalf of Contractor, and (ii) that such authority has been duly and validly conferred by Contractor's board of directors.

(21) **No Waiver.** City's failure to enforce any provision of this Agreement with respect to a default hereunder does not constitute a waiver of City's right to enforce any other term or provision of this Agreement. The waiver of City of any default under any term or provision of this Agreement cannot be deemed to be a waiver of any other term or provision hereof or any subsequent default, whether of the same or any other term or provision of this Agreement.

(22) **Agency/Independent Contractor.** Except as City may specify in writing, Contractor does not have authority, express or implied, to act on behalf of City in any capacity whatsoever, as an agent. Contractor does not have authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever. Contractor and all of its employees are independent contractors and not employees of City.

(23) **Notices.** Any notice must be given by either personal delivery, or by registered or certified first class United States mail, U.S. Postal Service's Express Mail or Federal Express, and shall be deemed received upon two (2) days after mailing. In each case postage must be prepaid and return receipt shall be requested, addressed as follows:

Contractor: _____

City: _____

(24) Termination of Agreement

(a) The City may terminate this Agreement with or without cause at City's sole discretion at any time. City may terminate this Agreement upon ten (10) days written notice for cause including, without limitation:

(1) Bankruptcy of the Contractor or assignment by it for the benefit of its creditors.

(2) Failure or refusal of the Contractor to correct or perform a service specified herein within 5 working days after the second written warning for the same offense.

(3) Failure or refusal of the Contractor to comply with the instructions of City or with applicable Federal, State and local governing laws or code. Contractor is to be particularly aware of the State of California Administrative Code, Title 13, Motor Vehicles, published by State of California, Office of Administrative Procedure, Department of General Services.

(4) Failure of the Contractor to notify City within twenty-four (24) hours if it has received an "Unsatisfactory" rating by California Highway Patrol Motor Carrier Safety inspectors or City Police Department, or failure of the Contractor to provide evidence to City within thirty (30) days of receiving such an "unsatisfactory rating" that its maintenance facilities and fleet have been re-inspected and have received a "Satisfactory" rating. Either such failure may result in forfeiture of the \$100,000 performance bond and/or may be cause for termination of this Agreement.

(5) Cease of operation for more than 48 hours without prior City approval.

(b) Failure by the Contractor to perform any of its obligations does not constitute a breach of this Agreement if such failure is excused pursuant to this Agreement. Notwithstanding the foregoing, if Contractor fails to perform within thirty (30) days, City has the right to terminate this Agreement upon five (5) days written notice. Such termination is considered "for cause," and Contractor may not claim any damages against City for the termination action.

(c) City reserves the right to withhold payment to the Contractor, suspend the Agreement, and/or provide substitute service with all charges in excess of contract rates therefore to be paid by the Contractor in the event the Contractor fails to meet any of the specifications with regard to vehicle or service quality as described pursuant to this Agreement, until such time as City determines that the Contractor has satisfactorily corrected any such deficiencies. Such

suspension is considered “for cause,” and the Contractor may not claim any damages against City for such suspension action.

(25) **Applicable Law and Venue.** The law of the State of California applies to the interpretation and enforcement of this Agreement. Pending final resolution of a dispute hereunder, the Contractor must proceed diligently with the performance of this Agreement and in accordance with City’s decision. Venue for any dispute is Los Angeles County Superior Court.

(26) **Construction.** It is deemed that this Agreement was prepared by the parties jointly and equally, and cannot be interpreted against either party on the grounds that the party prepared the Agreement or caused it to be prepared. Both City and Contractor were represented by legal counsel and have had equal opportunity to review and revise the terms and form of this Agreement before execution of this Agreement.

(27) **Taxpayer Identification Number.** Contractor will provide City with a Taxpayer Identification Number.

(28) **Waiver.** A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

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

(30) **Non-Appropriation of Funds.** Payments due and payable to Contractor for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of City. In the event City has not appropriated sufficient funds for payment of Contractor services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY OF MONTEREY PARK

By: _____
Ron Bow
City Manager

By: _____
Print Name: _____
Title: _____

ATTEST:

Vicent Chang, City Clerk

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Karl H. Berger, Assistant City Attorney

ATTACHMENTS:

Exhibit A - Scope of Services

Exhibit B - Payment Rates & Terms

Exhibit C - Insurance Requirements

Exhibit D - City's Request for Proposals (RFP)

Exhibit E - Contractor's Proposal

ATTACHMENT 2

Spirit Bus Operations and Maintenance Agreement

FIRST AMENDMENT TO
AGREEMENT NO. 1636-A BETWEEN
THE CITY OF MONTEREY PARK AND FIRST TRANSIT, INC.

THIS FIRST AMENDMENT ("Amendment") to Agreement No. 1636-A (the "Agreement") is made and entered into this 17 day of May, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation existing under the laws of California ("CITY"), and FIRST TRANSIT, INC ("CONTRACTOR").

1. Pursuant to Section 19 of the Agreement, Section 1, Commencement and Term of Agreement, is amended to exercise the Contractor's written notice dated December 29, 2017 to extend the Agreement for an additional one (1) year, effective July 1, 2018 and ending June 30, 2019.

2. Pursuant to Section 13 of the Agreement, annual adjustment for CPI begins July 1, 2018.

3. Except as modified by this Amendment, all other terms and conditions of Agreement No. 1636-A remain the same.

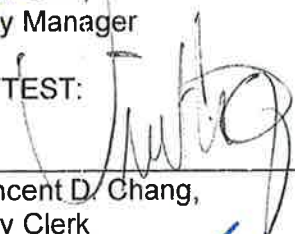
IN WITNESS WHERE OF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF MONTEREY PARK



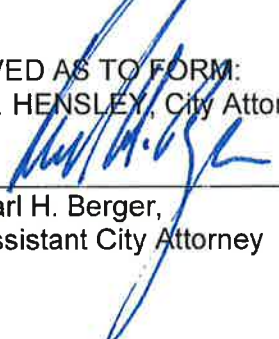
Ron Bow,
City Manager

ATTEST:



Vincent D. Chang,
City Clerk

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

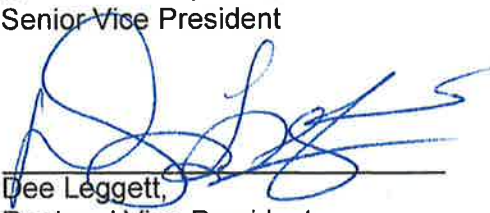
By: 

Karl H. Berger,
Assistant City Attorney

FIRST TRANSIT, INC.



Nicholas Promponas,
Senior Vice President



Dee Leggett,
Regional Vice President

Taxpayer ID No. 23-1716119
Business License No. 088339

TRANSIT AGREEMENT FOR FIXED ROUTE TRANSIT SERVICE

This Agreement is made as of this 6 day of may by and between the City of Monterey Park ("City"), a municipal corporation and general law city, and First Transit, Inc., a Delaware corporation ("Contractor").

This Agreement is entered into with reference to the following:

A. The City invited proposals for operations and maintenance of heavy-duty mid-sized transit vehicles pursuant to a Request for Proposal ("RFP") dated February 26, 2015. The RFP is attached as Exhibit "A," and incorporated by reference.

B. Contractor submitted a proposal ("Contractor's Proposal") for fixed route transit service dated April 6, 2015. The Contractor's Proposal and addendum are attached as Exhibit "B," and incorporated by reference.

C. The City Council awarded this Agreement to the Contractor on May 6, 2015.

D. City and Contractor agree as follows:

(1) **Commencement and Term of Agreement.** The term of this Agreement, and Contractor's performance, begins July 1, 2015 and ends June 30, 2018, unless earlier terminated as provided in this Agreement.

At least six (6) months before June 30, 2018, Contractor must provide written notice to City of its interest to extend this Agreement up to an additional two (2) years. Upon receipt, the City may, in its sole discretion, extend this Agreement for additional time, up to two (2) years, beyond the initial term. The Contractor Fee for additional time is provided in Sections (12) and (13).

(2) **Scope of Work.** Contractor must perform all work necessary to provide fixed route transit service using City owned transit vehicles as provided for in the RFP, the Contractor's Proposal and this Agreement (collectively, the "Agreement"). Whenever either the RFP, Contractor's Proposal, or this Agreement conflicts, or a particular task or service is described in a more limited or different manner, then the document requiring a greater obligation or burden upon the Contractor applies, as determined by City.

Prior to the commencement of the Contractor's responsibilities under the Contract, City will authorize a third party vehicle inspector that is acceptable to the Contractor to inspect all City vehicles and equipment covered in the Agreement and shall verify that all vehicles and equipment are in safe operating condition and good running order. The vehicle maintenance inspector will compile a master list of all findings that include, but not limited to, the results of the sample oil testing and inspection of diesel particulate filter equipment. If repairs/maintenance identified in the vehicle inspector's master list are not completed by the commencement of the Contract, the City will arrange for these repairs at City's expense through a third party vehicle maintenance provider that is acceptable to the Contractor.

(3) **Modifications to Service.** City may modify transit service provided by Contractor, including, without limitation, adding or deleting transit stops, extending, deleting or adding routes, and expanding or decreasing service hours and/or days.

The City may increase or reduce annual revenue vehicle hours at the vehicle revenue hour rates set forth in Section (12) of this Agreement. City must provide Contractor at least 10 days written notice of such modification. Where such increases or reductions impact by greater than 20% the service levels under the assumed routes, schedules, days of service, hours or miles contained in the RFP, Contractor shall be permitted to adjust rates commensurately to cover increases or decreases in cost structure associated with such changes by the City. No adjustment other than to the rate change for such modified hours may be made on account of such modification.

(4) **Emergency Service.** At the request of City, Contractor must deliver operational City transit vehicles to designated locations for emergency use as directed by City.

(5) **Personnel**

(a) Contractor's key personnel to perform the Project Work must be those listed in Contractor's Proposal. Contractor represents, warrants and agrees that all personnel used for the Project Work must be under its direct supervision and control and be fully qualified and appropriately credentialed. Contractors' personnel must perform their duties and obligations in a professional and competent manner. City may demand a change in personnel if City, in its opinion, determines that such personnel is not performing to satisfactory standards.

(b) All drivers and operational personnel performing transit service work under this Agreement must be recruited, hired, and trained by Contractor pursuant to the standards set forth in the RFP and Contractor's Proposal.

(6) **Nondiscrimination.**

(a) In providing for the performance of the Project Work, Contractor cannot discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, age or national origin and must comply with all applicable laws and ordinances.

(b) Contractor will not discriminate and will take affirmative action to ensure that employees are not discriminated against on the basis of race, color, religion, political belief, marital status, age, national origin, sex or handicap not limiting the ability of the person to perform the job contemplated. Such action will include, without limitation, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection or training, including apprenticeship. Such action must comply with Executive Order 11246 amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60).

(7) **Risk Management/Safety.** Contractor must perform all services as set forth in Contractor's Proposal for risk management and safety.

(8) **Insurance.** Contractor must procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or

in connection with Contractor's performance. The cost of such insurance is borne by Contractor. City may terminate this Agreement for Contractor's failure to procure and/or maintain the proper insurance.

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

Type of Insurance	Limits
Commercial general liability:	\$20,000,000
Business automobile liability	\$20,000,000
Workers compensation	Statutory requirement

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

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

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

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

(f) All Coverages. Each insurance policy required by this clause must be endorsed to state that coverage cannot be cancelled except after thirty (30) days prior written notice by mail has been given to City, or ten (10) days' notice if cancellation is due to nonpayment of a premium.

(9) Performance Bond. Upon execution of this Agreement, Contractor must procure at its expense and post with City an unconditional performance bond in the amount of One Hundred Thousand Dollars (\$100,000) in favor of City and executed by a corporate surety authorized to conduct business as a surety in the State of California. Said performance bond

must ensure the faithful performance by Contractor of the terms and conditions of this Agreement. Said performance bond must remain in full force and effect for the term of this Agreement. The City can call upon the performance bond upon termination of this Agreement "for cause" as defined in Section (24).

(10) License Fees, Taxes, and Permits. Contractor has the sole obligation to pay any license fees, assessments and taxes, including, without limitation, use, sales, property or other taxes, plus applicable penalties and interest which may be imposed upon Contractor by any governmental agency as a result of the operation of the equipment that is the subject of this Agreement. The City has the sole obligation to pay any fees associated with vehicle registration, licensing, and permits.

(11) Liquidated Damages.

(a) The parties agree that failure of Contractor to meet the standards set forth in Section R of the attached Exhibit "A" in the Scope of Work, which is incorporated by reference, constitutes a breach of this Agreement. The parties agree that this breach will result in damage and injury to City. The parties further agree, however, that actual damages incurred by City as result of such breach is difficult if not impossible to ascertain with any degree of certainty or accuracy. Accordingly, the parties have negotiated and have agreed that Contractor is liable to City, and must pay, for liquidated damages, and not as a penalty, the amounts in Section R of the Scope of Work in Exhibit "A." Failure to cure this breach may result in City terminating this agreement and executing the performance bond.

(b) Contractor must commence service on July 1, 2015. The parties agree that failure of Contractor to meet this standard constitutes a default of this Agreement. The parties agree that this default will result in damage and injury to City. The parties further agree, however, that actual damages incurred by City as result of such default is difficult if not impossible to ascertain with any degree of certainty or accuracy. Accordingly, the parties have negotiated and have agreed that Contractor is liable to, and must pay, City for liquidated damages, and not as a penalty, \$2,000.00 for each service day the Contractor fails to commence service up to 30 days. If City determines that the Contractor has been delayed in commencing service due to causes beyond its control and without the fault or negligence of the Contractor, City may extend the time for commencing service. Any request for an extension must be in writing to City and agreed to before the commencement date. The decision to grant and the length of the extension is at City's sole discretion. Should Contractor be unable to commence service 30 days after the commencement date, Contractor forfeits to City the \$100,000.00 performance bond for failure to perform.

(c) City may withhold from any moneys payable on account of services performed by Contractor any accrued liquidated damages.

(d) The City must notify the Contractor of penalties assessed within thirty (30) days so that the Contractor has the opportunity to investigate the matter in order to either correct the cause of the penalty(ies) or to establish the Contractor is not responsible or did not cause the delay/occurrence. If the Authority fails to alert the Contractor within thirty (30) days of any penalties, the penalties will be waived. Additionally, liquidated damages shall not be assessed for any reason during the first month of the initial term. Liquidated damages shall not be assessed at

any time during the term when such delays or failures are due to weather, road construction or traffic delays beyond the control of contractor. For the first three months of the Contract, liquidated damages shall not be assessed for any reason associated with pending vehicle maintenance/repairs that were identified in the vehicle inspector's master list.

(12) **Contractor Fee.** For services rendered by Contractor under this Agreement, City agrees to pay Contractor the sum of \$42.08 per revenue vehicle service hour as awarded by City Council. A revenue vehicle service hour is defined as every hour or fraction of an hour that a transit vehicle is operating from the first passenger pickup point to the last passenger delivery point as designated by the City. Deadheading and storage does not constitute vehicle service.

(13) **Annual Adjustment for CPI.** Beginning July 1, 2016 and each July 1st thereafter, the rate for regular service hours, maximum cumulative payment, the rate for additional vehicle service hours and additional cumulative payment will be increased on a percentage basis using the percentage increase in the consumer price index ("CPI") for all urban consumers as calculated by the United States Department of Labor, Bureau of Labor Statistics, for the Los Angeles -Riverside-Orange County area, all items, subject to a maximum annual adjustment of three and a half percent (3½%). Notwithstanding the Los Angeles-Riverside-Orange County Consumer Price Index, the rates will not fall below the rates provided in Section (12).

(14) **Payment.** Contractor must invoice City on a monthly basis for services rendered. Each invoice must include a monthly report in a format (and with information) approved by City. City must pay Contractor monthly and within a reasonable time from receipt of invoice, consistent with City's normal accounts payable practices and procedures. Under normal circumstances, Contractor will receive payment within 30 days of invoice.

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

(a) For purposes of this section "City" includes City's officers, officials, employees, and representatives.

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

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

(d) The Contractor acknowledges that it has fully informed itself of the contents and meaning of this hold harmless agreement, and has so executed it with full knowledge thereof, and that the terms are contractual and not a mere recital. These requirements also apply to any subcontractor whose hazards are not covered by the Contractor's insurance policies.

(16) Conflict of Interest/Undue Influence/Indemnification.

(a) No official, officer or employee of City can have any financial interest, direct or indirect, in this Agreement or the proceeds thereof during his/her tenure with City or for period of one year thereafter. Contractor affirms that there exists no actual or potential financial interest between the Contractor's receipt of proceeds for the work to be performed in connection with the Project Work under this Agreement and any official, officer or employee of City.

(b) Contractor declares and warrants that no undue influence or pressure was or will be used against or in concert with any official, officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No official, officer or employee of City can receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section is a material breach of this Agreement entitling City to any and all remedies at law or in equity.

(c) Contractor agrees to indemnify, defend and hold harmless City, its officials, officers, attorneys and employees from and against any and all claims, losses and liabilities, lawsuits, demands, actions, damages and costs of any type, including without limitation costs of suit and attorneys fees, relating directly to, or arising out of or in connection with any claim, proceeding, lawsuits or actions, whether judicial or administrative, related to any alleged breach of this section, or violation of Government Code §§ 1090, *et seq.*, the California Political Reform Act (Government Code §§ 87100, *et seq.*), or any conflict of interest law or regulation.

(17) Successors/Assigns. This Agreement covers general services of a specific and unique nature and Contractor can neither assign any rights nor delegate any duties under this Agreement without City's prior written consent which may be withheld at City's sole discretion. The parties understand and agree that by entering into this Agreement, Contractor is not the sole or exclusive contractor for fixed route transit service in City. City may enter into other contracts for fixed route transit service or bus service in City during the duration of this Agreement or any extension thereto.

(18) Force Majeure. Contractor is excused from performing obligations under this Agreement during the time and to the extent that it is prevented from performing by cause beyond its control, including, without limitation: any incident of fire, flood or strike, commandeering of material, products, plants or facilities by the federal, state or local government; terrorist acts; riots, strikes, war, or civil disorder; unavailability of fuel.

(19) Amendments. The provisions of this Agreement cannot be amended or altered except by a written instrument fully executed by each of the parties. This Agreement embodies the entire understanding between the parties and supersedes any prior written or oral agreements or understandings not incorporated herein.

(20) **Authority.** Each person executing this Agreement on behalf of Contractor represents and warrants (i) his authority to do so on behalf of Contractor, and (ii) that such authority has been duly and validly conferred by Contractor's board of directors.

(21) **No Waiver.** City's failure to enforce any provision of this Agreement with respect to a default hereunder does not constitute a waiver of City's right to enforce any other term or provision of this Agreement. The waiver of City of any default under any term or provision of this Agreement cannot be deemed to be a waiver of any other term or provision hereof or any subsequent default, whether of the same or any other term or provision of this Agreement.

(22) **Agency/Independent Contractor.** Except as City may specify in writing, Contractor does not have authority, express or implied, to act on behalf of City in any capacity whatsoever, as an agent. Contractor does not have authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever. Contractor and all of its employees are independent contractors and not employees of City.

(23) **Notices.** Any notice must be given by either personal delivery, or by registered or certified first class United States mail, U.S. Postal Service's Express Mail or Federal Express, and shall be deemed received upon two (2) days after mailing. In each case postage must be prepaid and return receipt shall be requested, addressed as follows:

Contractor: First Transit, Inc.
600 Vine Street, Suite 1400
Cincinnati, OH 45202

City: Ron Bow
Director of Public Works/Assistant City Manager
City of Monterey Park
320 West Newmark Avenue
Monterey Park, CA 91754

(24) Termination of Agreement

(a) The City may terminate this Agreement with or without cause at City's sole discretion at any time. City may terminate this Agreement upon thirty (30) days written notice for cause including, without limitation:

(1) Bankruptcy of the Contractor or assignment by it for the benefit of its creditors.

(2) Failure or refusal of the Contractor to correct or perform a service specified herein within 5 working days after the second written warning for the same offense.

(3) Failure or refusal of the Contractor to comply with the instructions of City or with applicable Federal, State and local governing laws or code. Contractor is to be particularly aware of the State of California Administrative Code, Title 13, Motor Vehicles,

published by State of California, Office of Administrative Procedure, Department of General Services.

(4) Failure of the Contractor to notify City within twenty-four (24) hours if it has received an "Unsatisfactory" rating by California Highway Patrol Motor Carrier Safety inspectors or City Police Department, or failure of the Contractor to provide evidence to City within thirty (30) days of receiving such an "unsatisfactory rating" that its maintenance facilities and fleet have been re-inspected and have received a "Satisfactory" rating. Either such failure may result in forfeiture of the \$100,000 performance bond and/or may be cause for termination of this Agreement.

(5) Cease of operation for more than 48 hours without prior City approval.

(b) Failure by the Contractor to perform any of its obligations does not constitute a breach of this Agreement if such failure is excused pursuant to this Agreement. Notwithstanding the foregoing, if Contractor fails to perform within thirty (30) days, City has the right to terminate this Agreement upon five (5) days written notice. Such termination is considered "for cause," and Contractor may not claim any damages against City for the termination action.

(c) City reserves the right to withhold payment to the Contractor, suspend the Agreement, and/or provide substitute service with all charges in excess of contract rates therefore to be paid by the Contractor in the event the Contractor fails to meet any of the specifications with regard to vehicle or service quality as described pursuant to this Agreement, until such time as City determines that the Contractor has satisfactorily corrected any such deficiencies. Such suspension is considered "for cause," and the Contractor may not claim any damages against City for such suspension action.

(25) Applicable Law and Venue. The law of the State of California applies to the interpretation and enforcement of this Agreement. Pending final resolution of a dispute hereunder, the Contractor must proceed diligently with the performance of this Agreement and in accordance with City's decision. Venue for any dispute is Los Angeles County Superior Court.

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(30) **Non-Appropriation of Funds.** Payments due and payable to Contractor for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of City. In the event City has not appropriated sufficient funds for payment of Contractor services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY OF MONTEREY PARK

FIRST TRANSIT, INC.

By: 
Paul Talbot
City Manager

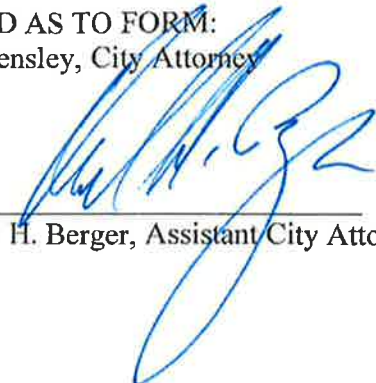
By: 
Print Name: Nicholas G. Promponas
Title: SVP

ATTEST:


City Clerk

By: 
Print Name: Eric E. Estell
Title: Region Vice President

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

By: 
Karl H. Berger, Assistant City Attorney

ATTACHMENT 3
Spirit Bus Map and Schedule

City of Monterey Park Spirit

www.montereypark.ca.gov

01/2016



For Information Call:
Para obtener más información:
(626) 307-7842
請致電 (626) 307-7842
查詢有關詳情

Hours of Operation:
Horario de operación:
辦公時間:

Routes 1, 2, 3 & 4

Mon - Fri: 6:30 am to 6:30 pm
Sat: 9:10 am to 5:45 pm
Sun: No Service
No hay servicio
不提供服務

Route 5

Mon - Fri: 6:30 am to 6:30 pm
Sat & Sun: No Service
No hay servicio
不提供服務

Fare
Tarifa
票價

25¢

50¢

ROUTE 1

City Hall	Garfield/Elmgate	1st/Schoolside	Atlantic/Riggin	Atlantic/El Portal	Garvey/Atlantic	Hellman/Alhambra
06:30	06:34	06:40	06:44	06:49	06:54	—
07:10	07:14	07:20	07:24	07:29	07:34	—
07:50	07:54	08:00	08:04	08:09	08:14	—
08:30	08:34	08:40	08:44	08:49	08:54	—
09:10	09:14	09:20	09:24	09:29	09:34	—
09:50	09:54	10:00	10:04	10:09	10:14	—
10:30	10:34	10:40	10:44	10:49	10:54	—
11:10	11:14	11:20	11:24	11:29	11:34	—
11:50	11:54	12:00	12:04	12:09	12:14	—
12:30	12:34	—	12:40	12:44	12:49	12:54
01:10	01:14	—	01:20	01:25	01:29	01:37
01:50	01:54	—	02:00	02:05	02:09	02:17
02:30	02:34	—	02:40	02:45	02:49	02:57
03:10	03:14	—	03:20	03:25	03:29	03:37
03:50	03:54	—	04:00	04:05	04:09	04:17
04:30	04:34	—	04:40	04:45	04:49	04:57
05:10	05:14	—	05:20	05:25	05:29	05:37
05:50	05:54	—	06:00	06:05	06:09	06:17

ROUTE 2

City Hall	Atlantic/Garvey	Floral/Atlantic	Brightwood/Sunrise	Riggin/Atlantic	Garfield/Elmgate
06:30	06:35	06:41	06:45	06:53	06:59
07:10	07:15	07:21	07:25	07:33	07:39
07:50	07:55	08:01	08:05	08:13	08:19
08:30	08:35	08:41	08:45	08:53	08:59
09:10	09:15	09:21	09:25	09:33	09:39
09:50	09:55	10:01	10:05	10:13	10:19
10:30	10:35	10:41	10:45	10:53	10:59
11:10	11:15	11:21	11:25	11:33	11:39
11:50	11:55	12:01	12:05	12:13	12:19
12:30	12:35	12:41	12:45	12:53	12:59
01:10	01:15	01:21	01:25	01:33	01:39
01:50	01:55	02:01	02:05	02:13	02:19
02:30	02:35	02:41	02:45	02:53	02:59
03:10	03:15	03:21	03:25	03:33	03:39
03:50	03:55	04:01	04:05	04:13	04:19
04:30	04:35	04:41	04:45	04:53	04:59
05:10	05:15	05:21	05:25	05:33	05:39
05:50	05:55	06:01	06:05	06:13	06:19

ROUTE 3

City Hall	Emerson/Alhambra	Orange/Graves	Fulton/Ackley	Orange/Country	Emerson/Rural
06:30	06:37	06:42	06:47	06:51	06:58
07:10	07:17	07:22	07:27	07:31	07:38
07:50	07:57	08:02	08:07	08:11	08:18
08:30	08:37	08:42	08:47	08:51	08:58
09:10	09:17	09:22	09:27	09:31	09:38
09:50	09:57	10:02	10:07	10:11	10:18
10:30	10:37	10:42	10:47	10:51	10:58
11:10	11:17	11:22	11:27	11:31	11:38
11:50	11:57	12:02	12:07	12:11	12:18
12:30	12:37	12:42	12:47	12:51	12:58
01:10	01:17	01:22	01:27	01:31	01:38
01:50	01:57	02:02	02:07	02:11	02:18
02:35	02:42	02:47	02:52	02:56	03:03
03:10	03:17	03:22	03:27	03:31	03:38
03:50	03:57	04:02	04:07	04:11	04:18
04:30	04:37	04:42	04:47	04:51	04:58
05:10	05:17	05:22	05:27	05:31	05:38
05:50	05:57	06:02	06:07	06:11	06:18

ROUTE 4

City Hall	Hellman/Alhambra	Garvey/Atlantic	Corp Ctr. AT&T	Casuda Cyn/ Garvey	Garvey/Atlantic
06:30	06:38	06:45	06:50	06:56	07:01
07:15	07:23	07:30	07:35	07:41	07:46
07:50	07:58	08:05	08:10	08:16	08:21
08:30	08:38	08:45	08:50	08:56	09:01
09:10	09:18	09:25	09:30	09:36	09:41
09:50	09:58	10:05	10:10	10:16	10:21
10:30	10:38	10:45	10:50	10:56	11:01
11:10	11:18	11:25	11:30	11:36	11:41
11:50	11:58	12:05	12:10	12:16	12:21
12:30	12:38	12:45	12:50	12:56	01:01
01:10	01:18	01:25	01:30	01:36	01:41
01:50	01:58	02:05	02:10	02:16	02:21
02:35	02:43	02:50	02:55	03:01	03:06
03:10	03:18	03:25	03:30	03:36	03:41
03:50	03:58	04:05	04:10	04:16	04:21
04:30	04:38	04:45	04:50	04:56	05:01
05:10	05:18	05:25	05:30	05:36	05:41
05:50	05:58	06:05	06:10	06:16	06:21

ROUTE 5

EASTBOUND			WESTBOUND		
CSULA	Atlantic/Riggin	Atlas/Saturn	Atlas/Saturn	Atlantic/Riggin	CSULA
06:15	06:30			06:30	06:45
06:45	07:00			07:00	07:15
07:15	07:30*	07:45	07:45	08:00	08:15
08:15	08:30			08:30	08:45
08:45	09:00			09:00	09:15
09:00	09:15			09:15	09:30
09:30	09:45			09:45	10:00
10:00	10:15			10:15	10:30
10:30	10:45			10:45	11:00
11:00	11:15			11:15	11:30
11:30	11:45			11:45	12:00
12:00	12:15			12:15	12:30
12:30	12:45			12:45	01:00
01:00	01:15			01:15	01:30
01:30	01:45			01:45	02:00
02:00	02:15			02:15	02:30
02:30	02:45			02:45	03:00
03:00	03:15			03:15	03:30
03:15	03:30			03:30	03:45
03:45	04:00*	04:15	04:15	04:30	04:45
04:45	05:00			05:00	05:15
05:15	05:30			05:30	05:45
05:45	06:00			06:00	06:15

*Riggin and Atlantic southeast corner

Holiday Service Servicio de vacaciones 節假日服務

Memorial Day Días Conmemorativos 陣亡將士紀念日	Routes 1-4: 9:10am-5:45pm
July 4th 4 de Julio 美國獨立日	Route 5: No Service No hay servicio 行程 不提供服務
Labor Day Día de Trabajo 勞工節	
Thanksgiving Day Día de Acción de Gracias 感恩節	No Service No hay servicio 不提供服務
Christmas Day Día de Navidad 聖誕節	
New Year's Day Día de Año Nuevo 元旦	

MONTEREY PARK

LEGEND:

- PUBLIC BUILDING
- SCHOOLS
- HOSPITALS
- SHOPPING CENTERS
- PARKING LOTS
- STATE ROUTE HIGHWAYS

Scale: 1/4" = 1/2 mile

Route Variations

- Route 1 Morning (AM)
- Route 1 Afternoon (PM)
- Route 5 Peak

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MONTEREY PARK, CALIFORNIA
DECLARING THE MONTH OF MARCH AS WOMEN'S
HISTORY MONTH, A NATIONAL CELEBRATION
THAT HIGHLIGHTS THE CONTRIBUTIONS OF
WOMEN TO EVENTS IN HISTORY AND
CONTEMPORARY SOCIETY

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

SECTION 1. The City Council finds and declares that:

- A. In February 1980, President Jimmy Carter issued a presidential proclamation declaring the week of March 8, 1980, as National Women's Week. The proclamation stated, "From the first settlers who came to our shores, from the first American Indian families who befriended them, men and women have worked together to build this nation. Too often the women were unsung and sometimes their contributions went unnoticed. However, the achievements, leadership, courage, strength and love of the women who built America were as vital as that of the men whose names we know so well."
- B. Women's History Month originated as a national celebration in 1981 when Congress passed Public Law 97-28 which authorized and requested the President Reagan to proclaim the week beginning March 7, 1982 as "Women's History Week."
- C. Throughout the next five years, Congress continued to pass joint resolutions designating a week in March as "Women's History Week."
- D. Maryland, Alaska, Pennsylvania, New York, Oregon, and other states developed and distributed curriculum materials in all of their public schools, which prompted educational events such as essay contests. Within a few years, thousands of schools and communities introduced and celebrated National Women's History Week, supported and encouraged by resolutions from governors, city councils, school boards, and the U.S. Congress.
- E. By 1986, fourteen states had already declared March as Women's History Month.
- F. In 1987 after being petitioned by the National Women's History Project, Congress passed Public Law 100-9 which designed the month of March 1987 as "Women's History Month."

- G. Between 1988 and 1994, Congress passed additional resolutions requesting and authorizing the President to proclaim March of each year as Women's History Month.
- H. Since 1995, Presidents Clinton, Bush, Obama, and Trump have issued a series of annual proclamations designating the month of March as "Women's History Month."
- I. "Women's History Month" corresponds with the International Women's Day celebrated on March 8th worldwide; it contributes an opportunity to celebrate the achievements of women while calling for greater equality.
- J. An example of strong leaders who struggled for equality and should be celebrated during the month of March include: Susan B. Anthony, Sojourner Truth, Lucy Stone, Lucretia Mott, Elizabeth Cady Stanton, Harriet Tubman, and Alice Paul.
- K. American women have played and continue to play a critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home.
- L. American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all.
- M. American women have created a legacy that continues to inspire generations of women to live with confidence, to have a positive impact on their communities, and to improve our Nation.

SECTION 2. The City Council further declares:

- A. The month of March as Women's History Month and encourages all residents to celebrate International Women's Month during the month of March with appropriate programs, ceremonies, and activities.

SECTION 3. This Resolution takes effect immediately upon its adoption.

Resolution No.
Page 3 of 3

**PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
MONTEREY PARK ON THIS 20TH DAY OF MARCH 2019.**

Peter Chan, Mayor
Monterey Park, California

ATTEST:

Vincent D. Chang, City Clerk
Monterey Park, California