

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

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

**Wednesday
September 7, 2022
6:30 p.m.**

MISSION STATEMENT

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

GENERAL INFORMATION

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

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

PUBLIC PARTICIPATION

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

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

CALL TO ORDER	Mayor
FLAG SALUTE	The Monterey Park Fire Explorers
ROLL CALL	Peter Chan, Hans Liang, Henry Lo, Yvonne Yiu

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

PUBLIC COMMUNICATIONS:

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

STAFF COMMUNICATIONS:

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

[1.] PRESENTATION

1-A. MPK REWARDS PROGRAM UPDATE

1-B. SPIRIT BUS TRANSIT SERVICE EVALUATION

[2.] OLD BUSINESS – None.

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

3-A. 2021-2022 ANNUAL INVESTMENT REPORT

It is recommended that the City Council and the City Council acting on behalf of the Successor Agency consider:

- (1) Receive and file the 2021-22 Annual Investment Report;
- (2) Adopt a Resolution authorizing the Treasurer to implement the City's Investment Policy for FY 2022-23; and
- (3) Taking such additional, related, action that may be desirable.

3-B. MINUTES

It is recommended that the City Council consider:

- (1) Approving the minutes from the regular meetings of July 6, 2022 and July 20, 2022; the special meetings of July 30, 2022, August 1, 2022 @ 5:30 p.m., and August 1, 2022 @ 6:30 p.m.; and the special and regular meetings of August 17, 2022; and
- (2) Taking such additional, related, action that may be desirable.

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

It is recommended that the City Council consider:

- (1) Adopting a Resolution approving a Memorandum of Understanding ("MOU") between the City of Monterey Park and the Monterey Park Police Officers' Association ("MPPOA"). The MPPOA represents the Police Officers and Police Corporals in the Monterey Park Police Department;
- (2) Authorizing budget appropriation of approximately \$408,307 from the General Fund and \$342,000 from the American Rescue Plan Act (ARPA) Funds for the 2022-2023 fiscal year; and
- (3) Taking such additional, related, action that may be desirable.

3-D. PROPOSED LOCAL ROAD SAFETY PLAN AND VISION ZERO

It is recommended that the City Council consider:

- (1) Adopting a Resolution approving the Local Road Safety Plan and a Resolution adopting a Vision Zero Policy; and
- (2) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The Resolutions are exempt from additional environmental review under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq.*) because they establish rules and procedures in compliance with California law; do not involve any commitment to a specific project that would result in a potentially significant physical impact on the environment; and constitute an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly the Resolution does not constitute a "project" that requires environmental review (*see specifically*, CEQA Guidelines §§ 15378(b)(2,5) and 15308).

3-E. AWARD OF CONTRACT TO CALGON CARBON FOR CARBON MEDIA CHANGEOUT

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to execute a three-year Maintenance Agreement with Calgon Carbon Corp., in a form approved by the City Attorney, for Carbon Media Changeout for a not-to-exceed amount of \$2.34M annually;
- (2) Appropriating \$2.12M from Water Treatment Fund (403) for Fiscal Year 2022-23 Carbon Media Changeout costs; and
- (3) Taking such additional, related, action that may be desirable.

3-F. TERMINATION OF AGREEMENT 2223-A WITH GENTRY BROTHERS, INC.

It is recommended that the City Council consider:

- (1) Terminating Agreement No. 2223-A with Gentry Brothers, Inc.;
- (2) Authorizing the City Manager to reimburse the contractor for actual costs associated with executing the contract; and
- (3) Taking such additional, related, action that may be desirable.

3-G. HVAC IMPROVEMENTS AT VARIOUS FACILITIES – REJECT ALL SUBMITTED BIDS

It is recommended that the City Council consider:

- (1) Rejecting all submitted bids submitted for Capital Improvement Project No. 96029 HVAC Improvements at Various Facilities;
- (2) Taking such additional, related, action that may be desirable.

[4.] PUBLIC HEARING — None.

[5.] NEW BUSINESS

5-A INCLUSIONARY HOUSING ORDINANCE DISCUSSION ITEM

It is recommended that the City Council consider:

- (1) Receive and file this report;
- (2) Provide feedback and direction to staff on potential standards and issues to consider when drafting an inclusionary housing ordinance; and
- (3) Taking such additional, related, action that may be desirable.

[6.] CITY COMMUNICATIONS (CITY COUNCIL)

[7.] FUTURE AGENDA ITEMS

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

ADJOURN



City Council Staff Report

DATE: September 7, 2022

AGENDA ITEM NO: Consent Calendar - 3A

TO: The Honorable Mayor and City Council
FROM: Joseph Leon, City Treasurer
Martha Garcia, Director of Management Services
SUBJECT: 2021-2022 Annual Investment Report

RECOMMENDATION:

It is recommended that the City Council:

1. Receive and file the 2021-22 Annual Investment Report;
2. Adopt a Resolution authorizing the Treasurer to implement the City's Investment Policy for FY 2022-23; and
3. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City's Investment Policy requires an annual investment report and a statement of investment policy to be submitted to the City Council for review within 60 days of the fiscal year-end. The attached annual report shows that all investment activities during 2021-22 were conducted according to the City's Investment Policy.

BACKGROUND:

The City Investment Policy was created in 1989 to establish guidelines for investment operations (including City of Monterey Park, Monterey Park Public Financing Authority, and Monterey Park Housing Authority). The investment priorities are in the order of safety, liquidity, and yield. The Policy establishes allowable investments and the maximum maturity for each. The allowable investments include U.S. Treasury securities, State LAIF, LA County Pooled Investment Fund, Certificates of Deposit, bankers' acceptances, mutual funds, federal agency securities, commercial papers, and collateralized savings funds. Additionally, the Policy prescribes an internal control system, which delineates duties and responsibilities for City personnel handling investment operations.

The City's investment operations are under the direction of the City Treasurer. The City's Investment Policy provides the creation of a Treasury Committee, which is comprised of the City Treasurer, City Manager, Assistant City Manager and Director of Management Services to implement the Investment Policy and related procedures. Annually, if there is any recommended change to the Investment Policy, the change is presented to the City Council for approval.

Investments (Attachment 2)

All investment activities during 2021-22 were made according to the Policy. During the year, funds were invested in the Local Agency Investment Fund, LA County Pooled Investment Fund, and Certificates of Deposits.

Local Agency Investment Fund (LAIF) was created by statute in 1977. It is a pooled investment program for local agencies and special districts to participate. LAIF is managed by the State and investment securities are purchased in accordance with the Government Code Sections 16430 and 16480.4. LAIF has 2386 participants and \$36.8 billion in its portfolio. As of June 30, 2022, the City has \$43.9 million invested with LAIF.

Los Angeles County Pooled Investment Fund (LACPIF) allows local agencies in the County of Los Angeles to deposit excess funds in the Los Angeles County Treasury Pool for the purpose of investment by the Treasurer and Tax Collector of the County. As of June 30, 2022, the City has \$42.8 million invested with LACPIF.

Certificates of Deposits (CD) Certificates of Deposits are time deposits with banks or savings and loans. Federal Depository Insurance Corporation (FDIC) insures each depositor up to \$250,000. The City invests CDs with California State or nationally chartered financial institutions. As of June 30, 2022, the City has (27) twenty-seven CDs.

Investment Composition

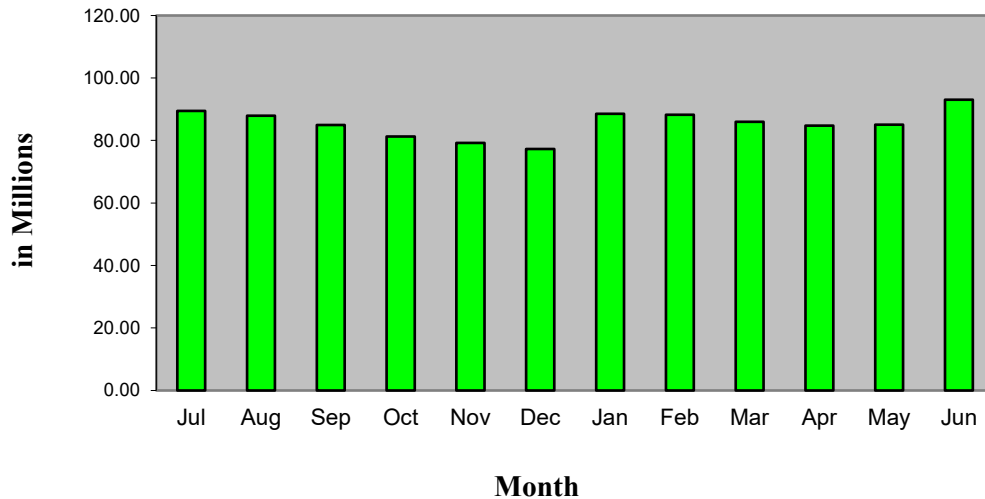
The City invests its idle cash from all operating funds on a pooled basis to maximize returns. Earnings are allocated to each fund based on the average cash balance. Total investment balance for the City as of June 30, 2022 was \$93,077,402.30.

<u>Instruments</u>	<u>Balance</u>	<u>Interest Rate</u>	<u>Maturity</u>
LAIF	\$ 43,859,054.60	0.690%	1-day
LACPIF	42,843,347.70	0.940%	1-day
CDs	<u>6,375,000.00</u>	0.51% - 2.65%	2 months – 3 year
Total	<u>\$ 93,077,402.30</u>		

Investment Balance

Timing of revenue collections, such as property tax, business licenses, and franchise tax, affects the monthly investment balance during the year. In 2021-22, monthly investment varied from \$77 million to \$93 million. The average balance was \$85 million.

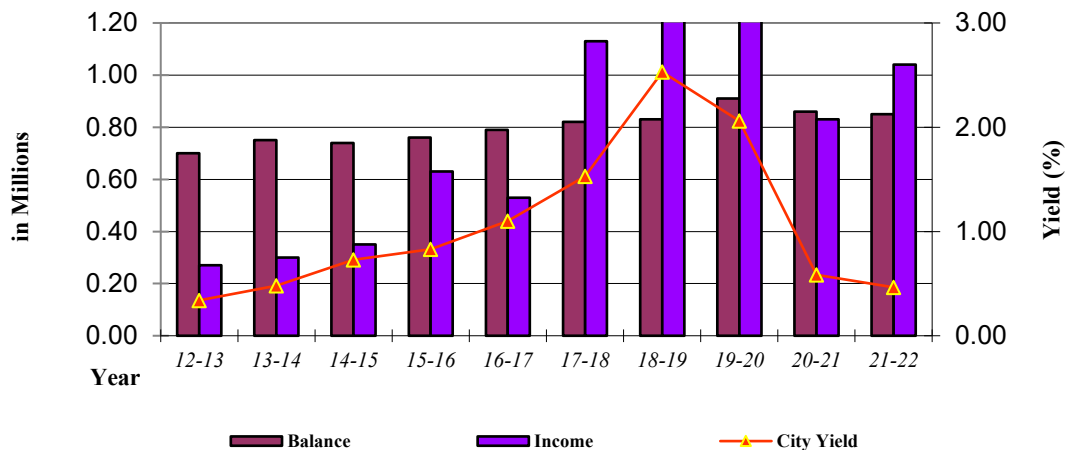
*Average Investment Balance
Fiscal Year 2021-22*



10-Year City Investment Summary

The chart below shows the City's investment balance, interest income, yield, and the short-term investment rate during the past 10 years (for the purpose of comparison, short-term investment rate shown is the three-month treasury bill rate). The policy stipulates that the City investment rate of return shall equal or exceed the yield for the three-month Treasury Bill. The City's average investment yield has exceeded the three-month treasury yield in each of the past 10 years.

*10-Year Investment Summary
From 12/13 to 21/22*



Investment Performance

The 2021-22 interest earning for the City totaled approximately \$103,910 and the average yields were 0.464%. The City invested 47.12% of its funds into local government investment pools (LAIF), 46.03% into Los Angeles County Pooled Fund (LACPIF), and 6.85% into certificates of deposits, which all can be effective mechanisms for obtaining liquidity, diversified portfolios, and competitive yields. The performance from the investment in the LAIF, County pooled funds, and Certificates of Deposit have provided the City higher investment earnings in 2021-22.

Investment Policy (Exhibit A)

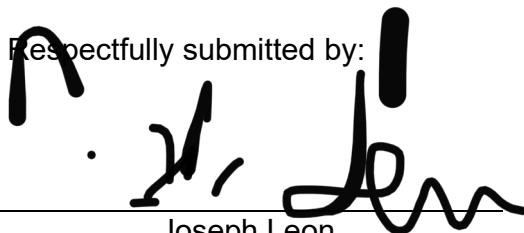
The City's investment policy provides the ideal framework to itemize investment alternative, to detail the benefits and risks of these alternatives, and to recommend the maximum percentage allocation, the selection process, the risk framework and the allowable maturities of the investment alternatives. This Investment Policy is intended to provide guidelines for the prudent investments of the City funds and to outline the policies for maximizing the efficiency of the City's cash management system.

The vast majority of public-sector cash management operations are governed by state laws and provisions that determine the type of investment product and manner in which the City manages its funds. Moreover, the City's allowable investments are more conservative and restricted than those of the state types.

Conclusion

For the Fiscal Year 2022-2023, the Committee will seek permitted investment instruments according to the investment policy, and take a balanced approach consistent with the guidelines of safety, liquidity, and yield as established by the Council adopted Investment Policy. The ultimate goal is to enhance the economic status of the City while protecting its assets.

Respectfully submitted by:



Joseph Leon
City Treasurer

Prepared by:



Martha Garcia
Director of Management Services

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl Berger
City Attorney

ATTACHMENT(S):

- 1) Resolution with Exhibit A - Investment Policy
- 2) Investments

ATTACHMENT 1
Resolution with Exhibit A - Investment Policy

RESOLUTION NO. _____
SA RESOLUTION NO. _____

**A JOINT RESOLUTION OF THE CITY OF MONTEREY PARK AND
SUCCESSOR AGENCY TO THE MONTEREY PARK REDEVELOPMENT
AGENCY ADOPTING AN INVESTMENT POLICY AND AUTHORIZING
THE TREASURER TO IMPLEMENT THE POLICY.**

The City Council, acting on behalf of the City of Monterey Park and the Successor Agency to the Monterey Park Redevelopment Agency, (collectively, "City Council") does resolve as follows:

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

- A. Government Code § 53646 allows the Treasurer, or Treasurer's designee, to provide the City Council an investment policy for consideration;
- B. Government Code § 53607 allows the City Council to delegate investment authority to the Treasurer, who may then designate persons to implement such authority, on an annual basis; and
- C. The Treasurer proposed that the City Council consider the Investment Policy attached as Exhibit "A," and incorporated by reference, for Fiscal Year 2022-23 ("Policy").

SECTION 2: After due consideration, the City Council finds that the Policy conforms with applicable law and adopts it for use during Fiscal Year 2022-23 on behalf of the City of Monterey Park and the Successor Agency to the Monterey Park Redevelopment Agency (collectively, "City"). The Treasurer and Director of Management Services are authorized to implement the Policy for this time period on the City's behalf.

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

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

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

SECTION 6: *Effective Date.* This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

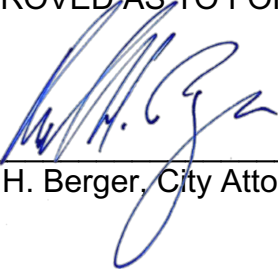
PASSED AND ADOPTED this ____ day of _____, 2022.

Henry Lo, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney

Resolution No.
September 7, 2022
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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 regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 7th day of September 2022, by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSTAIN:	Councilmembers:
ABSENT:	Councilmembers:

Dated this 7th day of September 2022

Vincent D. Chang, City Clerk

CITY OF MONTEREY PARK INVESTMENT POLICY

I. PURPOSE

This Statement is intended to provide guidelines for prudent investment of the City's temporary idle cash (including City of Monterey Park, Monterey Park Public Financing Authority, and Monterey Park Housing Authority) and outline the policies for maximizing the efficiency of the City's cash management system. The ultimate goal is to enhance the economic status of the City while safeguarding its assets.

The Investment Policy complies with Government Code § 53600, *et seq.* However, to meet the City's needs, the investment parameters set forth in the City's policy are more conservative than those allowed by the Government Code.

II. SCOPE

The policy directs the investment of the City's temporarily idle monies for all funds that are accounted for in the City's Comprehensive Annual Financial Report including the general fund, special revenue funds, fiduciary funds, and proprietary funds. Employee deferred compensation, long-term debt proceeds and reserves held by a Trustee and invested pursuant to contractual agreement, or retirement investments held by a trustee (such as CalPERS) are not managed by the City and are not subject to this Investment Policy.

This Investment Policy also directs all investments related to the Monterey Park Public Financing Authority and the Monterey Park Housing Authority. For purposes of investments made for the Monterey Park Public Financing Authority and the Monterey Park Housing Authority, all references made to the City Treasurer also mean the appointed Treasurer(s) of each respective entity.

III. INVESTMENT OBJECTIVES

Criteria for selecting investments and the order of priority are:

1. **Safety**: The safety and risk associated with an investment refers to the potential loss of principal, interest or a combination of these amounts. Safety of Principal is the foremost objective of the City's investment program. To attain this objective, the City will select only those investments that ensure the preservation of capital in the overall portfolio and to mitigate credit risk and market risk.
2. **Liquidity**: This refers to the ability to "cash in" at any moment in time with a minimal chance of losing principal or interest. Liquidity is an important investment quality, especially when the need for unexpected funds occurs. The objective is to remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated within 180 days.
3. **Yield**: Yield is the potential dollar earnings an investment can provide, also referred to as the rate of return. The objective is to attain a rate of return that equals or exceeds the yield for the three-month Treasury Bill.

IV. TREASURY COMMITTEE

The Policy provides for the creation of a Treasury Committee ("The Committee"). The Committee is comprised of the City Treasurer, the City Manager, the Assistant City Manager and the Director of Management Services. The Committee meets periodically and performs the following:

- Development and implementation of investment policy
- Development and implementation of investment procedures to establish internal controls, investment reporting, recordkeeping, accounting and processes for movement of funds
- Formulation of investment strategy
- Evaluation of financial institutions
- Development and implementation of controls to ensure compliance with State law and the City's Investment Policy
- Selection of investment managers, when appropriate

V. INVESTMENT PROCEDURES AND RESPONSIBILITY

- An Investment Procedures Manual is established to guide staff with day-to-day investment operations. The Manual includes procedural elements such as cash position review, investment selection, investment transaction, investment recording, and investment reporting.
- Within the constraints set forth in this policy, the City Treasurer has the authority to oversee the Citywide investment operations.
- The City Council delegates the authority to the Director of Management Services to advise and obtain approval from the City Treasurer, before opening new bank accounts, investment and cash management accounts, and other credit enhancement products, closing bank accounts, investment and cash management accounts, and signing all documents related thereto.
- The Director of Management Services is responsible for the following implementation and supervision of investment controls: approving daily investment transactions, developing the projections of the City's cash requirements for operating needs, reviewing the liquidity position of the investment portfolio, ensuring that the citywide cash position is consistent with operating requirements, preparing appropriate investment reports for review by the Committee, and developing, implementing and monitoring controls over investments. The Administrative Secretary will assist in the report preparation, execution of and recordkeeping for investment transactions.

ETHICS AND CONFLICTS OF INTEREST

VI. ALLOWABLE INVESTMENTS

- All investments must conform with Government Code § 53600, *et seq.* and this investment policy.
- See the list of allowable investments (Investments) in the matrix provided in Attachment A, which is incorporated by reference. It should be noted that any newly developed derivative of an allowable investment that is not specifically mentioned in the policy must be recommended by the City Treasurer for inclusion in the policy and any amendments to the policy must be submitted to the City Council for approval.

VII. SELECTION OF FINANCIAL INSTITUTIONS AND DEALERS

- The Treasury Committee will maintain an approved list of primary dealers or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule) and government-sponsored investment pools. The Committee will review and amend the approved list periodically to ensure that the institutions continue to meet the selection criteria.
- A copy of the City's Investment Policy will be submitted to all dealers, investment managers and fiscal agents who manage City monies. The City must obtain an annual certification evidencing that they (1) have reviewed the City's investment policies and objectives, (2) are familiar with the City's investment constraints and (3) have complied with the provisions contained in this policy.
- Purchases of investments must be made directly from the issuer, with the exception of the State LAIF or the County Pool investments, from a member of a federally regulated securities exchange, from a national or state-chartered bank, or from a brokerage firm.
- Only commercial banks and savings and loan associations that demonstrate financial strength and are insured by the federal government may be selected to provide investment services.
- Other financial institutions must be selected using the following selection criteria: financial strength, reputation, area of expertise and ability to conform to the City and state-mandated investment parameters.

VIII. SAFEKEEPING AND CUSTODY

- Investments evidenced by physical or book-entry securities must be secured through third-party custody and safekeeping procedures or under a tripartite agreement (does not apply to insured certificates of deposit, money market funds and the Local Agency Investment Fund).
- All transactions described above, where applicable, must be executed on a delivery versus payment basis.
- The custodian will hold assets until the investments mature or the bank receives a request from the City to dispose of the securities.
- Bearer instruments can only be held through third-party institutions.

INVESTMENT POOLS/MONEY MARKET MUTUAL FUNDS/BANK SAVINGS FUNDS

The City will conduct a thorough investigation before investing in the State Local Agency Investment Fund (LAIF), the Los Angeles County Pool Investment Fund (LACPIF), Treasury Bills and/or any money market mutual fund. Periodically, LAIF, LACPIF and all mutual funds will be required to respond to an investment pool questionnaire to ensure that the criteria as qualified investment vehicles for the City remain unchanged.

IX. COLLATERALIZATION

Certificates of Deposits (CD) - The City will require any commercial bank or savings and loan association to deposit eligible securities with an Agent of a Depository approved by the California Department of Business Oversight, Division of Financial Institutions, to secure any uninsured portion of a non-negotiable certificate of deposit:

- The value of eligible securities as defined pursuant to Government Code Section 53652, pledged against a certificate of deposit must be equal to 150% of the face value of the CD if the securities are classified as mortgages and 110% of principal of the CD for all other classes of security, if the Certificate of Deposit is not FDIC insured or goes over the FDIC \$250,000 limit.
- Financial Institutions must mark the value of the collateral to market monthly and increase or decrease the collateral to satisfy the ratio requirement described above.

X. MATURITY

- The City cannot make any new investments in instruments with stated remaining maturities that exceed the terms specified in attached Exhibit A ("Allowable Investments"), which is incorporated by reference, at the time of purchase. Overall, all investments must follow the City's Investment Policy.
- Maturities of investment instruments in the portfolio will be staggered as much as practical and be consistent with projected cash requirements.

XI. LIQUIDITY

- All forecasted operating requirements must be satisfied by maintaining an adequate level of liquidity in the portfolio.
- Maturities will be selected to mature before or match the timing of the City's projected cash needs.
- The marketability of a security is an important criterion in selecting an investment.
- A liquidity base equal to the forecasted cash needs for 180 days should be maintained whenever practical.

XII. DIVERSIFICATION

- Within the parameters established by Section III, Investment Selection Criteria, and Section VI, Allowable Investments, investments should be diversified by security type and institution.

XIII. COMPETITIVE BIDDING

- The purchase or sale of securities should be made on the basis of competitive bids. A minimum of three bids, from a list of eligible dealers and/or banks should be obtained and documented. Exceptions to this policy may be granted by the majority of the Committee members when competitive bids are not practical. Reasons for granting exceptions to the competitive bid process should be stated.

XIV. REPORTING

- The Treasurer must report to the City Council on a monthly and annual basis.
- The monthly investment report submitted to the City Council will contain the following:
 - An investment inventory including types and amounts of investments, issuing financial institutions and maturities
 - Average maturity of the portfolio

- Average total yield to maturity of the portfolio
 - For marketable securities only including current market value of investments with maturities of more than 12 months
 - A statement indicating that the City can meet its expenditure requirements for the upcoming 180 days
 - A statement indicating that the portfolio complies with the City's Investment Policy
 - Percent of portfolio invested by type of instrument
 - Comparison of portfolio performance to the average yield rate for the three-month treasury bill
 - Written explanations for any variances to policy
- The Annual Investment Report must provide a summary of the annual investment activities and include a proposed statement of Investment Policy to be approved by the City Council during the first sixty days of the fiscal year.

XV. PRUDENCE

- The City of Monterey Park will follow the prudent investor standard of Government Code § 53600.3. Prudent Investor Standard: Investments must be made with judgment and care – under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.
- Investment officers acting in accordance with this Investment Policy and written procedures and exercising due diligence are relieved of personal responsibility and liability for an individual security's credit risk or market price changes, provided that deviations from expectations are reported in a timely and accurate fashion as required by this Policy and procedures and appropriate action is taken to control adverse developments.

XVI. INTERNAL CONTROLS

- Internal controls must be established and documented in writing. The controls must be designed to prevent losses of public funds arising from fraud, employee error, and misrepresentation by third parties, or imprudent actions by employees and officers of the City. Controls deemed most important include: separation of duties; separation of transaction authority from accounting and recordkeeping; custodial safekeeping; clear delegation of authority; specific limitations regarding securities losses and remedial action; control over wire transfers such as dual authorization; minimizing the number of authorized investment officials; documentation of transactions and strategies; and a code of ethics standard.
- The City's investment procedures manual will establish and maintain an internal control structure designed to ensure that the assets managed under the scope of the Policy are protected from loss, theft, or misuse. The internal control structure will provide reasonable assurance that these objectives are met.
- As part of the City's annual audit, the City's external auditor will review the City's investment activities to ensure compliance with the Investment Policy.

XVII. INVESTMENT GUIDELINES POLICY ADOPTION

- At the direction of the Treasurer, the City's Investment Policy will be reviewed and updated annually by the Committee to reflect changes in applicable law, general market conditions or to provide further clarification of the City's policies. The Investment Policy may be amended annually by resolution of the City Council. Any amendments to the Policy must be approved by the City Council.

Glossary of Terminology

Allowable Investments: A list of permitted investments by investment type maintained as a component to an investment policy. Allowable investment listings will generally include descriptions or parameters for investment diversification ratios, terms of maturity, and quality ratings.

Bankers' Acceptance (BA): A draft or bill of exchange accepted by a bank or trust company. The accepting institutions guarantee payment of the bill, as well as the issuer.

BID: The price offered for securities.

Book Entry Securities: All U.S. Treasury and Federal Agencies are maintained on computerized records at the Federal Reserve; now known as “wireable” securities.

Broker: A broker brings buyers and sellers together for a commission.

Certificate of Deposit (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CDs are typically negotiable.

Collateral: Securities, evidence of deposit, or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Collateralized Bank Deposits: Non-negotiable Certificate of Deposit issued by a nationally or state - chartered bank or association or a State - licensed branch or a foreign bank (insured by the federal government); Bank Collateralized Savings.

Commercial Paper (CP): An unsecured short-term promissory note issued by corporations, with maturities ranging from 2 to 270 days.

Cost: The purchase price of an investment.

Coupon: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on a bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment.

Credit Risk: The risk of loss of principal and interest due to failure of the security issuer or broker.

Dealer: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own.

Debenture: A bond secured only by the general credit of the issuer.

Delivery versus Payment: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

Derivatives: (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

Discount: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

Discount Securities: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

Diversification: Dividing investment funds among a variety of securities offering independent returns.

Federal Credit Agencies: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

Federal Deposit Insurance Corporation (FDIC): A federal agency that insures bank deposits, currently up to \$ 250,000 per deposit for anyone issuer with maturity on or before 12/31/2013.

Federal Open Market Committee (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

Federal Reserve System: The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., twelve Regional Banks and about 5,700 commercial banks that are members of the system.

Liquidity: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid

if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

Los Angeles County Pooled Investment Fund (LACPIF): Government Code § 53684 allows local agencies in the County of Los Angeles to deposit excess funds in the Los Angeles County Treasury Pool for the purpose of investment by the Treasurer and Tax Collector of the County.

Local Agency Investment Pool (LAIF): The aggregate of all funds from California political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

Market Risk: The risk that the market value and interest earnings of an investment or a portfolio will fall due to changes in general interest rates.

Market Value: The price at which a security is trading and could presumably be purchased or sold.

Maturity: The date upon which the principal or stated value of an investment becomes due and payable.

Money Market: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

Par Value: The amount that will be realized upon maturity of an investment.

Portfolio: Collection of securities held by an investor.

Primary Dealer: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

Prudent Person Rule: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state-- the so called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

Qualified Public Depositories: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral

having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

Rate of Return: The yield obtainable on a security based on its purchase price or its current market price. Or income earned on an investment, expressed as a percentage of the cost of that investment.

Rule 15C3-1: See Uniform Net Capital Rule.

Safekeeping: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

Secondary Market: A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities & Exchange Commission: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

Treasury Bills: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

Treasury Bonds: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

Treasury Notes: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years.

Uniform Net Capital Rule: Securities and Exchange Commission requirement that member firms as well as non-member broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15:1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

Weighted Average Rate of Return: Rate of return calculated based on interest earnings and the length of actual holding for each individual security.

Yield: The rate of annual income return on an investment, expressed as a percentage. (a) INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (b) NET YIELD OR YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in

purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Zero Coupons: Securities that have no periodic interest payments and are sold at a deep discount from face value. For the purposes of the Monterey Park Investment Policy, zero coupons reference U.S Treasury issues.

CITY OF MONTEREY PARK

FINANCIAL INSTITUTIONS

Section I – Certificates of Deposit and Collateralized Bank Deposits

All California or nationally chartered banks and savings and loans covered by the Federal Deposit Insurance Corporation.

Section II – Government Investment Pools

Local Agency Investment Fund (State of California) Investment Pools (LAIF)
Los Angeles County Pooled Investment Fund (LACPIF)

Section III – “Primary” or “Regional” Security Dealers

<u>Name</u>	<u>Address</u>
Bank of the West/BNP Paribas (City’s Servicing Bank)	13300 Crossroads Parkway North City of Industry, CA 91746 (800) 676-4549
Bank of America Securities Inc.	300 S. Grand Avenue, 19 th Floor Los Angeles, CA 90071
Morgan Stanley	245 Lytton Avenue, #200 Palo Alto, CA 94301 (800) 755-8081
Multi-Bank Securities, Inc.	6 Sea Island Drive Newport Beach, CA 92660 (800) 337-3467
Wells Fargo Bank, N.A	333 S. Spring Street Los Angeles, CA 90013 (213) 972-0828
Merrill Lynch Government Securities, Inc.	350 S. Grand Avenue, 28 th Fl. Los Angeles, CA 90071 (213) 236-2047

ALLOWABLE INVESTMENTS

Investment Types	CITY AUTHORIZED			STATE CODE		
	Maximum % of Portfolio	Maximum Maturity	Minimum Quality	Maximum % of Portfolio	Maximum Maturity	Minimum Quality
<u>Local Agency Bonds</u> Bonds issued by the City, including bonds payable solely out of revenues from a revenue producing property owned, controlled, or operated by the City or authority of the City	None	5 years	None	None	5 years	None
<u>U.S. Treasury Obligations</u> · United States Treasury Notes, Bonds, Bills or other certificates of indebtedness backed by the US government · U.S. Treasury Zero Coupons	None	5 years	None	None	5 years	None
<u>State Obligations - CA and Others</u> Bonds, notes or other evidence of indebtedness of any local agency within this state	None	5 years	None	None	5 years	None
<u>U.S. Agency Obligations</u> Discount notes or notes issued by Agencies of the Federal Government	None	5 years	None	None	5 years	None
<u>Collateralized Bank Deposits</u> Non - negotiable Certificate of Deposit issued by a nationally or state - chartered bank or association or a State - licensed branch or a foreign bank (insured by the federal government); Bank Collateralized Savings.	None	5 years	None	None	5 years	None
Medium-term notes issued by corporations	30%	5 years	"A" or better ranking by nationally recognized rating service U.S. domiciled corporations or U.S. licensed depository	30%	5 years	"A" or better ranking by nationally recognized rating service U.S. domiciled corporations or U.S. licensed depository
<u>Local Agency Investment Fund (LAIF)</u> State of California Local Agency Investment Fund (LAIF) or other Local Government Investment Pools established by public entities	None	Not applicable	None	None	Not applicable	None

ALLOWABLE INVESTMENTS

CITY AUTHORIZED				STATE CODE		
Investment Types	Maximum % of Portfolio	Maximum Maturity	Minimum Quality	Maximum % of Portfolio	Maximum Maturity	Minimum Quality
<u>Los Angeles County Pooled Investment Fund</u> California Government Code Section 53684 allows local agencies in the County of Los Angeles to deposit excess funds in the Los Angeles County Treasury Pool for the purpose of investment by the Treasurer and Tax Collector of the County	10% of LACPIF pool balance	None	None	Not applicable	None	None
Mutual Funds and Money Market Mutual Funds	20%	Not applicable	Highest ranking by not less 2 largest rating services Have an SEC registered investment advisor with more than 5 years' experience Assets under management greater than \$500 million	20%	Not applicable	Highest ranking by not less 2 largest rating services Have an SEC registered investment advisor with more than 5 years' experience Assets under management greater than \$500 million
"Banker's acceptance"	40% of portfolio (no more than 30% in any one commercial bank)	180 days	None	40% of portfolio (no more than 30% in any one commercial bank)	180 days	None
Commercial Paper	40% of portfolio for counties, cities and other local agencies (No more than 10% of agency's money in the commercial paper of any one corporate issuer)	270 days	"A" or higher rating for issuer's debt within U.S. corporations and have assets in excess of \$500 million.	40% of portfolio for counties, cities and other local agencies (No more than 10% of agency's money in the commercial paper of any one corporate issuer)	270 days	"A" or higher rating for issuer's debt within U.S. corporations and have assets in excess of \$500 million.
Repurchase Agreements	Not Allowable	Not Allowable	Not Allowable	None	1 year	None
<u>Negotiable Certificates of Deposit</u> Negotiable Certificates of Deposit issued by a nationally or State - chartered Bank, a federal association, or a State - licensed branch of a foreign - owned bank (insured by the federal government).	30%	5 years	None	30%	5 years	None

ALLOWABLE INVESTMENTS

Investment Types	CITY AUTHORIZED			STATE CODE		
	Maximum % of Portfolio	Maximum Maturity	Minimum Quality	Maximum % of Portfolio	Maximum Maturity	Minimum Quality
Financial Futures and Financial option contracts.	None	5 years	None	None	5 years	None
Reverse Repurchase Agreements and Securities Lending Agreements	Not Allowable	Not Allowable	Not Allowable	20% of the base value of the portfolio	92 days	None
<u>Mortgage Pass-Through Securities</u> · Mortgage-backed securities '(Corporate issued)	Not specified			Not specified		
· Diversified Management Companies	20%	5 years	"A" or better ranking by nationally recognized rating service	20%	5 years	"A" or better ranking by nationally recognized rating service

ATTACHMENT 2
Investments

**CITY OF MONTEREY PARK
INVESTMENTS
AS OF JUNE 30, 2022**

(1) **LA COUNTY POOLED INVESTMENT FUND** **\$ 42,843,347.70**

(2) **LOCAL AGENCY INVESTMENT FUND** **\$ 43,859,054.60**

(3) <u>CERTIFICATES OF DEPOSIT</u>		Purchase Date	Maturity Date	Interest Rate	
1	PREFERRED BANK	09/03/21	09/03/22	0.51%	100,000
2	PREFERRED BANK	09/08/21	09/08/22	0.51%	150,000
3	SALLIE MAE BANK	08/11/21	08/12/24	0.70%	245,000
4	GOLDMAN SACHS BANK	08/11/21	08/12/24	0.60%	245,000
5	TOYOTA FINANCIAL SAVINGS BANK	09/16/21	09/16/24	0.65%	245,000
6	BMW BANK NORTH AMERICA	09/17/21	09/17/24	0.65%	245,000
7	SYNCHRONY BANK	09/17/21	09/17/24	0.65%	245,000
8	UBS BANK USA	09/22/21	09/23/24	0.65%	245,000
9	STATE BANK OF INDIA	10/18/21	10/18/24	0.70%	245,000
10	LIVE OAK BANKING CO.	01/14/22	01/16/24	0.70%	245,000
11	GREENSTATE CREDIT UNION	01/14/22	01/16/24	0.70%	245,000
12	BEAL BANK USA	01/19/22	01/17/24	0.70%	245,000
13	MEDALLION BANK UTAH	01/28/22	01/28/25	1.25%	245,000
14	PENTAGON FEDERAL UNION	01/31/22	01/31/25	1.25%	245,000
15	BEAL BANK	02/02/22	01/29/25	1.15%	245,000
16	AMERICAN EXPRESS NATL BANK	03/09/22	03/11/24	1.60%	245,000
17	BARCLAYS BANK DELAWARE	03/09/22	03/11/24	1.55%	245,000
18	CAPITAL ONE BANK USA	03/16/22	03/17/25	1.80%	245,000
19	VALLIANCE BANK	03/18/22	03/18/25	1.40%	245,000
20	STATE BANK OF TEXAS	03/25/22	03/25/25	1.45%	245,000
21	FIRST FED SAVINGS & LOAN	03/30/22	03/31/25	2.00%	245,000
22	LAFAYETTE FEDERAL CREDIT UNION	03/30/22	03/31/25	2.20%	245,000
23	ALLY BANK	03/31/22	03/28/24	1.95%	245,000
24	COMENITY CAPITAL BANK	04/14/22	04/14/25	2.55%	245,000
25	AMERICU CREDIT UNION	04/21/22	04/21/25	2.30%	245,000
26	BALBOA THRIFT & LOAN	04/29/22	04/29/25	2.00%	245,000
27	CONNEXUS CREDIT UNION	05/26/22	05/28/24	2.65%	245,000
					<u>\$ 6,375,000.00</u>



City Council Staff Report

DATE: September 7, 2022

AGENDA ITEM NO: Consent Calendar - 3B

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

RECOMMENDATION:

It is recommended that the City Council consider:

1. Approving the minutes from the regular meetings of July 6, 2022 and July 20, 2022; the special meetings of July 30, 2022, August 1, 2022 @ 5:30 p.m., and August 1, 2022 @ 6:30 p.m.; and the special and regular meetings of August 17, 2022; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

None.

BACKGROUND:

None.

FISCAL IMPACT:

None.

Respectfully submitted,

Prepared by:

A handwritten signature in blue ink, appearing to read "Vincent D. Chang", is positioned above a horizontal line.

Vincent D. Chang
City Clerk

A handwritten signature in blue ink, appearing to read "Viridiana Martinez", is positioned above a horizontal line.

Viridiana Martinez
Senior Clerk Typist

Approved By:

A handwritten signature in blue ink, appearing to read "Ron Bow", is positioned above a horizontal line.

Ron Bow
City Manager

ATTACHMENT(S):

1. Draft Minutes

ATTACHMENT 1

Draft Minutes

**MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
REGULAR MEETING
JULY 6, 2022**

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, July 6, 2022 at 6:30 p.m.

CALL TO ORDER:

Mayor Lo called the meeting to order at 6:31 p.m.

FLAG SALUTE:

The Monterey Park Fire Explorers led the Flag Salute.

ROLL CALL:

Deputy City Clerk Cindy Trang called the roll:

Council Members Present: Peter Chan, Hans Liang, Henry Lo, Yvonne Yiu
Council Members Absent: None.

ALSO PRESENT: City Treasurer Joseph Leon, City Manager Ron Bow, City Attorney Karl Berger, Assistant City Manager Inez Alvarez, Fire Chief Matt Hallock, Police Chief Kelly Gordon, City Librarian Diana Garcia, Director of Management Services Martha Garcia, Interim Director of Public Works Anthony Antich, Recreation Supervisor Guillermo Chavez, Police Lieutenant Paul Yniguez, Planning Manager Jessica Serrano, Deputy City Clerk Cindy Trang, Assistant Deputy City Clerk Helena Cho, Community Communications Coordinator Randy Ishino

VIRTUALLY PRESENT: City Clerk Vincent Chang, Director of Human Resources and Risk Management Christine Tomikawa, Economic Development Manager Joseph Torres, Housing Consultant Debbie Sotteck, Housing Consultant Priscila Davita

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

City Manager Bow announced additional Staff Communications from the Police Department and Management Services.

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

PUBLIC COMMUNICATIONS

- Sarkis Antonian shared his concerns regarding traffic safety at the Marketplace. He also suggested that the Police Department should consider using electric vehicles.
- Nancy Arcuri suggested that City staff advise residents on the City's districts before the November election. She also inquired about adding a traffic light to the project site on New Avenue.
- Carol Sullivan on behalf of the Monterey Park Woman's Club thanked City staff for their contributions towards the Woman's Club Fashion Show on July 23rd and announced that it is a sold out event.
- Jason Dhing announced that the theme for the Woman's Club Fashion Show on July 23rd will be 100 years of fashion.

STAFF COMMUNICATIONS

- Recreation Supervisor Chavez gave an update on prior and upcoming City events.
- Police Lieutenant Yniguez invited City Council and the community to attend National Night Out on August 2nd at Barnes Park.
- City Librarian Garcia invited the community to attend the upcoming Community Workshops to hear from City leaders about City services and learn about the results of a recent priority survey.

1. PRESENTATION – None.

Matters listed under presentation are informational content and for discussion only.

2. OLD BUSINESS

2A. 2022 CITY HALL CARPET REPLACEMENT – REJECT ALL SUBMITTED BIDS AND ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PUBLIC WORKS CONTRACT WITH JJJ FLOOR COVERING, INC. WITHOUT THE NEED FOR ADDITIONAL BIDDING TO COMPLETE THE CITY HALL CARPET REPLACEMENT PROJECT

On March 16th, 2022, the City Council adopted Resolution No. 2022-R13 approving the design and plans for the City Hall Carpet Replacement Project and authorizing the solicitation of bids for the City Hall Carpet Replacement project. The public bid opening for this project was held on April 12, 2022. Only one bid was received from Empire Today LLC. Staff recommends rejection of all bids due to it being unresponsive. In order to minimize additional cost, staff is also recommending that the City Council adopt a resolution authorizing the City

Manager to execute a Public Works contract with JJJ Floor Covering, Inc. without the need for additional bidding to complete the City Hall Carpet Replacement project in the amount of \$189,910.09, plus 5% contingency.

CEQA (California Environmental Quality Act):

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

Action Taken: The City Council (1) rejected all submitted bids submitted pursuant to the solicitation authorized via Resolution No. 2022-R13; (2) adopted Resolution No. 2022-R51 authorizing the City Manager to execute a Public Works contract with JJJ Floor Covering, Inc., in the amount of \$189,910.09, without the need for additional bidding to complete the City Hall Carpet Replacement project; (3) authorized the Director of Public Works to approve change orders and contingency up to \$9,496, or 5% of the contract amount; and (4) appropriated an additional \$9,407 from the General Fund for this project.

Motion: Moved by Council Member Chan and seconded by Council Member Liang, motion carried by the following vote:

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

Resolution No. 2022-R51:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A STANDARD PUBLIC WORKS AGREEMENT WITH JJJ FLOOR COVERING, INC. WITHOUT THE NEED FOR ADDITIONAL BIDDING TO COMPLETE THE CITY HALL CARPET REPLACEMENT PROJECT

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

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 approved and adopted Item Nos. 3A, 3B, 3E, 3G, 3H, 3I, and 3J on Consent Calendar, excluding Item Nos. 3C, 3D, and 3F which were pulled for discussion and separate motion, reading resolutions and ordinances by the title only and waiving further reading thereof.

Motion: Moved by Council Member Chan and seconded by Council Member Liang, motion carried by the following vote:

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

3A. MINUTES

Approving the minutes from the regular and special meetings of May 18, 2022, and the special meeting of May 25, 2022.

Action Taken: The City Council approved the minutes from the regular and special meetings of May 18, 2022, and the special meeting of May 25, 2022 on Consent Calendar.

3B. CITY OF MONTEREY PARK RATIFYING MEMBERSHIP IN PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT (“PRISM”) RISK MANAGEMENT POOL

City Council authorized the City Manager to move forward with negotiating quotes for the City’s excess insurance coverage and programs. On June 22, 2022, PRISM and City staff finalized coverage options and final quotes. The City of Monterey Park will participate in the PRISM joint powers risk management pool effective July 1, 2022.

Action Taken: The City Council adopted Resolution No. 2022-R52 approving the City of Monterey Park’s membership in Public Risk Innovation, Solutions, and Management (“PRISM”) joint powers risk management pool on Consent Calendar.

Resolution No. 2022-R52:

A RESOLUTION JOINING THE PUBLIC RISK INNOVATION, SOLUTIONS AND MANAGEMENT (“PRISM”), A JOINT POWERS AUTHORITY OPERATING PURSUANT TO A JOINT POWERS AGREEMENT AS AMENDED JUNE 30, 2020 AND APPOINTING REPRESENTATIVES TO PRISM

3C. ACCEPTANCE OF A DONATION IN THE AMOUNT OF \$113,333.33 ON BEHALF OF THE CITY OF MONTEREY PARK FOR THE BRUGGEMEYER LIBRARY

Pursuant to Resolution No. 11776, the City Council may accept donations with a value estimated at \$25,000 or greater (Attachment 1 to the staff report). It is requested that the City Council accept a donation from the estate of Mr. Robert G.

Low in the amount of \$113,333.33 on behalf of the City of Monterey Park for the Bruggemeyer Library.

Action Taken: The City Council accepted a donation in the amount of \$113,333.33 of behalf of the City of Monterey Park for the Bruggemeyer Library; and authorized the City's Management Services Department to appropriate \$20,000 of this donation to the FY22-23 budget.

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

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

3D. PURCHASE OF TWO AUTOMATED LICENSE PLATE READER SYSTEMS FROM 2020 URBAN AREA SECURITY INITIATIVE GRANT

The Monterey Park Police Department was awarded \$76,252 in federal grant funding through the 2020 Urban Areas of Security Initiative (UASI) for the procurement and installation of two mobile automated license plate reader systems (ALPR). The City of Los Angeles, the UASI Administrative Agent, will reimburse the City of Monterey Park for the equipment and installation of the system.

Action Taken: The City Council waived bidding requirements pursuant to Monterey Park Municipal Code Section 3.20.050 (2) and (4), and authorized the City Manager to execute an agreement with Motorola Solutions, Inc., in a form approved by the City Attorney, not to exceed \$76,252.00 for the purchase of two Mobile Automated License Plate Reader Systems (ALPR).

Motion: Moved by Council Member Chan and seconded by Council Member Liang, motion carried by the following vote:

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

3E. CANNABIS TAX FUND GRANT PROGRAM (CTFGP) FUNDING FISCAL YEAR 2022/2023

The City of Monterey Park Police Department was notified of an award of \$82,713.42 from the Department of California Highway Patrol (CHP) Cannabis Tax Fund Grant Program (CTFGP). The police department will utilize the grant funding to reduce and mitigate the impacts of impaired driving in our community.

Action Taken: The City Council accepted grant funds and authorized the City Manager to execute an agreement, in a form approved by the City Attorney, with the California Highway Patrol in the amount of \$87,173.42 for the Cannabis Tax Fund Grant Program (CTFGP); and authorized the City's Management Services Department to allocate \$82,713.42 in grant funding to the FY22-23 budget on Consent Calendar.

3F. A RESOLUTION DECLARING THE MONTH OF JULY AS "PARKS MAKE LIFE BETTER" MONTH IN THE CITY OF MONTEREY PARK

During the month of July, the Recreation and Community Services Department is celebrating "Parks Make Life Better" month. By designating July as "Parks Make Life Better" month, the City of Monterey Park, Recreation and Community Services Department urges all residents to enjoy and recognize the social, physical, mental, economic, environmental, and community benefits derived from our parks, which provide something of value to everyone. As we observe "Parks Make Life Better" month, we recognize the vital contributions of our employees and volunteers who contribute to making parks and recreation facilities a great place to visit. These dedicated staff and volunteers keep our parks clean and safe for visitors, coordinate and organize special events, childcare, summer day camp, swim lessons, educational classes, senior activities, and health and fitness programs. They ensure that parks and recreation facilities are safe and accessible places for all to enjoy.

Public Communication

- Deputy City Clerk Trang received, filed, and read into the record a written communication from Jon Chavira voicing his concerns regarding the lack of fruit bearing trees in City parks. He communicated that there are too many trees that produce pollen and urged the City Council to incorporate more fruit bearing trees throughout City Parks.

Action Taken: The City Council adopted Resolution No. 2022-R53 declaring the month of July as "Parks Make Life Better" Month in the City of Monterey Park.

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

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

Resolution No. 2022-R53:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK
DECLARING THE MONTH OF JULY 2022 AS PARKS MAKE LIFE BETTER
MONTH

**3G. AWARD OF PROFESSIONAL SERVICES AGREEMENT TO KIMLEY-HORN
FOR THE PREPARATION OF A LOCAL ROAD SAFETY PLAN (LRSP)**

The City was awarded grant funding from the California Department of Transportation for the Monterey Park Local Roadway Safety Plan (LRSP). The City released a Request for Proposals (RFP) and received one bid from Kimley-Horn for the preparation of the City's LRSP. Staff requests City Council approval to enter into an agreement with Kimley-Horn, in an amount not to exceed \$49,978, for the preparation of the City's LRSP.

Action Taken: The City Council authorized the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with Kimley-Horn, in an amount not to exceed \$49,978, for the preparation of a Local Road Safety Plan (LRSP) on Consent Calendar.

**3H. TRAFFIC SIGNAL IMPROVEMENTS – RECEIVE AND APPROPRIATE
ADDITIONAL HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) CYCLE 7
GRANT FUNDS AND ISSUE TASK ORDER TO TRANSTECH ENGINEERS**

The City was awarded a grant from Caltrans Highway Safety Improvement Program (HSIP) Cycle 7 for traffic signal improvements, CIP Project No. 96004. The City was recently awarded an additional \$100,000 from Caltrans for this project. Staff recommends receiving and appropriating the additional funding for construction phase. Additionally, staff recommends issuing a Task Order under the City's On-call Engineering Agreement 2282-A with Transtech Engineers, in an amount not to exceed \$100,000, for the required Construction Engineering Services. Staff recommends transferring \$100,000 of Measure R Funds from construction phase to construction engineering phase to pay for the required services.

CEQA (California Environmental Quality Act):

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

Action Taken: The City Council authorized the City Manager to receive and appropriate an additional \$100,000 in Highway Safety Improvement Program (HSIP) Cycle 7 Grant Funds; and authorized a Task Order to Transtech Engineers, in an amount not to exceed \$100,000, for Construction Engineering Services for the HSIP Cycle 7 Traffic Signal Improvement project on Consent Calendar.

3I. AWARD OF CONTRACT TO STETSON ENGINEERS, INC. FOR ANALYSIS AND REPORTING SERVICES RELATED TO POTABLE WATER TREATMENT

Stetson Engineers, Inc. has assisted the City in complying with regulations governing potable water treatment for over 25 years. Annual contracts were previously up to \$60,000. New California law, however, will require additional assistance from this Company. Staff is requesting a three-year Professional Services Agreement with Stetson Engineers, Inc. for an amount not to exceed \$80,000 annually.

Action Taken: The City Council authorized the City Manager to execute a three-year Agreement, in a form approved by the City Attorney, with Stetson Engineers, Inc. for professional services in an amount not to exceed \$80,000 annually on Consent Calendar.

3J. APPROVAL OF THE SIXTH AMENDMENT TO SA ASSOCIATES' PROFESSIONAL SERVICES AGREEMENT FOR THE CENTRALIZED GROUNDWATER TREATMENT SYSTEM

SA Associates has an agreement with the City to provide construction management services for the Centralized Groundwater Treatment System. The project was augmented to incorporate a polyfluoroalkyl substances (PFAS) removal system which has extended the completion of the project. Staff is requesting the approval of the Sixth Amendment to the Professional Services Agreement to include additional construction management services for an amount not to exceed \$60,000.

Action Taken: The City Council authorized the City Manager to execute the Sixth Amendment, in a form approved by the City Attorney, to the Professional Services Agreement with SA Associates for construction management of the Centralized Groundwater Treatment System, for an amount not to exceed \$60,000 on Consent Calendar.

4. PUBLIC HEARING

4A. PUBLIC HEARING AND APPROVAL OF THE 2022-2023 ANNUAL ACTION PLAN AS REQUIRED BY THE COMMUNITY DEVELOPMENT BLOCK GRANT, AND HOME INVESTMENT PARTNERSHIPS PROGRAMS

The U.S. Department of Housing and Urban Development provides funding to states, counties and cities in the form of Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds. Since the City of Monterey Park is an Entitlement City, the City is eligible to receive both CDBG and HOME funds which it has for many years.

Before Monterey Park can receive these funds, federal regulations require that a Consolidated Plan (i.e., five-year plan) be adopted by the City that serves as the federal planning document for those jurisdictions receiving CDBG and HOME Investment Partnerships HOME Program funds. The Consolidated Plan was adopted by the City Council in 2020. In addition, federal regulations also require the adoption of an Annual Action Plan to the Consolidated Plan that operates on a single program year established by the City (i.e., July 1, 2022 through June 30, 2023). As required by federal requirements, the City will submit its One Year Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) by the statutory deadline of August 16, 2022.

The City of Monterey Park views the Annual Action Plan requirements as an opportunity to reassess its housing needs and priorities, as well as its programs and resources in a manner that will best meet the affordable housing and community development challenges of the Monterey Park community. The estimated City entitlement for FY 2022-23 is \$602,926 in CDBG funding and \$338,882 in HOME funding.

Action Taken: The City Council (1) opened the public hearing at 7:41 p.m. with no testimonial and documentary evidence being presented; closed the public hearing at 7:41 p.m; (2) approved the One-year Action Plan (Action Plan) for Fiscal Year 2022-2023 for the Community Development Block Grant ("CDBG"), and HOME Investment Partnerships ("HOME") Programs; (3) directed staff to prepare and transmit the final documents to the U.S. Department of Housing and Urban Development ("HUD"); and (4) authorized the City Manager, or his designee, to take all actions necessary or desirable to implement the Annual Action Plan, and Subrecipient Agreements.

Motion: Moved by Council Member Liang and seconded by Council Member Chan, motion carried by the following vote:

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

5. NEW BUSINESS

5A. INITIATIVE PETITION FOR HEALTHCARE WORKER MINIMUM WAGE ORDINANCE

On February 11, 2022, the City Clerk received a Notice of Intent to Circulate a Petition and a Request for Title and Summary for the proposed initiative filed by proponent Hortencia Armendariz, a Monterey Park resident. Subsequently, the Notice was published in the Monterey Park Progress and the proponent began circulation of the petition.

The signed Petition was filed with the City Clerk on May 11, 2022. Upon receiving the Petition, the City Clerk (as the City's Elections Official¹) forwarded it to the County of Los Angeles Registrar of Voters for verification of the signatures. The Elections Code allows the City Clerk up to thirty days "excluding Saturdays, Sundays, and holidays" to examine the Petition for sufficiency.

Public Communications

- Paul Young, on behalf of the Hospital Association of Southern California, voiced his opposition to the Healthcare Workers Minimum Wage Ordinance and communicated that the language used in the ballot measure is misleading.
- Tony Ramirez voiced his support for the Healthcare Workers Minimum Wage Ordinance and asked the City Council to adopt the ordinance.
- Carla Nunez urged the City Council to vote yes on the Healthcare Workers Minimum Wage Ordinance.
- Alberto Lopez expressed his support for the Healthcare Workers Minimum Wage Ordinance and urged the City Council to pass the ordinance.
- Jesus Rodrate spoke in support of the Healthcare Workers Minimum Wage Ordinance.
- Esteban Viramontez urged the City Council to pass the Healthcare Workers Minimum Wage Ordinance.
- Paul Nino Miranda expressed his support for the Healthcare Workers Minimum Wage Ordinance.
- Rolando Calero voiced his support for the Healthcare Workers Minimum Wage Ordinance and urged the City Council to pass the ordinance.
- Jennifer Acosta said she is in support of the Healthcare Workers Minimum Wage Ordinance.

- Luis Portillo, President & CEO of San Gabriel Valley Economic Partnership, urged the City Council to refer Item No. 5A to the ballot and expressed his opposition for the Healthcare Workers Minimum Wage Ordinance.
- Deputy City Clerk Trang received, filed, and read into the record a written communication from Thomas W. Hiltachk of Bell, McAndrews & Hiltachk, LLP voicing the firm's objection to the Healthcare Workers Minimum Wage Ordinance.

Action Taken: The City Council directed the City Attorney to order an impacts report.

Motion: Moved by Council Member Liang and seconded by Council Member Chan, motion carried by the following vote:

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

6. CITY COMMUNICATIONS (CITY COUNCIL)

- Councilmember Yiu recognized the increase in interest rates and gave an update on bond investments in the City.
- Councilmember Chan appointed Bethelwel Wilson to the Recreation & Parks Commission. He thanked City staff for putting together the Independence Day Celebration on July 2nd.
- Councilmember Liang wished everyone a Happy Fourth of July and announced he was unable to attend any City events due to testing positive for COVID.
- Mayor Lo wished everyone a Happy Fourth of July and announced that he attended the City's Independence Day Celebration on July 2nd. He thanked the Chinese American Military Support (CAMS) for inviting him to their Independence Day Celebration on July 3rd. He also announced that he attended the Cambodia Ethnic Chinese Association's July 4th celebration. Mayor Lo invited the Community to the Friendly Fred Walk on July 16th at Bella Vista Park in recognition of former Councilmember Fred Sornoso.

7. FUTURE AGENDA ITEMS

8. CLOSED SESSION (IF REQUIRED; CITY ATTORNEY TO ANNOUNCE) None.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 8:40 p.m.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
REGULAR MEETING
JULY 20, 2022**

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, July 20, 2022 at 6:30 p.m.

CALL TO ORDER:

Mayor Lo called the meeting to order at 6:30 p.m.

FLAG SALUTE:

The Monterey Park Police Explorers led the Flag Salute.

ROLL CALL:

City Clerk Vincent Chang called the roll:

Council Members Present: Peter Chan, Hans Liang, Henry Lo, Yvonne Yiu
Council Members Absent: None.

ALSO PRESENT: City Treasurer Joseph Leon, City Manager Ron Bow, Deputy City Attorney Joaquin Vasquez, Assistant City Manager Inez Alvarez, Fire Chief Matt Hallock, City Librarian Diana Garcia, Director of Recreation & Community Services Robert Aguirre, Director of Human Resources & Risk Management Christine Tomikawa, Director of Management Services Martha Garcia, Police Captain Scott Wiese, Planning Manager Jessica Serrano, Interim City Engineering Manager Ziad Mazboudi, Public Works Manager Chris Reyes, Public Works Principal Management Analyst Xochitl Tipan, Senior Librarian Reference Deborah Niblick, Deputy City Attorney Joaquin Vasquez, Deputy City Clerk Cindy Trang, Community Communications Coordinator Randy Ishino

VIRTUALLY PRESENT: City Attorney Karl Berger, Police Chief Kelly Gordon, Economic Development Manager Joseph Torres, CounterRisk Inc. RTG Intelligence Chief Candidate Michael T. Little, CliftonLarsonAllen LLP Principal Daphnie Munoz, FM3 Research Partner Richard Bernard

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

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

City Manager Bow requested to move presentation to be heard after Consent Calendar items or upon the arrival of Senator Susan Rubio.

PUBLIC COMMUNICATIONS

- Nancy Arcuri expressed her opposition to the Healthcare Workers Minimum Wage Ordinance.
- Paul Young, on behalf of the Hospital Association of Southern California, voiced his opposition to the Healthcare Workers Minimum Wage Ordinance.
- Vinh T. Ngo, on behalf of the Garvey School District, recognized the Police Department for visiting Monterey Vista Elementary School and Hillcrest Elementary School.
- Christina Smith spoke in support of the Healthcare Workers Minimum Wage Ordinance.
- Rolando Calero expressed the importance of adopting the Healthcare Workers Minimum Wage Ordinance.
- Erica Ruiz expressed her support for the Healthcare Workers Minimum Wage Ordinance and urged the City Council to adopt the ordinance.
- Jordan Sorto voiced his support for the Healthcare Workers Minimum Wage Ordinance.
- Christiane Ruiz spoke about the importance of adopting the Healthcare Workers Minimum Wage Ordinance.
- Jennifer Acosta voiced her support for the Healthcare Workers Minimum Wage Ordinance and urged City Council to adopt the ordinance.
- April Valle spoke in support of the Healthcare Workers Minimum Wage Ordinance.
- Marta Alvarado expressed her support for the Healthcare Workers Minimum Wage Ordinance.
- Lisa Edwards voiced her support for the Healthcare Workers Minimum Wage Ordinance.

- Cheer Liv expressed the importance of adopting the Healthcare Workers Minimum Wage Ordinance.
- Iris Tejada voiced her support for the Healthcare Workers Minimum Wage Ordinance.
- Deputy City Attorney Joaquin Vasquez shared a written communication from City Attorney Karl Berger, on behalf of the Hensley Law Group, proposing creating a “Dodger Day” memorial fund in honor of the late Council Member Fred Sornoso. He informed Council that the memorial fund would provide assistance to young Dodger Fans experiencing financial hardships and unable to attend games.

STAFF COMMUNICATIONS

- Director of Recreation & Community Services provided an update on prior and upcoming City events. He also reported that the Night at Dodger Stadium event on August 5th and the Hollywood Bowl Trip on August 27th are sold out.
- Senior Librarian Niblick informed the community of “Through the Lens an Asian American Experience” photo exhibition opened at the Library from July 8th to August 8th.

RECESSED AND RECONVENED

The City Council recessed at 7:14 p.m. and reconvened at 7:24 p.m.

1. PRESENTATION – None.

Matters listed under presentation are informational content and for discussion only.

- State Senator Susan Rubio provided a Powerpoint presentation regarding Legislative updates.

2. OLD BUSINESS - None.

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

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 approved and adopted Item Nos. 3A, 3C, 3F, 3G, and 3H on Consent Calendar, excluding Item Nos. 3B, 3D, and 3E which were pulled for discussion and separate motion, reading resolutions and ordinances by the title only and waiving further reading thereof.

Motion: Moved by Council Member Liang and seconded by Council Member Chan, motion carried by the following vote:

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

3A. MINUTES

Approving the minutes from the regular and special meetings of June 1, 2022, and the special meeting of June 8, 2022.

Action Taken: The City Council approved the minutes from the regular and special meetings of June 1, 2022, and the special meeting of June 8, 2022 on Consent Calendar.

3B. MONTHLY INVESTMENT REPORT – JUNE 2022

As of June 30, 2022 invested funds for the City of Monterey Park is \$93,077,402.30.

Public Communication:

- City Treasurer Leon gave an update on the June 2022 monthly investment report and the City's investment policy.

Action Taken: The City Council received and filed the monthly investment report of June 2022.

3C. AUDITING SERVICES AGREEMENT - AWARD OF CONTRACT EXTENSION

The City signed a five-year contract (three years plus two optional years) with public accounting firm White Nelson Diehl Evans, LLP (WNDE) on April 20, 2016 for audit services of fiscal years 2016 to 2020. To maintain continuity during the COVID-19 pandemic and while the City transitioned to its new Enterprise Resource Planning (ERP) system, City Council approved an extension for audit services through fiscal year 2022.

In November 2020, CliftonLarsonAllen, LLP (CLA), became successor to White Nelson Diehl Evans, LLP. Robert J. Callanan continued as the lead audit engagement principal.

Government Code § 12410.6(b) prohibits the lead audit principal having primary responsibility for the audit from performing audit services for a local agency for more than six consecutive years; Robert J. Callanan has been the lead engagement principal for that amount of time. Therefore, the City is requesting to continue with CLA LLP and change the engagement principal. Daphnie Munoz will be the lead engagement principal for the term of this extension. A copy of her resume is available.

Action Taken: The City Council awarded a three-year contract extension of the City's auditing services to the City's current audit service provider, CliftonLarsonAllen LLP a certified public accounting and consulting firm; and authorized the City Manager to execute an agreement amendment for the three-year extension, in a form approved by the City Attorney on Consent Calendar.

3D. CANNABIS TAX FUND GRANT PROGRAM (CTFGP) FUNDING FISCAL YEAR 2022/2023 RESOLUTION

On July 6, 2022 the Monterey Park City Council approved the acceptance of \$82,713.42 from the Department of California Highway Patrol (CHP) Cannabis Tax Fund Grant Program (CTFGP) and authorized the City manager to execute an agreement with the California Highway Patrol. On July 7, 2022 staff was notified that the California Highway Patrol required a resolution by the city council in order to execute an agreement.

Action Taken: The City Council adopted Resolution No. 2022-R54 authorizing the City Manager to receive grant funds and execute an agreement, in a form approved by the City Attorney, with the California Highway Patrol in the amount of \$82,713.42 for the Cannabis Tax Fund Grant Program (CTFGP).

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

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

Resolution No. 2022-R54:

A RESOLUTION AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO RECEIVE AND APPROPRIATE GRANT FUNDS FOR THE CANNABIS TAX FUND GRANT PROGRAM

3E. STATE HOMELAND SECURITY PROGRAM – AWARD OF CONTRACT TO MICHAEL T. LITTLE, OF COUNTERRISK, INC., FOR THE REGIONAL TRAINING GROUP (RTG) INTELLIGENCE CHIEF POSITION

The County of Los Angeles is a Subgrantee of the State Homeland Security Program (SHSP) that is provided by the U.S. Department of Homeland Security. Per the subrecipient agreement, the County of Los Angeles is authorized to enter into a subrecipient agreement with the City of Monterey Park. A portion of the grant funds awarded to the City of Monterey Park will include subsidies for a fulltime Regional Training Group (RTG) Intelligence Chief position, for the Los Angeles Area Fire Chiefs Associations (LAAFCA).

In accordance with MPMC Chapter 3.20, staff completed a bidding process to identify a viable candidate for the RTG Intelligence Chief position. The position was advertised on multiple job search websites. Two candidates submitted proposals and interviews were conducted to select the most qualified applicant. Staff identified Michael T. Little of CounterRisk, Inc. Mr. Little has nearly 17 years of experience with the Los Angeles Fire Department, serving in various chief officer positions; including, Assistant Chief - Homeland Security Division. Additionally, he has a Bachelor of Science in Criminal Justice and a Master's in Homeland Security. Mr. Little's work experience coupled with his education make him a prime candidate for the position.

Staff recommends City Council to authorize the City to execute an agreement, in a form approved by the City Attorney, with the Michael T. Little of CounterRisk, Inc. for an amount not to exceed \$606,720. The grant funded position will span over three grant award years. Commencing in the current grant year, SHSP 2020, and culminating with grant year SHSP 2022. The initial contract will be for a total of \$146,720, with the option to renew for two subsequent grant award years, each for \$230,000. The contract is contingent on award of funds from the County of Los Angeles.

Action Taken: The City Council authorized the City Manager to execute a year agreement, with the potential to extend for an additional two years, with Michael T. Little of CounterRisk, Inc., in a form approved by the City Attorney, to provide and coordinate effective intelligence-sharing between Los Angeles area fire service agencies and intelligence, counterterrorism, and homeland security stakeholders for an amount of \$606,720.

Motion: Moved by Council Member Chan and seconded by Council Member Liang, motion carried by the following vote:

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

3F. PREQUALIFICATION OF CONTRACTORS TO BID ON PUBLIC WORKS CONTRACTS

Staff recommends the City Council approve a program that allows the City to prequalify contractors to bid on Public Works contracts by establishing procedures to rate prospective bidders and procedures allowing contractors to appeal the City's prequalification decisions.

Action Taken: The City Council adopted Resolution No. 2022-R55 establishing a procedure for Prequalifying Contractors to bid on Public Works Contracts pursuant to the Public Contracts Code; and adopted Resolution No. 2022-R56 establishing a procedure allowing Contractors to appeal decisions regarding prequalification for Public Works Contracts on Consent Calendar.

Resolution No. 2022-R55:

A RESOLUTION A PROCEDURE FOR PREQUALIFYING CONTRACTORS TO BID ON PUBLIC WORKS CONTRACTS PURSUANT TO PUBLIC CONTRACTS CODE § 20101

Resolution No. 2022-R56:

A RESOLUTION ADOPTED IN ACCORDANCE WITH PUBLIC CONTRACTS CODE § 20101, ESTABLISHING A PROCEDURE ALLOWING CONTRACTORS TO APPEAL DECISIONS REGARDING PREQUALIFICATION FOR PUBLIC WORKS CONTRACTS

3G. PURCHASE OF PASSIO TECHNOLOGIES AUTOMATIC PASSENGER COUNTING SYSTEM

Staff recommends entering into a three-year agreement with Passio Technologies for the purchase and installation of an Automatic Passenger Counting system for its Spirit Buses. Passio Technologies is currently used by, First Transit, the City's Spirit Bus operator and offers the City optimal pricing for its system. This system is a transit management tool that collects valuable data and assists transit administrators track and analyze ridership patterns and provides insight into the bus system's efficiency.

Action Taken: The City Council authorized the City Manager to execute an Agreement, in a form approved by the City Attorney, with Passio Technologies, in an amount not-to-exceed \$101,809 for the purchase and installation of an Automatic Passenger Counting System for the City's Spirit Buses; and appropriated \$101,809 from Proposition A funds for this purchase on Consent Calendar.

3H. AMENDMENT TO AGREEMENT 2057-A WITH ATHENS SERVICES FOR STREET SWEEPING SERVICES

The street sweeping agreement with Athens Services will expire on August 31, 2022. Staff recommends that the City exercise its option to extend the agreement for an additional three years through August 31, 2025.

Action Taken: The City Council authorized the City Manager to execute an Amendment, in a form approved by the City Attorney, to Agreement 2057-A with Athens Services, in an amount not-to-exceed \$345,092 per year (plus annual CPI), to extend the contract for street sweeping services for an additional three years on Consent Calendar.

4. PUBLIC HEARING – None.

5. NEW BUSINESS

5A. BALLOT PROPOSITION TO IMPOSE A ¾ CENT SALES TAX FOR GENERAL MUNICIPAL PURPOSES

The recommended actions would cause a proposition to be placed on the November 8, 2022 ballot regarding a general sales tax. If adopted by voters, the sales tax would increase the City's local sales tax revenue by a projected \$6,000,000 per year. Revenue from that sales tax measure may be used for any general municipal purpose.

Public Communications:

- Nancy Arcuri expressed her support for the ballot proposition to impose a ¾ cent sales for general municipal purposes.

Action Taken: The City Council (1) adopted Resolution No. 2022-R57 placing a proposition on the November 8, 2022, ballot which, if adopted by a majority of voters, would impose a general sales tax, as amended to delete the word "for" in the ballot title; (2) determined Mayor Lo as the person designated for filing an argument favoring the ballot proposition; (3) adopted a Resolution No. 2022-R58 requesting that the City Attorney prepare an impartial analysis for the ballot measure; (4) adopted Resolution No. 2022-R59 establishing regulations for ballot arguments; and (5) adopted Resolution No. 2022-R60 supporting the sales tax proposition.

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

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

Resolution No. 2022-R57:

A RESOLUTION ADDING A PROPOSITION TO THE BALLOT FOR THE PREVIOUSLY CALLED NOVEMBER 8, 2022, REGULAR MUNICIPAL ELECTION PURSUANT TO ELECTIONS CODE § 9222

Resolution No. 2022-R58:

A RESOLUTION DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE PROPOSITION AUTHORIZING IMPOSITION OF A THREE-QUARTER CENT TRANSACTIONS AND USE TAX (SALES TAX) TO FUND GENERAL MUNICIPAL SERVICES TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION

Resolution No. 2022-R59:

A RESOLUTION ESTABLISHING REQUIREMENTS FOR BALLOT ARGUMENTS FILED WITH THE CITY CLERK TO BE INCLUDED WITH VOTER INFORMATION FOR THE GENERAL ELECTION ON NOVEMBER 8, 2022

Resolution No. 2022-R60:

A RESOLUTION OF THE CITY OF MONTEREY PARK TO SUPPORT A BALLOT PROPOSITION NEEDED TO MAINTAINING MONTEREY PARK'S LONG TERM FINANCIAL STABILITY AND LOCALLY CONTROLLED SERVICES BY ESTABLISHING A ¾ CENT TRANSACTIONS AND USE (SALES) TAX, RAISING APPROXIMATELY \$6,000,000 ANNUALLY TO THE GENERAL FUND

RECESSED AND RECONVENED

The City Council recessed at 9:15 p.m. and reconvened at 9:25 p.m.

5B. PROPOSED DISSOLUTION OF THE NEWMARK AVENUE UNDERGROUND UTILITY DISTRICT; CREATION OF THE MONTEREY PASS ROAD UNDERGROUND UTILITY DISTRICT

Resolution No. 11264 (adopted April 1, 2009) created an Underground Utility District on Newark Avenue between Garfield Avenue to New Avenue ("Newmark UUD"). If adopted, the draft Resolution would set a public hearing to consider dissolution of the Newmark UUD on August 17, 2022. At that time, the City Council would also consider the recommended creation of a new Underground Utility District on Monterey Pass Road from Garvey Avenue to Vagabond Drive ("MPR UUD").

Action Taken: The City Council (1) adopted the Resolution of Intent, Resolution No. 2022-R61, to dissolve the existing Underground Utilities District on Newmark Avenue from Garfield Avenue to New Avenue and, also, to create the Monterey Pass Underground Utility District. The date for considering such actions would be August 17, 2022 at 6:30 p.m; (2) directed the City Manager, or designee, to notify all affected property owners of the Underground Utility Districts in accordance with Monterey Park Municipal Code (“MPMC”) § 14.16.020; and (3) directed the City Manager, or designee, to file necessary documents with all affected utility companies.

Motion: Moved by Council Member Liang and seconded by Council Member Chan, motion carried by the following vote:

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

Resolution No. 2022-R61:

A RESOLUTION DECLARING THE CITY COUNCIL’S INTENT TO REPEAL RESOLUTION NO. 11264 AND ESTABLISH A NEW MONTEREY PARK PASS ROAD UNDERGROUNDING DISTRICT PURSUANT TO MONTEREY PARK MUNICIPAL CODE CHAPTER 14.16.

6. CITY COMMUNICATIONS (CITY COUNCIL)

Council Member Yiu reported that she attended the “Friendly Fred Walk” and expressed her condolences to the late Council Member Fred Sornoso’s family.

Council Member Chan reported that he attended the “Friendly Fred Walk” and suggested organizing future tribute walks in honor of the late Council Member Fred Sornoso. He also reported that on July 14th Sun Yet-Sen school toured City Hall, the Police Department, and Fire Department.

Council Member Liang reported that he attended the “Friendly Fred Walk” and expressed his condolences to the late Council Member Fred Sornoso’s family.

Mayor Lo expressed gratitude for the outpouring turnout for the “Friendly Fred Walk” and suggested organizing more walks in honor of the late Council Member Fred Sornoso.

7. FUTURE AGENDA ITEMS

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

None.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 9:35 p.m. in memory of late Council Member Fred Sornoso.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
JULY 30, 2022**

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Special Meeting of the Council in Courtyard by Marriott Boardroom located at 555 N. Atlantic in the City of Monterey Park on Saturday, July 30, 2022 at 8:30 a.m.

CALL TO ORDER:

Mayor Lo called the meeting to order at 8:35 a.m.

FLAG SALUTE:

Mayor Lo led the Flag Salute.

ROLL CALL:

City Manager Ron Bow called the roll:

Council Members Present: Peter Chan, Hans Liang, Henry Lo, Yvonne Yiu
Council Members Absent: None

ALSO PRESENT: City Attorney Karl Berger, Assistant City Manager Inez Alvarez, Fire Chief Matt Hallock, Police Chief Kelly Gordon, Director of Management Services Martha Garcia, Director of Recreation & Community Services Robert Aguirre, Director of Human Resources & Risk Management Christine Tomikawa, City Librarian Diana Garcia, Interim Director of Community & Economic Development Steve Sizemore, Police Captain Scott Wiese, Planning Manager Jessica Serrano, Deputy City Clerk Cindy Trang, Secretary to the City Manager Diana Wong

VIRTUALLY PRESENT: City Manager Ron Bow

Public Communications:

- Thomas Wong spoke about climate change.
- Gabe Montoya voiced his support for increasing Healthcare Workers minimum wage.
- Maky Peters expressed support for increasing Healthcare Workers minimum wage.

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

- Albert Young expressed his opposition against increasing the Healthcare Workers minimum wage.
- Planning Manager Serrano presented a presentation on Going Green Work Program and provided a timeline for implementation.

NEW BUSINESS

1. STRATEGIC PLANNING WORKSHOP

This is a City Council workshop to prioritize the City's legislative and project agenda. It is anticipated that the workshop will not result in the City Council taking any particular action. Instead, City Councilmembers and key staff members will be reviewing the City Council's previous strategic plan; updating it; and providing direction to the City Manager. Topics may include, without limitation, infrastructure improvements; revenue enhancement; land use challenges; and municipal property needs assessment. Any direction provided by the City Council will appear on future meeting agendas. The anticipated outline of the workshop will follow this general order:

- Overview
- Lasting Community Impacts
- Refresher on Form of Government
- Review Work to Date for 2022, Explore Plans for remainder of 2022 and into 2023
- Headwinds: Change as Process, not an Event
- Hot Topics
- Strategic Plan
- Next Steps

DISCUSSION: City Consultant, Patrick Ibarra of the Mejorando Group, facilitated a strategic workshop for the City Council to discuss ideas and suggestions towards the future vision of the City. The City Council ensued in discussions regarding Lasting Community Impacts; Review Work to Date for 2022, Explore Plans for remainder of 2022 and into 2023; "Headwinds: Change as Process, not an Event"; Hot Topics including discussion on governance, fiscal, community, land use, internal/operational, environmental, housing, amenities, and public safety; Strategic Plan; and Next Steps to include periodic updates and inclusion in future council reports.

Action Taken: No reportable action taken.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 2:42 p.m.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
AUGUST 1, 2022**

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall located at 320 West Newmark Avenue in the City of Monterey Park on Monday, August 1, 2022 at 5:30 p.m.

CALL TO ORDER:

Mayor Lo called the meeting to order at 5:30 p.m.

ROLL CALL:

City Manager Ron Bow called the roll:

Council Members Present: Peter Chan, Hans Liang, Henry Lo, Yvonne Yiu

Council Members Absent: None

ALSO PRESENT: City Manager Ron Bow, City Attorney Karl Berger, Assistant City Manager Inez Alvarez, Alan Sozio of Burke, Williams & Sorensen

ORAL AND WRITTEN COMMUNICATIONS – None.

1. CLOSED SESSION

The City Council adjourned to Closed Session at 5:30 p.m.

1-A. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION – GOVERNMENT CODE § 54956.9(D)(4)). NUMBER OF POTENTIAL CASES: ONE. Potential defendants and properties listed below (not required by applicable law; voluntarily disclosed):

1. Center Int'l Investments, Inc. and Does 1-25. 1688 West Garvey (APN 5254-002-031).

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

**1-B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – GOVERNMENT
CODE § 54956.9(D)(1). NUMBER OF CASES: FOUR.**

1. *The People of the State of California, ex rel., Mark D. Hensley, City Attorney for the City of Monterey Park v. Center Int'l Investments, Inc., et al.* (filed December 31, 2015) LASC Case No. BC605788.
2. *Save Our Slopes v. City of Monterey Park, et al.* (filed July 21, 2022) LASC Case No. 21STCP02365.
3. *Center Int'l Investments, Inc. v. City of Monterey Park* (filed May 2, 2022) LASC Case No. 22STCV14135.
4. *Center Int'l Investments, Inc. v. City of Monterey Park* (filed May 4, 2022) LASC Case No. 22STCP01678.

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present. The meeting was adjourned at 6:05 p.m.

Action Taken: No reportable action taken.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
AUGUST 1, 2022**

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Special Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Monday, August 1, 2022 at 6:30 p.m.

CALL TO ORDER:

Mayor Lo called the meeting to order at 6:30 p.m.

FLAG SALUTE:

The Monterey Park Fire Explorers led the Flag Salute

ROLL CALL:

City Clerk Vincent Chang called the roll:

Council Members Present: Peter Chan, Hans Liang, Henry Lo, Yvonne Yiu
Council Members Absent: None.

ALSO PRESENT: City Attorney Karl Berger, Assistant City Manager Inez Alvarez, Police Chief Kelly Gordon, Director of Management Services Martha Garcia, Planning Manager Jessica Serrano, Public Works Principal Management Analyst Xochitl Tipan, Deputy City Clerk Cindy Trang, Community Communications Coordinator Randy Ishino

VIRTUALLY PRESENT: City Manager Ron Bow, Director of Recreation & Community Services Robert Aguirre, City Librarian Diana Garcia, Fire Division Chief Ryan Weddle, Economic Development Manager Joseph Torres, Police Captain Scott Wiese

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

City Attorney Berger announced there is a supplemental staff report for Item No. 2A.

PUBLIC COMMUNICATIONS

- Nancy Arcuri spoke in opposition of the Initiative Petition and urged City Council to not adopt it as an ordinance.

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

- Nayiri Baghdassaian, on behalf of the San Gabriel Valley Economic Partnership, urged the City Council to place the Initiative Petition on the November 8th ballot.
- Paul Young, on behalf of the Hospital Association of Southern California, spoke in opposition of adopting the Initiative Petition as an ordinance.
- Adena Tesslee, on behalf of the Hospital Association of Southern California, voiced her opposition for the Initiative Petition and asked that City Council not adopt it as an ordinance.
- Rolando Calero expressed his support for adopting the Initiative Petition as an ordinance.
- Martha Capra voiced her support for raising the minimum wage for Healthcare Workers.
- Esteban Viramontes urged the City Council to adopt the Initiative Petition ordinance.
- Lisa Edwards expressed her support for the Initiative Petition and asked that the City Council adopt the ordinance.
- Bing Fu Guan voiced his support for raising the minimum wage for Healthcare Workers.
- Mark Garcia encouraged that City Council to adopt the Initiative Petition as an ordinance.
- Jose Jimenez spoke in support of adopting the Initiative Petition ordinance.
- Yue Xi Yang voiced her support for the Initiative Petition and asked that the City Council adopts the ordinance.
- Jorge Hernandez asked that City Council to adopt the Initiative Petition as an ordinance.
- Jairo Castillo voiced his support for adopting the Initiative Petition ordinance.
- Oscar Najarro urged City Council to adopt the Initiative Petition as an ordinance.
- Leo Sanglang expressed his support for the Initiative Petition and urged the City Council to adopt the ordinance.
- Tony Ramirez said he is in support adopting the Initiative Petition ordinance.

- Suzzane Ramirez voiced her support for adopting the Initiative Petition ordinance.
- Maky Peters expressed support for raising the minimum wage for Healthcare Workers and urged the City Council to adopt the Initiative Petition as an ordinance.
- Jaime Rojas, on behalf of the California Hispanic Chamber of Commerce, spoke in opposition of the Initiative Petition as it is currently written and opposed adopting it as an ordinance.
- Juan Sanjuan, on behalf of the LA Metro Hispanic Chamber, urged the City Council to place the Initiative Petition on the November 8th ballot.
- Monica Gonzalez, on behalf of the No On the Unequal Pay Measures Coalition, suggested that City Council add the Initiative Petition to the November 8th ballot.
- Michael Juarez, on behalf of the California Hispanic Chamber of Commerce, expressed opposition for adopting the Initiative Petition as an ordinance.
- Gabriel Montoya spoke in support of the Initiative Petition and urged the City Council to adopt the ordinance.
- Lorena Vellanoweth voiced her support for the Initiative Petition and urged the City Council to vote yes on raising the minimum wage for Healthcare Workers.
- Linna Chu urged the City Council to adopt the Initiative Petition as an ordinance.
- Arturo Perez voiced his support for raising the minimum wage for Healthcare Workers.
- Clara Nunez urged the City Council to adopt the Initiative Petition as an ordinance.
- Jose Barrera expressed his support for the Initiative Petition and asked the City Council to adopt it as an ordinance.
- April Valle spoke in support of the Initiative Petition and urged the City Council to adopt the petition as an ordinance.
- City Clerk Chang received, filed, and informed the City Council that three written communications were received after the submittal period, with two being in opposition and one being in support of adopting the Initiative Petition as an ordinance.

STAFF COMMUNICATIONS – None.

1. **PRESENTATION** – None.
Matters listed under presentation are informational content and for discussion only.
2. **OLD BUSINESS** - None.
- 2A. **IMPACT REPORT REGARDING HEALTHCARE WORKER COMPENSATION INITIATIVE PETITION (THE “INITIATIVE PETITION”)**

On July 6, 2022, the City Council considered Agenda Item No. 5-A. After a staff presentation and public comment, the City Council asked that a report be presented to the City Council outlining the potential impacts to the City were the Initiative Petition to become law.

This Report outlines the positions of the proponents and opponents of the Initiative Petition. Additionally, it provides the City Council information regarding the projected cost to the City were the petition to become law. Contrary to the assertions of the proponents, were the Initiative Petition to become effective, the City will incur costs associated with the Initiative Petition. While somewhat speculative, the ongoing administration and enforcement costs would be approximately \$125,000 per year. This does not include any costs associated with defending against already threatened lawsuits by the opponents to the Initiative Petition. Nor does it include the approximately \$30,000 that must be paid to Los Angeles County to place the matter onto the ballot.

Action Taken: Council Member Yiu declared a potential conflict of interest as her spouse’s employment is in the healthcare industry, therefore she recused herself from the dais and did not participate in discussion. Upon the City Clerk’s certification of the qualifying petition, the City Council adopted Resolution No. 2022-R62.

Motion: Moved by Council Member Chan and seconded by Council Member Liang, motion carried by the following vote:

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

Resolution No. 2022-R62:

A RESOLUTION CERTIFYING THAT AN INITIATIVE ENTITLED “AN INITIATIVE REQUIRING PERSONS EMPLOYING PARTTIME AND FULL-TIME HEALTHCARE WORKERS INCLUDING, WITHOUT LIMITATION, CLINICIANS, NURSES, CERTIFIED NURSING ASSISTANTS, AIDES, TECHNICIANS, MAINTENANCE WORKERS, JANITORIAL OR HOUSEKEEPING STAFF PERSONS, GROUNDSKEEPERS, GUARDS, FOOD SERVICE WORKERS, LAUNDRY WORKERS, PHARMACISTS, NONMANAGERIAL ADMINISTRATIVE WORKERS, AND BUSINESS CLERICAL WORKERS (BUT NOT MANAGERS OR SUPERVISORS) TO PAY A MINIMUM HOURLY WAGE OF \$25 TO BE INCREASED ON AN ANNUAL BASIS.” QUALIFIES FOR THE BALLOT

Action Taken: Council Member Yiu declared a potential conflict of interest as her spouse’s employment is in the healthcare industry, therefore she recused herself from the dais and did not participate in discussion. The City Council adopted the petition and adopted Ordinance No. 2223.

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

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

Ordinance No. 2223:

AN ORDINANCE ADOPTING AN INITIATIVE ENTITLED “AN INITIATIVE REQUIRING PERSONS EMPLOYING PART-TIME AND FULL-TIME HEALTHCARE WORKERS INCLUDING, WITHOUT LIMITATION, CLINICIANS, NURSES, CERTIFIED NURSING ASSISTANTS, AIDES, TECHNICIANS, MAINTENANCE WORKERS, JANITORIAL OR HOUSEKEEPING STAFF PERSONS, GROUNDSKEEPERS, GUARDS, FOOD SERVICE WORKERS, LAUNDRY WORKERS, PHARMACISTS, NONMANAGERIAL ADMINISTRATIVE WORKERS, AND BUSINESS CLERICAL WORKERS (BUT NOT MANAGERS OR SUPERVISORS) TO PAY A MINIMUM HOURLY WAGE OF \$25 TO BE INCREASED ON AN ANNUAL BASIS. ” AND CODIFYING THAT INITIATIVE INTO A NEW CHAPTER 6.40 IN THE MONTEREY PARK MUNICIPAL CODE ENTITLED “HEALTHCARE WORKER COMPENSATION.”

RECESSED AND RECONVENED

The City Council recessed at 8:01 p.m. and reconvened at 8:10 p.m.

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 approved and adopted Item Nos. 3A, 3B, 3C, 3D, 3E, 3F, and 3G on Consent Calendar.

Motion: Moved by Council Member Chan and seconded by Council Member Liang, motion carried by the following vote:

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

3A. MINUTES

Approving the minutes from the regular meeting of June 15, 2022, and the special meeting of June 29, 2022.

Action Taken: The City Council approved the minutes from the regular meeting of June 15, 2022, and the special meeting of June 29, 2022 on Consent Calendar.

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

Adopting the resolution attached to the staff report, will allow the City to recover costs, including attorney's fees, incurred the City's abatement of the public nuisance present on certain real property located in the City (APN 5254-002-031) (the "Property") owned by Center Int'l Investments Inc. ("CII"). The Resolution authorizes recording the associated Notice of Nuisance Abatement Lien in the amount of \$4,436,217.07. This will be the second lien on the Property for the time period of April 1, 2022 and June 30, 2022. After recording this lien, the liens against the Property will total \$5,689,830.53.

CEQA (California Environmental Quality Act):

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

Action Taken: The City Council adopted Resolution No. 2022-R63 to record a Notice of Nuisance Abatement Lien on Consent Calendar.

Resolution No. 2022-R63:

A RESOLUTION EXTENDING THE LOCAL EMERGENCY FOR THE GOODVIEWS ABATEMENT PROJECT ("GAP") PURSUANT TO GOVERNMENT CODE § 8630 AND AUTHORIZING THE RECORDATION OF A NUISANCE ABATEMENT LIEN AGAINST CERTAIN REAL PROPERTY LOCATED IN THE CITY (APN 5254-002-031)

3C. IDENTIFYING A TAX RATE FOR COLLECTING VOTER AUTHORIZED PROPERTY TAXES FOR EMPLOYEE RETIREMENT BENEFITS BASED ON THE ASSESSED VALUATION ESTABLISHED BY THE COUNTY ASSESSOR'S OFFICE

The City of Monterey Park's retirement costs are, in part, funded by a special voter approved property tax. Each year the City is required to establish a tax rate to generate the retirement property tax based on the assessed valuation established by the County Assessor's Office.

Action Taken: The City Council adopted Resolution No. 2022-R64 identifying the amount of tax revenue required to fulfill the voters' intent in funding the City's retirement system on Consent Calendar.

Resolution No. 2022-R64:

A RESOLUTION IDENTIFYING THE AMOUNT OF TAX REVENUE REQUIRED TO FULFILL THE VOTERS' INTENT IN FUNDING THE CITY'S RETIREMENT SYSTEM DURING FISCAL YEAR 2022-2023 AND AUTHORIZING THE LEVY OF APPROPRIATE TAXES

3D. PROFESSIONAL SERVICES AMENDMENT WITH MV CHENG AND ASSOCIATES FOR GOVERNMENTAL ACCOUNTING CONSULTING SERVICES

The Management Services Department currently has six full time staff positions vacant. The City is struggling to find qualified applicants and has contracted with MV Cheng and Associates to provide governmental accounting services for the Management Services Department while qualified candidates are identified and hired with the City.

The City is requesting to amend the contract with MV Cheng and Associates to increase the not to exceed amount from \$60,000 to \$150,000.

Action Taken: The City Council authorized the City Manager to execute an amendment with MV Cheng and Associates in a form approved by the City Attorney; to provide governmental accounting services for an amount not to exceed \$150,000 on Consent Calendar.

3E. SECOND AMENDMENT TO AGREEMENT 2260-A WITH THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS FOR PARTICIPATION IN ITS REGIONAL FOOD RECOVERY PROGRAM

Senate Bill 1383 (SB 1383) requires cities to implement mandatory organics recycling programs that provide organic waste collection services to all residents and businesses and to establish a food recovery program. The City joined the San Gabriel Valley Council of Governments (SGVCOG) Regional Food Recovery Program to comply with SB1383's food recovery components and assist businesses to comply with the law. Staff recommends the City amend the agreement with SGVCOG to participate in the expansion of the Food Recovery Program (Tasks 7-9) to increase food recovery capacity in the region.

Action Taken: The City Council authorized the City Manager to execute Amendment No. 2, in a form approved by the City Attorney, to Agreement 2260-A with the San Gabriel Valley Council of Governments, for participation in Tasks 7-9 of the Food Recovery Program on Consent Calendar.

3F. CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) STEP GRANT FISCAL YEAR 2022/2023

The City of Monterey Park Police Department was notified of a tentative award of \$189,000.00 from the California Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant. The police department will utilize the grant to continue its education and enforcement of traffic related laws to reduce injury and fatal traffic collisions.

Action Taken: The City Council adopted Resolution No. 2022-R65 authorizing the City Manager to apply for, accept, and execute any documents, in a form approved by the City Attorney, with the California Office of Traffic Safety in the amount of \$189,000 for the Selective Traffic Enforcement Program (STEP) Grant; and authorized an amendment to the City's FY 2022-23 Budget to allocate \$189,000 in grant funding on Consent Calendar.

Resolution No. 2022-R65:

A RESOLUTION AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO RECEIVE AND APPROPRIATE GRANT FUNDS FOR THE SELECTIVE TRAFFIC ENFORCEMENT GRANT PROGRAM

3G. OFFICE OF TRAFFIC SAFETY (OTS) PEDESTRIAN AND BICYCLE SAFETY PROGRAM GRANT FISCAL YEAR 2022/2023

The City of Monterey Park Police Department was notified of a tentative award of \$25,000 from the California Office of Traffic Safety (OTS) Pedestrian and Bicycle Safety Program Grant.

The police department will utilize the grant to educate the community on pedestrian and bicycle safety to reduce injury and fatal traffic collisions.

Action Taken: The City Council adopted Resolution No. 2022-R66 authorizing the City Manager to apply for, accept, and execute documents, in a form approved by the City Attorney, with the California Office of Traffic Safety in the amount of \$25,000 for the Pedestrian and Bicycle Safety Program Grant; and amended the FY 2022-23 Budget to allocate \$25,000 on Consent Calendar.

Resolution No. 2022-R66:

A RESOLUTION AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO RECEIVE AND APPROPRIATE GRANT FUNDS FOR THE PEDESTRIAN AND BICYCLE SAFETY GRANT PROGRAM

4. **PUBLIC HEARING** – None.

5. **NEW BUSINESS** – None.

6. **CITY COMMUNICATIONS (CITY COUNCIL)**

Council Member Yiu reported that she attended Council Member Fred Sornoso's memorial event at the Langley Senior Center and thanked Council Member Liang for hosting the memorial.

Council Member Chan reported that he attended Council Member Fred Sornoso's memorial event at the Langley Senior Center. He also reported that he attended the Woman's Club Fashion Show event.

Council Member Liang reported that he attended Council Member Fred Sornoso's memorial event at the Langley Senior Center and his funeral services at Rose Hills.

Mayor Lo reported that he attended Council Member Fred Sornoso's memorial event at the Langley Senior Center and thanked the Monterey Park Hospital for caring for Mr. Sornoso during his final days.

7. **FUTURE AGENDA ITEMS**

8. **CLOSED SESSION (IF REQUIRED; CITY ATTORNEY TO ANNOUNCE)**
None.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 8:55 p.m. in memory of former Council Member Fred Sornoso.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
AUGUST 17, 2022**

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall located at 320 West Newmark Avenue in the City of Monterey Park on Wednesday, August 17, 2022 at 5:00 p.m.

CALL TO ORDER:

Mayor Lo called the meeting to order at 5:10 p.m.

ROLL CALL:

City Manager Ron Bow called the roll:

Council Members Present: Peter Chan, Hans Liang, Henry Lo, Yvonne Yiu

Council Members Absent: None

ALSO PRESENT: City Manager Ron Bow, City Attorney Karl Berger, Assistant City Manager Inez Alvarez, Director of Human Resources and Risk Management Christine Tomikawa, Director of Management Services Martha Garcia, Steve Berliner of Liebert Cassidy & Whitmore

ORAL AND WRITTEN COMMUNICATIONS

- Wes Hellman introduced himself as the Congressional candidate for District 28.

1. CLOSED SESSION

The City Council adjourned to Closed Session at 5:10 p.m.

**1-A. CONFERENCE LEGAL COUNSEL, EXISTING LITIGATION - GOVERNMENT
CODE SECTION 54956.9(d) - Number of Cases: One**

Gonzalez v. City of Monterey Park, et al. (filed August 8, 2022) LASC Case No. 22STCP02942

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

1-B. CONFERENCE WITH LABOR NEGOTIATORS, PURSUANT TO CALIFORNIA GOVERNMENT CODE § 54957.6

City Negotiators: Steve Berliner, Esq. from Liebert Cassidy & Whitmore (the City's special counsel for labor matters) and Christine Tomikawa, Director of Human Resources and Risk Management

Employee Organizations: Confidential Employees' Association, Firefighters' Association, Mid-Management Association, Police Captains' Association, Police Officers' Association, Police Officers' Mid-Management Association, Professional Chief Officers' Association, and Service Employees International Union, Local 721

RECONVENED

The City Council reconvened from Closed Session with all Council Members present.

Action Taken: Mayor Lo reported out of closed session the following regarding Item No. 1A:

“This is a report from closed session regarding Agenda Item No. 1A: existing litigation. The case is captioned Gonzalez V. City of Monterey Park.

The litigation resulted from the City Council's decision on August 1, 2022 to adopt Ordinance No. 2223. That ordinance implements the initiative petition establishing a minimum wage for Healthcare Workers. It was proposed by an initiative petition circulated by the Service Employee's International Union or “SEIU”.

The City Council took its action after Council Member Yvonne Yiu declared a conflict of interest. Her decision was based upon a letter received from the SEIU alleging that she had an economic conflict of interest resulting from her spouse's business.

While the City Council could have placed the initiative petition onto the November 2022 ballot, it instead chose to adopt the ordinance. That action was specifically – and repeatedly – requested by SEIU representatives over the objections of private employers who would be affected by the minimum wage.

On August 8, 2022, opponents of the initiative petition – representing various private employers that would be affected by the minimum wage – filed a lawsuit against the City.

The City expected this lawsuit, consequently, before and after the lawsuit was filed, City officials contacted SEIU representatives and asked whether SEIU would be defending the City or, at a minimum, reimbursing the City for its defense costs. SEIU declined to take either action.

This is not the City's fight; the minimum wage for Healthcare Workers was proposed by the SEIU and the SEIU should stand by its own initiative petition. Because SEIU is not

willing to defend its own initiative petition – which it asked the City Council to adopt by ordinance – there is no reason for the City to defend the City Council's actions.

Accordingly, the City Council directed City Attorney to take no action regarding the lawsuit. Instead, the City will simply inform the court that the City stands ready to comply with any legal order issued by the court.”

ADJOURNMENT

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

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
REGULAR MEETING
AUGUST 17, 2022**

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, August 17, 2022 at 6:30 p.m.

CALL TO ORDER:

Mayor Lo called the meeting to order at 6:30 p.m.

FLAG SALUTE:

The Monterey Park Police Explorers led the Flag Salute

ROLL CALL:

City Clerk Vincent Chang called the roll:

Council Members Present: Peter Chan, Hans Liang, Henry Lo, Yvonne Yiu
Council Members Absent: None.

ALSO PRESENT: City Treasurer Joseph Leon, City Manager Ron Bow, City Attorney Karl Berger, Assistant City Manager Inez Alvarez, Fire Chief Matt Hallock, Police Chief Kelly Gordon, City Librarian Diana Garcia, Director of Management Services Martha Garcia, Interim Director of Public Works Anthony Antich, Finance Manager Laure Borjon, Recreation & Community Services Manager Orlando Muro, Water Utility Manager Richard Gonzales, Assistant Deputy City Clerk Helena Cho, Community Communications Coordinator Randy Ishino

VIRTUALLY PRESENT: Director of Recreation & Community Services Robert Aguirre, Economic Development Manager Joseph Torres, Planning Manager Jessica Serrano, Public Works Management Analyst Xochitl Tipan, Los Angeles County Agriculture Commissioner Weights & Measures Department Representative Celine Chiew

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

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

Mayor Lo reported out of closed session the following regarding Item No. 1A:

“This is a report from closed session regarding Agenda Item No. 1A: existing litigation. The case is captioned Gonzalez V. City of Monterey Park.

The litigation resulted from the City Council's decision on August 1, 2022 to adopt Ordinance No. 2223. That ordinance implements the initiative petition establishing a minimum wage for Healthcare Workers. It was proposed by an initiative petition circulated by the Service Employee's International Union or “SEIU”.

The City Council took its action after Council Member Yvonne Yiu declared a conflict of interest. Her decision was based upon a letter received from the SEIU alleging that she had an economic conflict of interest resulting from her spouse's business.

While the City Council could have placed the initiative petition onto the November 2022 ballot, it instead chose to adopt the ordinance. That action was specifically – and repeatedly – requested by SEIU representatives over the objections of private employers who would be affected by the minimum wage.

On August 8, 2022, opponents of the initiative petition – representing various private employers that would be affected by the minimum wage – filed a lawsuit against the City.

The City expected this lawsuit, consequently, before and after the lawsuit was filed, City officials contacted SEIU representatives and asked whether SEIU would be defending the City or, at a minimum, reimbursing the City for its defense costs. SEIU declined to take either action.

This is not the City's fight; the minimum wage for Healthcare Workers was proposed by the SEIU and the SEIU should stand by its own initiative petition. Because SEIU is not willing to defend its own initiative petition – which it asked the City Council to adopt by ordinance – there is no reason for the City to defend the City Council's actions.

Accordingly, the City Council directed City Attorney to take no action regarding the lawsuit. Instead, the City will simply inform the court that the City stands ready to comply with any legal order issued by the court.”

City Manager Bow reported an addition to Staff Communications from the Fire Department.

PUBLIC COMMUNICATIONS

- Chief Gordon spoke of Officer Gadriel Solorio, who lost his life off duty on August 8th. She informed the community that City Hall will be closed to the public on Thursday, August 26, in honor of Officer Solorio's funeral services and a fundraiser will be held on September 1st at Brew Kitchen from 5 p.m. to 10 p.m. Chief Gordon stated that the memorial for Officer Solorio outside of City Hall will be cleaned, but not removed.
- Paul Lee, Chair of the Recreation & Community Services Commission informed the community of a successful Monterey Park Dodger Night. He also invited the community to the 2nd Annual Pickleball tournament on November 12 and Electric Park event on October 8th.
- Charles Leon, on behalf of SEIU Local 721, inquired about a follow-up meeting with City Council to discuss HERO's Pay.
- Bill Lam stated that when he rode the Spirit bus and noticed missing bus stop signage and suggested that the City Council look into expanding the Spirit bus routes.

STAFF COMMUNICATIONS

- Recreation Manager Muro gave an update on prior and upcoming City events.
- Fire Chief Hallock informed the community of free COVID-19 shots and free rapid tests at Barnes Park on August 12th.

1. PRESENTATION

Matters listed under presentation are informational content and for discussion only.

1A. DROUGHT CONDITIONS AND WATER CONSERVATION UPDATE

Water Utility Manager Richard Gonzales provided a Powerpoint presentation on current drought conditions and water conservation.

2. OLD BUSINESS – None

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

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

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

Motion: Moved by Council Member Chan and seconded by Council Member Liang, motion carried by the following vote:

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

3A. MONTHLY INVESTMENT REPORT – JULY 2022

As of July 31, 2022 invested funds for the City of Monterey Park is \$90,422,593.37.

Public Communication:

- City Treasurer Leon provided an update on the City's annual investment report and stated that it is still in progress.

Action Taken: The City Council received and filed the monthly investment report for July 2022.

3B. REPORT SUBMITTED TO THE CITY COUNCIL PURSUANT TO GOVERNMENT CODE § 8630 REGARDING THE CITY'S EMPLOYMENT EMERGENCY (AS ADOPTED BY RESOLUTION NO. 2022-R49, ON JUNE 15, 2022); CONTINUANCE OF SUCH EMERGENCY

City Council adopted Resolution No. 2022-R49 at the City Council meeting of June 15, 2022, declaring an employment emergency. Since the employment emergency was declared, the City has been able to fill 10 key vacancies for the positions of Finance Manager, Senior Planner, Administrative Aide, two Library Assistants, Cross Connection Control Inspector, three Maintenance Workers, and Senior Clerk Typist. In addition, nine candidates are in the pre-employment screening process and should be commencing employment soon for the positions of Director of Public Works, Recreation Coordinator, Senior Clerk Typist, Firefighter, Maintenance Worker, Jail Supervisor, two Dispatchers, and Water Utility Maintenance Worker.

It is recommended that the City Council continue to extend the employment emergency as to personnel recruitment. This will continue to allow the City Manager to (1) accelerate the testing and interview process for new employees (all candidates would continue to undergo the City's background process); (2) after conferring with affected bargaining units, consider changing the titles of employment positions to discard outmoded descriptions and update such titles to contemporary titles; and (3) immediately commence the review, revision, and negotiation with bargaining units regarding desirable changes to the City's personnel rules. Among other things, the City Manager would be able to temporarily appoint qualified persons to positions in accordance with Monterey Park Municipal Code § 2.28.100 and contract for the services listed in MPMC § 2.28.190.

Action Taken: The City Council received and filed this report; and adopted Resolution No. 2022-R67 to continue the local emergency for the City of Monterey Park and authorizing the City Manager to take all practical actions needed to implement the efficient recruitment and retention of persons for employment.

Motion: Moved by Council Member Chan and seconded by Council Member Liang, motion carried by the following vote:

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

Resolution No. 2022-R67:

A RESOLUTION EXTENDING THE LOCAL EMPLOYMENT EMERGENCY PURSUANT TO GOVERNMENT CODE § 8630 AND AUTHORIZING SUBSEQUENT EXTENSIONS VIA MINUTE ORDER

3C. NOTICE OF COMPLETION FOR NORTHEAST AREA WATER MAIN IMPROVEMENTS PHASE II, SPECIFICATION NO. 2021-002

Pursuant to City Council Resolution No. 11701, the Public Works Director recorded the Notice of Completion for the Northeast Area Water Main Improvements Phase II on July 21, 2022. The project is now complete, and the work was approved by the City Engineer.

Action Taken: The City Council received and filed the Notice of Completion recorded by the Public Works Director on July 21, 2022 accepting the Northeast Area Water Main Improvements Phase II, Specification No. 2021-002 completed by Big Ben, Inc on Consent Calendar.

3D. RECEIVE AND FILE CITY'S MANDATORY COMMERCIAL ORGANICS RECYCLING PROGRAM ACTION PLAN TO CALRECYCLE AND ADOPT RESOLUTION ESTABLISHING CRITERIA FOR REVIEW AND AWARD OF SOLID WASTE FRANCHISES

The City developed a Mandatory Commercial Organics Recycling Program Action Plan to ensure that all businesses and multi-family customers comply with recycling laws and that the City meets CalRecycle regulations. The goal of this action plan is to have all businesses and multi-family customers enrolled in organics waste recycling service or apply for exemptions if eligible. The City has been working with its trash haulers to increase commercial recycling compliance. To meet the goals of the action plan, staff recommends the City execute an agreement with Go2Zero Strategies, LLC for Recycling Outreach and Compliance Assistance. Additionally, it is recommended that City Council adopt a resolution establishing criteria for the review and award of solid waste franchises.

Action Taken: The City Council (1) received and filed the City's Mandatory Commercial Organics Recycling Program Action Plan to CalRecycle; (2) authorized the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with Go2Zero Strategies, LLC, in an amount not-to-exceed \$99,190 for Recycling Outreach and Compliance Assistance; (3) appropriated \$18,510 from Refuse Fund 421 to execute this contract; (4) adopted Resolution No. 2022-R68 establishing Criteria for the Review and Award of Solid Waste Franchises on Consent Calendar.

Resolution No. 2022-R68:

A RESOLUTION ADOPTING ADDITIONAL CRITERIA FOR THE REVIEW AND AWARD OF SOLID WASTE FRANCHISES

3E. AMENDMENT TO JOHN L. HUNTER & ASSOCIATES AGREEMENT

The Interim Public Works Director recommends the City Council approve an Amendment to Agreement 2303-AB with John L. Hunter & Associates agreement for Fat, Oil and Grease (FOG) Program assistance services.

Action Taken: The City Council authorized the City Manager to execute an Amendment to Agreement 2303-AB with John L. Hunter & Associates for Fat, Oil & Grease (FOG) Program assistance services on Consent Calendar.

3F. EMERGENCY REPAIRS OF WATER MAIN AND ROADWAY ON MONTEREY PASS ROAD

Last night, the City took emergency action to repair water leaks on the water main located along Monterey Pass Road. These temporary repairs are the culmination of at least 12 other breaks along the water main (and over 100 service requests) during the past year.

It is difficult to quantify the amount of water that was lost from these breaks, but – particularly considering the current drought conditions – it is significant. These water leaks and constant repairs not only constitute an immediate and imminent threat to public health and safety by themselves, but the failures also threaten other public infrastructure such as Monterey Pass Road. It is plain that immediate action is needed to replace the entire water main. Accordingly, the Interim Public Works Director is recommending that the City Council adopt a resolution declaring a public emergency to perform major repairs along Monterey Pass Road between Vagabond Dr and Brightwood Street.

CEQA (California Environmental Quality Act):

The emergency and extended repairs are categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15269 (emergency repair to this public facility is necessary to maintain service essential to the public, health and welfare) and § 15301 (Existing Facilities). The extended repairs would result in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts regarding traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project. Additionally, the City Council's actions are exempt from additional CEQA review as they are being made to protect public and private property and necessary to maintain services essential to the public, health and welfare (see, *Ca/Beach Advocates v. City of Solana Beach* (2002) 103 Cal.App.4th 529: CEQA findings regarding an anticipated imminent emergency are valid).

Action Taken: The City Council (1) adopted Resolution No. 2022-R69 declaring an emergency and authorizing contracting without the need for bidding pursuant to Public Contracts Code §§ 20168 and 22050; (2) authorized the City Manager, or designee, to (a) execute a public works contract between the City of Monterey Park and a qualified contractor(s) to repair water lines on Monterey Pass Road, in a form approved by the City Attorney; and (b) appropriate funds from the Water Capital accounts from the current fiscal year budget to cover the cost of these repairs; and (3) authorized the Interim Director of Public Works to approve change orders and contingency as appropriate up to 15% of the contract amount for this project on Consent Calendar.

Resolution No. 2022-R69:

A RESOLUTION ADOPTED PURSUANT TO PUBLIC CONTRACTS CODE § 20168 FINDING THAT AN EMERGENCY EXISTS WITHIN THE CITY AND AUTHORIZING CONTRACTING WITHOUT THE NEED FOR BIDDING PURSUANT TO § 22050 AND MONTEREY PARK MUNICIPAL CODE ("MPMC") CHAPTER 2.52 AND FINDING THAT THE PROJECT IS EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AS AN EMERGENCY REPAIR

4. PUBLIC HEARING

4A. CONSIDERATION OF COSTS RESULTING FROM ABATING WEED NUISANCES AND AUTHORIZING COLLECTION VIA SPECIAL ASSESSMENT

On February 16, 2022, the City Council determined that weeds, brush, rubbish, refuse and dirt maintained on certain private properties in the City constitute a public nuisance. The Los Angeles County Department of Agriculture Commissioner/Weights and Measures (“County”) is contracted to provide weed abatement services to the City. The County compiled its annual list of properties within the City which contain, or have the potential to contain, weeds, brush or other flammable materials sufficient to be considered a fire hazard (the “Weed Abatement Declaration List”). Persons identified as owning property on the Weed Abatement Declaration List were provided sufficient notice to either protest their inclusion thereon, or voluntarily remove the nuisance conditions identified on their property. The deadlines for voluntary compliance or protest have passed, and the County has abated the noncompliant properties on the Weed Abatement Declaration List.

The final step in the City’s Weed-Abatement process is for the Council to consider approving the County’s costs related to abatement and directing that these costs be collected via special assessment.

Action Taken: The City Council opened the public hearing at 7:14 p.m. and received one public comment; closed the public hearing at 7:17 p.m.; and adopted Resolution No. 2022-R70 approving the Weed Abatement Clearance Charge List and authorizing collection of such costs through special assessment

Motion: Moved by Council Member Liang and seconded by Council Member Chan, motion carried by the following vote:

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

Public Communication:

- Katherine Ortega shared her concerns regarding the quality of the hillsides in Monterey Park.

Resolution No. 2022-R70:

A RESOLUTION CONFIRMING THE ITEMIZED WEED ABATEMENT CHARGE LIST OF WEED ABATEMENT COSTS AND DIRECTING THE LOS ANGELES COUNTY AGRICULTURAL COMMISSIONER TO COLLECT THESE COSTS THROUGH PROPERTY TAX BILLINGS

4B. PROPOSED UNDERGROUND UTILITY DISTRICT ON MONTEREY PASS ROAD

On July 20th, 2022, the City Council adopted Resolution 2022-R61 to initiate the creation of a new underground utility district on Monterey Pass Road between W. Garvey Avenue and Vagabond Drive, identified as the Monterey Park Road Underground Utility District (MPR UUD). Following public testimony, staff recommends the adoption of a Resolution establishing the MPR UUD.

CEQA (California Environmental Quality Act):

The recommended actions are exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.) because such actions – even if the City Council were to establish an underground utility district - are only for the purpose of obtaining funds for future capital projects. Any such eventual undergrounding project will undergo its own CEQA review. This Resolution, therefore, is categorically exempt from further CEQA review under 14 Cal. Code Regs. § 15273.

Action Taken: The City Council (1) opened the public hearing at 7:20 p.m., receiving no documentary or testimonial evidence; (2) closed the public hearing at 7:20 p.m., adopted Resolution No. 2022-R71 establishing an Underground Utility District on Monterey Pass Road from W. Garvey Avenue to Vagabond Drive; and (3) directed the City Clerk to notify all affected utilities and property owners of the adoption of this resolution within 10 days after the date of adoption.

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

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

Resolution No. 2022-R71:

A RESOLUTION ESTABLISHING AN UNDERGROUND UTILITY DISTRICT ON MONTEREY PASS ROAD FROM W. GARVEY AVENUE TO VAGABOND DRIVE PURSUANT TO MONTEREY PARK MUNICIPAL CODE CHAPTER 14.16

5. NEW BUSINESS – None.

6. CITY COMMUNICATIONS (CITY COUNCIL)

Council Member Yiu reported that she attended the Independent Cities Association (ICA) conference in San Diego.

Council Member Chan gave his deepest condolences to Officer Solorio's family and the Police Department.

Council Member Liang gave his condolences to Officer Solorio's family. He reported that he attended the Independent Cities Association (ICA) Conference in San Diego.

Mayor Lo spoke on his appreciation for the outpouring support from the community and neighboring cities in honor of Officer Solorio.

7. FUTURE AGENDA ITEMS

8. CLOSED SESSION (IF REQUIRED; CITY ATTORNEY TO ANNOUNCE)
None.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 7:25 p.m. in memory of Officer Gadriel Solorio.

Vincent D. Chang
City Clerk



City Council Staff Report

DATE: September 7, 2022

AGENDA ITEM NO: Consent Calendar - 3C

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

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution approving a Memorandum of Understanding ("MOU") between the City of Monterey Park and the Monterey Park Police Officers' Association ("MPPOA"). The MPPOA represents the Police Officers and Police Corporals in the Monterey Park Police Department;
2. Authorizing budget appropriation of approximately \$408,307 from the General Fund and \$342,000 from the American Rescue Plan Act (ARPA) Funds for the 2022-2023 fiscal year; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

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

BACKGROUND:

MPPOA's current MOU term is valid from July 1, 2018 to June 30, 2022. On August 23, 2022 MPPOA's representatives agreed to the following terms and conditions:

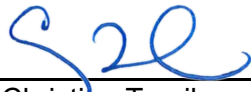
- One year agreement – July 1, 2022 to June 30, 2023
- Base salary increase – 1% cost of living adjustment to base salary effective retroactively to the first full pay period when the MPPOA ratified the tentative agreement terms and after Council approval of this MOU.
- Article 25 – Education Incentive Pay increase monthly contribution for qualified employees:
 - Increase Intermediate POST certificate pay from \$175/mo. to \$300/mo.
 - Increase Advanced POST certificate pay from \$250/mo. to 7% of base salary per month.
 - Increase Bachelor's degree pay from \$275/mo. to 5% of base salary per month.
 - Increase maximum pay from \$475/mo. to 12% of base salary per month.

- Article 28 – Longevity Pay adding a level at 15 years of service and increase monthly contribution for qualified employees:
 - Add payment of \$200/mo. after completion of 15 years of continuous safety service with the City.
 - Increase monthly pay from \$100/mo. to \$300/mo. after completion of 20 years of continuous safety service with the City.
 - Increase monthly pay from \$350/mo. to \$450/mo. after completion of 25 years of continuous safety service with the City.
- Article 34 – Special Assignment Pay increase monthly contribution for qualified special assignments from \$200/mo. to \$300/mo. and provide additional \$100/pay period when an FTO is assigned to train another sworn officer.
- Modification to MOU language for:
 - Article 11 – Irrevocable election method for all discretionary leave cash out(s)
 - Article 21 – Health Insurance
- Essential Worker Premium Pay – non-PERSable lump sum of \$6,000 per employee covered by the MPPOA MOU, who was employed in the unit prior to March 31, 2021 and is still employed in this unit on the date of distribution. To be distributed with the first payroll distribution after Council adoption of this MOU.

FISCAL IMPACT:

The total cost of the MOU is estimated at a total of \$750,307. An Authorized budget appropriation of approximately \$408,307 from the General Fund and \$342,000 from the American Rescue Plan Act (ARPA) Funds for the 2022-2023 fiscal year is required.

Respectfully submitted by:



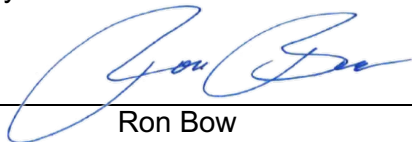
Christine Tomikawa
Director of Human Resources and
Risk Management

Review by:



Martha Garcia
Director of Management Services

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENTS:

1. Monterey Park Police Officers' Association MOU – redline version
2. Proposed MOU Resolution with Monterey Park Police Officers' Association MOU – clean version

ATTACHMENT 1

Monterey Park Police Officers' Association
Memorandum of Understanding – Redline version



MEMORANDUM OF UNDERSTANDING

between

THE CITY OF MONTEREY PARK, CALIFORNIA

and

THE MONTEREY PARK POLICE OFFICERS' ASSOCIATION

07/01/2022¹⁸ – 06/30/2023

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between
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and

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MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF MONTEREY PARK
and
THE MONTEREY PARK POLICE OFFICERS' ASSOCIATION
FOUR ONE YEAR -AGREEMENT 7/1/1822-6/30/232

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:

<u>Regular:</u>	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 who designate to 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.

Beginning in December 2022, and each December thereafter, employees may irrevocably choose in writing, on a form available from the Human Resources Department, to cash out a combined maximum of 100 hours of -administrative leave, vacation time or holiday time that are to be accrued and remaining unused in the following calendar year. Administrative leave, vacation and holiday time balances rolled over from prior calendar years are not eligible for cash out. Regardless of the number of hours irrevocably elected for cash out, the cash out will only be made from hours accrued during the calendar and not otherwise used for time off or otherwise by the employee at the time of the cash out. Cash outs shall be paid in December of each year.

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

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

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

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

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

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

•Accident, illness, injury or death of the employee or an immediate family member. For this purpose, an “immediate family member” is restricted to a spouse, registered domestic partner, child/legal dependent, or parent; or

•Loss of extensive damage to the employee’s property due to casualty; or

•Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.

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

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

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 or Police Chief may, at any time there is a reasonable basis to believe an employee may be presently unfit for duty and 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, annually, —certify to the Affordable Care Act requirements for an “Eligible Opt Out Arrangement” on a form provided by the City.
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. ~~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.

Beginning with the first day of the pay period in which the POA ratifies the tentative agreement setting forth the changes in this MOU, this section shall change to the following:

\$ 300.00 additional compensation per month for an employee who possesses an Intermediate POST Certificate, and or additional compensation per month of 7% of base salary for an employee who possesses an Advanced POST Certificate. In no case shall the total additional monthly compensation under this section A of Article 25 exceed \$ 7% of base salary 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.

Beginning with the first day of the pay period in which the POA ratifies the tentative agreement setting forth the changes in this MOU, this section shall change to the following:

Additional compensation per month of 5% of base salary for an employee with a Bachelor's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City. Employees with both a Bachelor's degree and an Associates shall receive compensation only for possession of the highest degree (i.e. Bachelor's degree)

- ~~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.~~

- ~~DE. The above amounts~~The maximum Education pay that the employee is eligible for possession of a POST certificate and a degree is is cumulative and may be combined with the maximum POST certificate pay the employee is eligible for, resulting in a maximum of 12% of base pay per month for an employee that qualifies for both. ~~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 or pensionable compensations, and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(2) and 571.1(a)(2) as – 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%.~~

Beginning with the first day of the pay period in which the POA ratifies the tentative agreement setting forth the changes in this MOU, the City shall implement an across the board one percent (1%) base salary increase ~~salary ranges~~ for all employees in the Police Officer and Police Corporal ~~shall be increased by 1%.~~ classifications.

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

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 with the City. The longevity payment will increase to three-hundred fifty dollars (\$350) per month upon completion of twenty-five (25) years of continuous service with the City.

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

\$200 per month after completion of 15 years of continuous safety service with the City;
\$300 per month after completion of 20 years of continuous safety service at the City; and
\$450 per month after completion of 25 years of continuous safety service at the City.

The parties agree that that this is special compensation or pensionable compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(1) or 571.1(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, Neighborhood Engagement Team (NET) ~~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 special assignments listed section A of this Article. the positions of Motor Officers, Detectives, Neighborhood Engagement Team (NET), Canine

~~Officer/Handler, Community Relations Officers, Problem Oriented Policing (POP) Officer, Field Training Officer, Personnel Officer, Administrative Training Officer, Mental Evaluation Team (MET) Officer, and Range Master (only one individual).~~ This pay will increase to three hundred dollars (\$300.00) per month beginning with the first day of the pay period in which the POA ratifies the tentative agreement setting forth the changes in this MOU.

In no case shall any individual be eligible to receive multiple special assignment pay provisions.

The parties agree that for the special assignments listed section A of this Article , ~~assignments of Motor Officer, Detective, Canine Officer/Handler, Field Training Officer, Neighborhood Engagement Team (NET), Personnel Officer (Police Administrative Officer), Administrative Training Officer, and 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 (\$15.50 as of January 1, 2023, in which case the amount will increase to \$201.50). 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). Beginning with the first day of the pay period in which the POA ratifies the tentative agreement setting forth the changes in this MOU employees designated as FTOs shall receive an additional \$100.00 per month when the FTO is assigned to train another sworn officer.

- 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~~ 2022 and ending June 30, ~~2023~~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 7th day of September, 2022.

~~MONTEREY PARK POLICE OFFICERS' ASSOCIATION~~ ~~CITY OF MONTEREY PARK~~

By Troy Grant, President By Ren Bow
Monterey Park City Manager
Police Officers' Association

By Lee Norris, Vice President By Thomas CodyChristine Tomikawa, Director

<u>MONTEREY PARK POLICE OFFICERS'</u> <u>ASSOCIATION</u>	<u>CITY OF MONTEREY PARK</u>
<u>By</u>	<u>By</u>
<u>Troy Grant, POA President</u>	<u>Ron Bow, City Manager</u>
<u>By</u>	<u>By</u>
<u>Ray Cota, POA Vice President</u>	<u>Inez Alvarez, Assistant City Manager</u>
<u>By</u>	<u>By</u>
<u>Russell Amundson, POA representative</u>	<u>Martha Garcia, Director of Management Services</u>
<u>By</u>	<u>By</u>
<u>Sandy Castillo, POA representative</u>	<u>Christine Tomikawa, Director of Human Resources & Risk Management</u>
<u>By</u>	
<u>Gonzalo Gabriel, POA representative</u>	

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

ADDENDUM A

CITY OF MONTEREY PARK
CLASSIFICATION AND BASE SALARY LIST
POLICE OFFICERS' ASSOCIATION MOU

<u>CLASSIFICATION</u>	<u>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</u>	<u>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</u>	<u>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

Effective the beginning of the pay period following January 1, 2021 (2 1/2%):

<u>CLASSIFICATION 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 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

Effective with the first day of the pay period in which the POA ratifies the tentative agreement, the salary ranges for Police Officer and Police Corporal shall be increased by 1%

<u>CLASSIFICATION RANGE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<u>Police Officer</u>	<u>7009</u>	<u>7361</u>	<u>7730</u>	<u>8115</u>	<u>8521</u>
<u>Police Corporal</u>	<u>7559</u>	<u>7937</u>	<u>8334</u>	<u>8750</u>	<u>9188</u>

ATTACHMENT 2
Proposed MOU Resolution with
Monterey Park Police Officers' Association
Memorandum of Understanding – Clean Version

RESOLUTION NO. _____

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

THE CITY COUNCIL RESOLVES AS FOLLOWS:

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

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

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

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

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

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

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

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

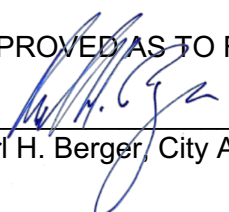
PASSED AND ADOPTED this ____ day of _____, 20__.

Henry Lo, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney



MEMORANDUM OF UNDERSTANDING

between

THE CITY OF MONTEREY PARK, CALIFORNIA

and

THE MONTEREY PARK POLICE OFFICERS' ASSOCIATION

07/01/2022 – 06/30/2023

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between
THE CITY OF MONTEREY PARK, CALIFORNIA
and
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MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF MONTEREY PARK
and
THE MONTEREY PARK POLICE OFFICERS' ASSOCIATION
ONE YEAR AGREEMENT 7/1/22-6/30/23

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:

<u>Regular:</u>	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 who designate to 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.

Beginning in December 2022, and each December thereafter, employees may irrevocably choose in writing, on a form available from the Human Resources Department, to cash out a combined maximum of 100 hours of administrative leave, vacation time or holiday time that are to be accrued and remaining unused in the following calendar year. Administrative leave, vacation and holiday time balances rolled over from prior calendar years are not eligible for cash out. Regardless of the number of hours irrevocably elected for cash out, the cash out will only be made from hours accrued during the calendar and not otherwise used for time off or otherwise by the employee at the time of the cash out. Cash outs shall be paid with the last paycheck in the following December after receipt of the irrevocable election form.

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

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

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

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

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

- Accident, illness, injury or death of the employee or an immediate family member. For this purpose, an “immediate family member” is restricted to a spouse, registered domestic partner, child/legal dependent, or parent; or

- Loss of extensive damage to the employee’s property due to casualty; or

- Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.

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

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

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 or Police Chief may, at any time there is a reasonable basis to believe an employee may be presently unfit for duty and 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, annually, certify to the Affordable Care Act requirements for an "Eligible Opt Out Arrangement" on a form provided by the City.
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.

Beginning with the first day of the pay period in which the POA ratifies the tentative agreement setting forth the changes in this MOU, this section shall change to the following:

\$ 300.00 additional compensation per month for an employee who possesses an Intermediate POST Certificate, or additional compensation per month of 7% of base salary for an employee who possesses an Advanced POST Certificate. In no case shall

the total additional monthly compensation under this section A of Article 25 exceed \$ 7% of base salary 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.

Beginning with the first day of the pay period in which the POA ratifies the tentative agreement setting forth the changes in this MOU, this section shall change to the following:

Additional compensation per month of 5% of base salary for an employee with a Bachelor's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City. Employees with both a Bachelor's degree and an Associates shall receive compensation only for possession of the highest degree (i.e. Bachelor's degree)

- . \$
- D. The maximum Education pay that the employee is eligible for possession of a POST certificate and a degree is 12% of base pay

The parties agree that this is special compensation or pensionable compensations, and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(2) and 571.1(a)(2) as – 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

Beginning with the first day of the pay period in which the POA ratifies the tentative agreement setting forth the changes in this MOU, the City shall implement an across the board one percent (1%) base salary increase for all employees in the Police Officer and Police Corporal classifications.

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

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 with the City. The longevity payment will increase to three-hundred fifty dollars (\$350) per month upon completion of twenty-five (25) years of continuous service with the City.

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

\$200 per month after completion of 15 years of continuous safety service with the City;

\$300 per month after completion of 20 years of continuous safety service at the City; and
\$450 per month after completion of 25 years of continuous safety service at the City.

The parties agree that that this is special compensation or pensionable compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(1) or 571.1(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 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, Neighborhood Engagement Team (NET), Field Training Officer, Canine Handler, 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 special assignments listed section A of this Article. This pay will increase to three hundred dollars (\$300.00) per month beginning with the first day of the pay period in which the POA ratifies the tentative agreement setting forth the changes in this MOU.

In no case shall any individual be eligible to receive multiple special assignment pay provisions.

The parties agree that for the special assignments listed section A of this Article , 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 (\$15.50 as of January 1, 2023, in which case the amount will increase to \$201.50). 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). Beginning with the first day of the pay period in which the POA ratifies the tentative agreement setting forth the changes in this MOU employees designated as FTOs shall receive an additional \$100.00 per month when the FTO is assigned to train another sworn officer.

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

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 7th day of September, 2022.

MONTEREY PARK POLICE OFFICERS' ASSOCIATION		CITY OF MONTEREY PARK
By		By
Troy Grant, POA President		Ron Bow, City Manager
By		By
Ray Cota, POA Vice President		Inez Alvarez, Assistant City Manager
By		By
Russell Amundson, POA representative		Martha Garcia, Director of Management Services
By		By
Sandy Castillo, POA representative		Christine Tomikawa, Director of Human Resources & Risk Management
By		
Gonzalo Gabriel, POA representative		

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

ADDENDUM A

CITY OF MONTEREY PARK CLASSIFICATION AND BASE SALARY LIST POLICE OFFICERS' ASSOCIATION MOU

<u>CLASSIFICATION</u>	<u>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</u>	<u>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</u>	<u>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

Effective the beginning of the pay period following January 1, 2021 (2 1/2%):

<u>CLASSIFICATION 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 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

Effective with the first day of the pay period in which the POA ratifies the tentative agreement, the salary ranges for Police Officer and Police Corporal shall be increased by 1%

CLASSIFICATION RANGE	1	2	3	4	5
Police Officer	7009	7361	7730	8115	8521
Police Corporal	7559	7937	8334	8750	9188



City Council Staff Report

DATE: September 7, 2022

AGENDA ITEM NO: Consent Calendar - 3D

TO: The Honorable Mayor and City Council
FROM: Anthony Antich, Interim Director of Public Works
SUBJECT: Proposed Local Road Safety Plan and Vision Zero

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution approving the Local Road Safety Plan and a Resolution adopting a Vision Zero Policy; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The federal government implements a Highway Safety Improvement Program ("HSIP") that makes federal funds available for highway improvements. Among other things, the HSIP requires each State to adopt a State Highway Safety Plan ("SHSP") to be eligible for federal money. California's SHSP makes HSIP available to local governments that adopt a Local Roadway Safety Plan ("LRSP").

The City Council authorized the City Manager to apply for HSIP funding earlier this year. After the City was awarded HSIP grant money, it retained a consultant to develop Monterey Park's LRSP for City Council Consideration. The LRSP is intended to proactively address local traffic safety needs, reduce traffic accident fatalities and serious injuries on all public roads. Adopting the LRSP also makes the City eligible to continue receiving HSIP funding.

Relatedly, the City developed a Vision Zero Policy. This Policy is a traffic safety strategy to reduce and eventually eliminate traffic deaths and serious injuries using a data-driven, multi-disciplinary, and safe systems approach that also increases safe, healthy, and equitable mobility for all. A Plan was developed and It is recommended that the City Council adopt a Resolution approving the City of Monterey Park Plan and also adopt a resolution establishing a Vision Zero policy to work towards zero traffic death and severe injuries.

CEQA (California Environmental Quality Act):

The Resolutions are exempt from additional environmental review under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq.*) because they

establish rules and procedures in compliance with California law; do not involve any commitment to a specific project that would result in a potentially significant physical impact on the environment; and constitute an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly the Resolution does not constitute a “project” that requires environmental review (see *specifically*, CEQA Guidelines §§ 15378(b)(2,5) and 15308).

BACKGROUND:

On May 18, 2022, the City Council adopted Resolution No. 2022-R36 adopting a Complete Streets Policy pursuant to the California Complete Streets Act of 2008. “Complete Streets” refers to a comprehensive, integrated transportation network with infrastructure and design that **allows safe** and convenient travel along and across streets for all users, including pedestrians, users and operators of public transit, bicyclists, persons with disabilities, seniors, children, motorists, users of green modes, and movers of commercial goods, and emergency first responders.

The Complete Streets policy was the first policy toward safe roads in the City of Monterey Park. The subsequent Local Road Safety Plan and the Vision Zero Policy are a continuation of the strategy to provide safe streets in the City of Monterey Park for all.

Local Road Safety Plan

The LRSP is a planning document that provides an analysis of vehicle, pedestrian and bicycle crash data, and provides a roadmap for implementation of safety improvements. Beginning in 2022, it is required that all state, county, and local agencies adopt a Plan to be eligible to receive HSIP grant funds. These funds are used for planning documents, preliminary engineering documents, and construction improvements to mitigate safety-related issues at intersections and roadways.

In the past, the City received HSIP funds for various street signal improvements. Staff intends to apply for additional grant funding in the upcoming HSIP Cycle 11, for which project applications are due September 12, 2022. By adopting the Plan, the City will have a roadmap for City traffic safety improvements, and will maintain eligibility to receive HSIP funds in the future.

The City retained the consulting firm Kimley-Horn & Associates, Inc., to prepare the LRSP.

Preparation of the LRSP was made possible through State grant funding from the California Department of Transportation in the amount of \$49,977.

In accordance with the draft LRSP:

“The City of Monterey Park Local Road Safety Plan (LRSP) identifies emphasis areas to inform and guide further safety evaluation of the City’s transportation network. The emphasis areas include type of crash, certain locations, and notable relationships between current efforts and crash history. The LRSP analyzes crash data on an aggregate basis as well as at specific locations to identify high-crash locations, high-risk locations, as well as city-wide trends and patterns.”

Conducted in conjunction with City staff, preparation of the LRSP included outreach to various City stakeholders to identify areas of concern: Monterey Park Police Department, Monterey Park Fire, Economic Development, Public Works, bicycle advocates and the various school districts serving the City. Stakeholders were asked to review the preliminary collision analysis, and assist in identifying ten case study locations. Stakeholders then participated in a field diagnostic meeting for each location to identify potential safety improvement measures to mitigate the issues identified.

The draft LRSP being presented for adoption memorializes the areas of concern, case study locations, potential funding sources, and estimated construction costs for grant funding applications. Intended to be a living document, the LRSP is to be periodically updated as projects are constructed, thereby accomplishing projects in the Plan and allowing for identification of new emphasis areas and safety improvements.

It is noted that the LRSP is a planning tool. It is a roadmap for potential safety improvements at various locations in the City, though certain constraints may present difficulties or limit the City's ability to implement them. As the various case studies allow for application of safety modifications to similar locations throughout the City, the City is not limited to the case study locations contained in the Plan.

Vision Zero

Vision Zero is an international movement and a traffic safety strategy that provides a framework for reducing traffic deaths and life-changing injuries to zero. A core principal is that traffic deaths and severe injuries are unacceptable and preventable. Vision Zero is a multi-disciplinary approach that includes education, enforcement, and engineering measures; and focuses on safety for all road users, including drivers and their passengers.

Each year, approximately 40,000 people are killed in traffic collisions in the United States, according to data from the National Highway Traffic Safety Administration. This gives the United States the highest traffic death rate per person compared to 19 peer nations, as found by the Center for Disease Control and Prevention. In the City of Monterey Park, from 2017 to 2021, 20 people died and 34 suffered severe life changing injuries as a result of traffic related incidents. The City has an average of 4 deaths and 7 severe injuries per year and of the people who died in traffic crashes during this period two thirds were walking or riding a bicycle. 40% of the pedestrians or bicyclists who died in crashes from 2017 to 2021 were 59 years old or older. The recommended Vision Zero resolution aims to reduce those numbers by declaring Vision Zero as the City's guiding principle for transportation planning, design, and maintenance, and directing specific implementation actions. It recognizes that while human error will always occur, a combination of education, enforcement, and engineering measures can reduce collisions and prevent collisions from causing death or severe injuries.

In addition to saving lives by making City streets safer, a Vision Zero approach can help the City fulfill the community's vision of an equitable, family-friendly, and pleasant place to live, shop, and work. When residents feel unsafe on City streets, it diminishes their quality of life.

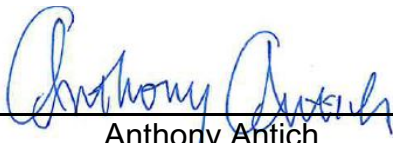
By adopting a Vision Zero policy resolution, the City will be aligning with federal and state commitments to Vision Zero. The Federal Highway Administration has made a commitment to eliminating fatalities and serious injuries on United States' roadways and the State Department of Transportation (Caltrans) has adopted the goal of moving "toward zero deaths."

Eliminating fatalities and severe injuries on City streets will require a variety of changes to existing facilities, standards, and requirements for roadway design and maintenance, plus modified approaches to enforcement and education. The recommended policy will not immediately achieve all of the necessary changes, but it establishes a policy framework to guide the years of work and effort that will be required by City staff, City Commissions, and the City Council to protect the health and safety of people using the public right of way in the City.

FISCAL IMPACT:

This item does not require an expenditure of funds. Implementation of the LRSP and the Vision Zero policy may result in future costs and grant funding for specific projects.

Respectfully submitted by:



Anthony Antich
Interim Director of Public Works

Reviewed by:



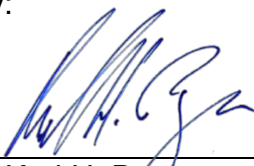
Martha Garcia
Director of Management Services

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENTS:

1. Local Road Safety Plan Resolution
2. Vision Zero Policy Resolution

ATTACHMENT 1

Local Road Safety Plan Resolution

RESOLUTION NO.

A RESOLUTION ADOPTING THE MONTEREY PARK LOCAL ROAD SAFETY PLAN IN ACCORDANCE WITH 23 U.S.C. § 148 AND 23 C.F.R. § 924.1, ET SEQ.

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

SECTION 1: The City Council finds and declares that:

- A. A Local Road Safety Plan (LRSP) provides a framework for organizing stakeholders to identify, analyze, and prioritize roadway safety improvements on local and rural roads;
- B. The LRSP will promote safety for all road users in the City of Monterey Park;
- C. An LRSP will be required for an agency to be eligible to apply for federal Highway Safety Improvement Program (HSIP) funds;
- D. The LRSP was developed with focus on applying the 5 E's of traffic safety (Engineering, Enforcement, Education, Emergency Services, and Emerging Technologies) to the traffic safety emphasis areas identified for Monterey Park including distracted driving, bicyclists, pedestrians, aging drivers, and intersections;
- E. Upon adoption of the LRSP, the City Manager, or designee, will review the safety improvement countermeasures identified and start to pursue grant funding for the short-term, easier to implement projects. Long-term higher-cost projects will be developed further and included in the City's 5-year Capital Improvement Program (CIP);
- F. The LRSP is intended to be a living document that is periodically evaluated and updated, allowing for identification of new emphasis areas and safety improvements as traffic patterns, behaviors, and emerging technologies continue to evolve and new projects are constructed; and
- G. It is in the public interest for the City to adopt the Local Road Safety Plan to help protect public health and safety.

SECTION 2: *Adoption.* The LRSP attached as Exhibit "A," and incorporated by reference, is adopted as the City's LRSP. The City Manager, or designee, is authorized to utilize the LRSP for all lawful purposes including, without limitation, obtaining additional monies from the HSIP.

SECTION 3: *Severability.* If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not

affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

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

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

SECTION 6: Effective Date. This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

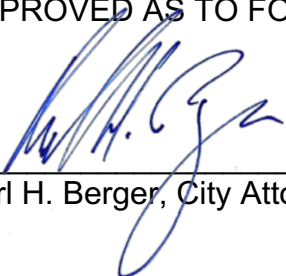
PASSED AND ADOPTED this ____ day of _____, 2022.

Henry Lo, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney



MONTEREY PARK

Local Roadway Safety Plan





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MONTEREY PARK LOCAL ROADWAY SAFETY PLAN

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MONTEREY PARK LOCAL ROADWAY SAFETY PLAN

Executive Summary

The City of Monterey Park Local Road Safety Plan (LRSP) identifies emphasis areas to inform and guide further safety evaluation of the City's transportation network. The emphasis areas include type of crash, certain locations, and notable relationships between current efforts and crash history. The LRSP analyzes crash data on an aggregate basis as well as at specific locations to identify high-crash locations, high-risk locations, as well as city-wide trends and patterns. The analysis of crash history throughout the City's transportation network allows for opportunities to:

1. Identify factors in the transportation network that inhibit safety for all roadway users,
2. Improve safety at specific high-crash locations, and
3. Develop safety measures using the four E's of safety: Engineering, Enforcement, Education, and Emergency Response to encourage safer driver behavior and better severity outcomes.

With this LRSP, the City continues its safety efforts by identifying areas of emphasis and systemic recommendations to enhance safety.

The City's vision is to enhance the transportation network and reduce traffic fatalities and serious injury related crashes, and the goals for the City of Monterey Park include the following:

Goal #1: Identify areas with a high risk for crashes.

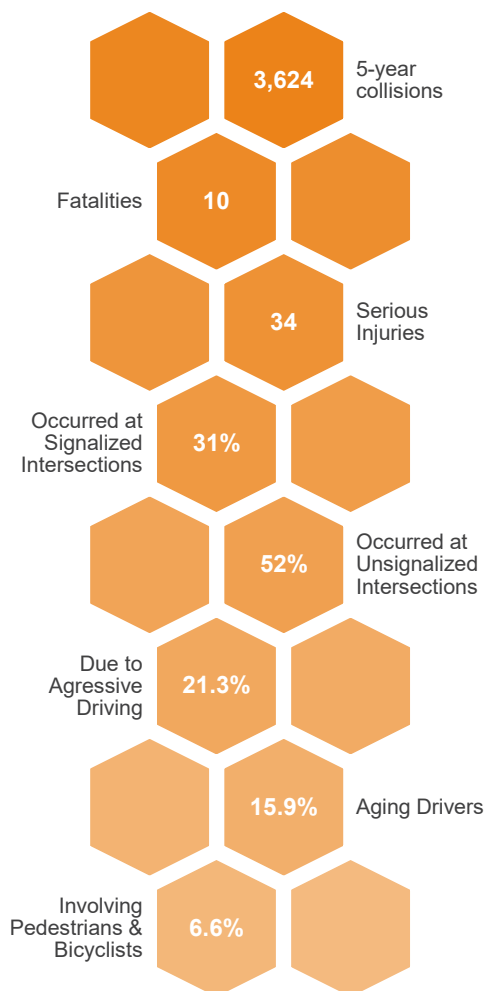
Goal #2: Illustrate the value of a comprehensive safety program and the systemic process.

Goal #3: Plan future safety improvements for near-, mid- and long-term.

Goal #4: Define safety projects for HSIP and other program funding consideration.

This LRSP analyzes the most recent range of crash data (January 1, 2017 – December 31, 2021) and roadway improvements to assess historic trends, patterns, and areas of increasing concern.

Further, the collision history was analyzed to identify locations with elevated risk of collisions either through their collision histories or their similarities to other locations with more active collision patterns. Using a network screening



Source: Monterey Park Collision Database (2017- 2021)



process, locations were identified within the City that will most likely benefit from safety enhancements. Using historic collision data, collision risk factors for the entire network were derived. The outcomes informed the identification and prioritization of engineering and non-infrastructure safety measures to address certain roadway characteristics and related behaviors that contribute to motor vehicle collisions with active transportation users. Active transportation includes any self-power mode of transportation, including walking or bicycling.

Emphasis areas were developed by revisiting the vision and goals developed at the onset of the planning process and comparing them with the trends and patterns identified in the crash analysis.

Emphasis Area #1: Vulnerable Road Users (Pedestrians & Bicyclists)

Emphasis Area #2: Aging Drivers

Emphasis Area #3: Intersection Improvements

Emphasis Area #4: Aggressive Driving

The following 10 locations were chosen to be representative of the corridor and intersection configurations throughout the City.

1. Roadway Segment: Newmark Ave – Ramona Ave to Garfield Ave
2. Signalized Intersection: Garfield Ave & Garvey Ave
3. Unsignalized Intersection: Newmark Ave & Orange Ave
4. Unsignalized Intersection: New Ave & Hershey Ave
5. Roadway Segment: Atlantic Blvd – Garvey Ave to Emerson Ave
6. Unsignalized Intersection: Atlantic Blvd & Mabel Ave
7. Roadway Segment: Monterey Pass Rd – Vagabond Dr to Davidson Dr
8. Signalized Intersection: Atlantic Blvd & 1st St
9. Signalized Intersection: Atlantic Blvd & Riggins St
10. Signalized Intersection: Atlantic Blvd & Brightwood St

These locations were identified through the analysis process based on their crash histories, stakeholder engagement, the observed crash patterns, and their different characteristics to provide the most insight into potential systemic safety countermeasures that the City can employ to achieve the most cost-effective safety benefits. Countermeasures were subjected to a benefit/cost assessment and scored according to their potential return on investment. These case studies can be used to select the most appropriate countermeasure, and to potentially phase improvements over the longer-term. The potential benefit of these countermeasures at locations with similar design characteristics can then be extrapolated regardless of crash history, allowing for proactive safety enhancements that can prevent future safety challenges from developing. Additionally, this information can be used to help the City apply for grants and other funding



opportunities to implement these safety improvements. These opportunities were assembled into the “countermeasure toolbox” shown below.



Citywide Countermeasure Toolbox

ID	Potential Countermeasures	Where to apply?	Crash Reduction Factor	Per Unit Cost	Unit
S02	Improve signal hardware: back-plates with retroreflective borders	Signalized intersections with significant broadside and rear-end collisions due to signal visibility	15%	\$12,000	per intersection
S03	Re-evaluate signal timing for westbound left turn to provide sufficient time for trucks	Signalized intersections with a significant collision history related to clearance intervals, high-risk movements, and signal timing coordination.	15%	\$5,000	per intersection
S04	Provide Advanced Dilemma Zone Detection for high-speed approaches	Signalized intersections with significant right-angle and rear-end collisions due to unsafe stopping during yellow phases	40%	\$30,000	per intersection
S07	Install protected left turn phasing on north bound approach	Signalized intersections that have an existing left turn pocket and permissive left turn or no left turn protection.	30%	\$40,000	per intersection
S10	Install flashing beacons as advance warning for signalized intersections	Locations with sight distance issues	30%	\$3,000	per beacon
S21PB	Modify signal phasing to implement a Leading Pedestrian Interval (LPI) with new controller	Signalized Intersections – especially those with high pedestrian activity	60%	\$30,000	per intersection
NS05	Convert intersection to mini-roundabout	Unsignalized intersections with crashes at various points of contact	30%	\$100,000	per location
NS06	Install/upgrade larger or additional stop signs or other intersection warning/regulatory signs at unsignalized intersections	Unsignalized intersections with crash history showing running stop signs	15%	\$1,500	per sign
NS08	Install Flashing Beacons at Stop-Controlled Intersections	Unsignalized intersections with crash history showing running stop signs	15%	\$3,000	per beacon
NS10	Install transverse striping on approaches	Unsignalized intersections with crash history showing running stop signs	20%	\$10,000	per location



ID	Potential Countermeasures	Where to apply?	Crash Reduction Factor	Per Unit Cost	Unit
NS11	Sight Distance Evaluation on westbound right turn	Unsignalized intersections that with significant collision patterns due to restricted sight distance.	20%	\$3,000	per intersection
NS21PB	Install/upgrade pedestrian crossing at uncontrolled locations (with enhanced safety features)	Unsignalized intersections with high pedestrian activity	35%	\$20,000	per location
R23	Install chevron signs on horizontal curves	Roadway segments that have a significant amount of collision activity at sharp curves.	40%	\$1,500	per sign
R24	Install flashing beacons on curve chevron signage	Roadway segments that have a significant amount of collision activity at sharp curves.	25%	\$4,500	per sign
R25	Install curve advance warning signs (flashing beacon)	Roadway segments that have a significant amount of collision activity at sharp curves.	30%	\$5,000	per sign
R26	Install dynamic/variable speed warning sign	Roadway segments with a significant number of collisions due to unsafe speeds.	30%	\$16,000	per sign
R27	Install delineators, reflectors and/or object markers	Locations with crash history with a high number of crashes at night or with careless driving	15%	\$75	per linear foot
R28	Install safety edges	Roadway segments with collisions that resulted in run-off-road right/left, head-on, or opposite-direction-sideswipe.	25%	\$8,000	per mile
R35PB	Install/upgrade pedestrian crossing (with enhanced safety features)	Intersections with high number of pedestrian activity	35%	\$9,500	per curb ramp



Near-term action items were identified to accelerate the City's achievement of the goals and vision of this LRSP. The City can:

- Actively seek other funding opportunities to improve safety for all modal users,
- Collaborate with established safety partners & neighboring municipalities as improvements are made to create a cohesive transportation network, and
- Iteratively evaluate existing and proposed transportation safety programs and capital improvements to design a safer transportation network in Monterey Park.

The City will regularly monitor and update the analysis performed in this plan. A full plan update will be completed five years from the City Council's adoption of this plan which will maintain eligibility for HSIP funding.



1. Introduction

Located in Los Angeles County about 8 miles east of Downtown Los Angeles, the City of Monterey Park is a suburban city with a population of 60,269 according to the 2020 census. Monterey Park is a small city with shopping, food, entertainment, and outdoor recreation. Based on University of California Berkeley's Transportation Injury Mapping System (TIMS) and California Department of Transportation (Caltrans) Vehicle Operation Cost Parameters, Monterey Park's economic losses due to traffic injuries amounted to approximately \$430M from 2017 to 2021. This report identifies factors associated with the most vehicle crashes particular to the City and proposes matching countermeasures to reduce or eliminate those crashes.

This Local Road Safety Plan (LRSP) identifies emphasis areas to inform and guide further safety evaluation of the City's transportation network. The emphasis areas include the type of crash, certain locations, and notable relationships between current efforts and crash history. The LRSP analyzes crash data on an aggregate basis as well as at specific locations to identify high-crash locations, high-risk locations, and city-wide trends and patterns. The analysis of crash history throughout the City's transportation network allows for the following opportunities:

1. Identify factors in the transportation network that inhibit safety for all roadway users,
2. Improve safety at specific high-crash locations, and
3. Develop safety measures using the four E's of safety (Engineering, Enforcement, Education, and Emergency Response) to encourage safer driver behavior and better severity outcomes.

Monterey Park has taken steps to enhance all modal safety throughout the City and with this LRSP, Monterey Park is continuing to prioritize safety in its planning processes. The Office of Traffic Safety (OTS) most recently ranked Monterey Park 21 out of 105 peer cities for traffic injuries after normalizing for population and VMT in 2019. With number one (1) in the OTS crash rankings considered the highest, or "worst," this positions the City at slightly below average for roadway safety performance. This LRSP analyzes the most recent range of crash data from Crossroads, a software for reporting and analytics of traffic collisions and citations, from January 1, 2017 – December 31, 2021 and roadway improvements to assess historic trends, patterns, and areas of increasing concern.

The intent of the LRSP is to:

- Create a greater awareness of road safety and risks
- Reduce the number of fatal and severe-injury crashes
- Develop lasting partnerships
- Support for grant/funding applications, and
- Prioritize investments in traffic safety.



2. Vision and Goals

The Monterey Park LRSP evaluates the transportation network as well as non-infrastructure programs and policies within the City. Mitigation measures are evaluated using criteria to analyze the safety of road users (drivers, bicyclists, and pedestrians), the interaction of modes, the influences on the roadway network from adjacent municipalities, and the potential benefits of safety countermeasures. Through historical data and trends, proactive identification and safety opportunities can be identified and implemented without relying solely on a reaction and response to crashes as they occur.

As cities across the country have implemented LRSPs and systemically addressed the conditions leading to fatal and severe-injury crashes, the Federal Highway Administration (FHWA) has found that LRSPs effectively improve safety. LRSPs provide a locally developed and customized roadmap to directly address the most common safety challenges in the given jurisdiction. This project's vision, goals, and objectives have been established to reflect discussions with Monterey Park staff, various stakeholders identified by City staff, and a review of existing plans/policies in the area.

VISION:

To enhance the transportation network for all users to move towards zero traffic fatalities and serious injuries

Goal #1: Identify areas with a high risk for crashes.

Objectives:

- Identify intersections and segments that would most benefit from mitigation.
- Identify areas of interest with respect to safety concerns for vulnerable users (pedestrians and bicyclists).

Goal #2: Illustrate the value of a comprehensive safety program and the systemic process.

Objectives:

- Demonstrate the systemic process' ability to identify locations with higher risk for crashes based on present characteristics closely associated with severe crashes.
- Demonstrate, through the systemic process, the gaps and data collection activities that can be improved upon.

Goal #3: Plan future safety improvements for near-, mid- and long-term.

Objectives:

- Identify safety countermeasures for specific locations (case studies).
- Identify safety countermeasures that can be applied city-wide.



Goal #4: Define safety projects for future Highway Safety Improvement Plan (HSIP) and other program funding consideration.

Objectives:

- Create the outline for a prioritization process that can be used in this and forth-coming cycles to apply for funding.
- Use the systemic process to create Project Case Studies.
- Use Case Studies to apply for HSIP and other funding consideration.
- Demonstrate the correlation between the proposed safety countermeasures with the Vision Zero Initiative and the California State Highway Safety Plan.



3. Process

The primary goal for the City of Monterey Park and their safety partners is to provide safe, sustainable, and efficient mobility choices for their residents and visitors. Through the development and implementation of this LRSP, the City will continue its collaboration with safety partners to identify and discuss safety issues within the community.

Guidance on the LRSP process is provided at both the national (FHWA) and state (Caltrans) level, and both agencies have developed a general framework of data and recommendations for a LRSP.

FHWA encourages the following:

- The establishment of a working group (stakeholders) to participate in developing an LRSP
- A review of crash, traffic, and roadway data to identify areas of concern
- The identification of goals, priorities, and countermeasures to recommend improvements at spot locations, systemically, and comprehensively

Caltrans guidance follows a similar outline with the following steps:

- Establish leadership
- Analyze the safety data
- Determine emphasis areas
- Identify strategies
- Prioritize and incorporate strategies
- Evaluate and update the LRSP

This LRSP documents the results of data and information obtained, including the preliminary vision and goals for the LRSP, existing safety efforts, initial crash analysis, and developed emphasis areas. The LRSP recommendations consider the four E's of traffic safety defined by the California Strategic Highway Safety Plan (SHSP): Engineering, Enforcement, Education, and Emergency Response.

3.1 Guiding Manuals

This section describes the analysis process undertaken to evaluate safety within Monterey Park at a systemic level. This report identifies specific locations within the City that will benefit from safety enhancements and derives crash risk factors based on historic crash data using a network screening process. The outcome will inform the identification and prioritization of engineering and non-infrastructure safety measures by addressing certain roadway characteristics and related driving behaviors contributing to crashes. This process uses the latest national and state best practices for statistical roadway analysis described.



3.1.1 Local Roadway Safety Manual

The *Local Roadway Safety Manual: A Manual for California's Local Road Owners* (Version 1.5, April 2020) encourages local agencies to pursue a proactive approach when identifying and analyzing safety issues and preparing to compete for project funding opportunities. A proactive approach is the analyzation of safety in an entire roadway network through either a one-time network wide analysis or a routine analysis of the roadway network.¹

According to the *Local Roadway Safety Manual* (LRSM), “the California Department of Transportation (Caltrans) – Division of Local Assistance is responsible for administering California’s federal safety funding intended for local safety improvements.”

To provide the most beneficial and competitive funding approach, the analysis leading to countermeasure selection should focus on both intersections and roadway segments and maintain consideration of roadway characteristics and traffic volumes. The result should reflect a list of locations that are most likely to benefit from cost-effective countermeasures, preferably prioritized by benefit/cost ratio. The manual suggests using a mixture of quantitative and qualitative measures to identify and rank locations using both crash frequency and crash rates. These findings should then be screened for crash type and severity patterns to determine the cause of crashes and the potential effective countermeasures. Qualitative analysis should include field visits and a review of existing roadway characteristics and devices. The specific roadway context can then be used to assess conditions that may decrease safety at the site and at systematic levels.

Countermeasure selection should be supported using Crash Modification Factors (CMFs). These factors are a peer reviewed product of research quantifying the expected rate of crash reduction expected from a given countermeasure. If more than one countermeasure is under consideration, the LRSM provides guidance on appropriate application of CMFs.

3.1.2 Highway Safety Manual

The American Association of State Highway and Transportation Officials (AASHTO) *Highway Safety Manual* (HSM), published in 2010, presents a variety of methods for quantitatively estimating crash frequency or severity at a variety of locations.² This four-part manual is divided into the following parts: A) Introduction, Human Factors, and Fundamentals, B) Roadway Safety Management Process, C) Predictive Method, D) Crash Modification Factors.

In Chapter 4 of Part B in the HSM, the “Network Screening Process” is a tool for an agency to analyze the entire network and identify/rank locations that are most likely or least likely to realize a reduction in the frequency of crashes.

¹ Local Roadway Safety Manual (Version 1.5) 2020. Page 5.

² AASHTO, Highway Safety Manual, 2010, Washington D.C.,
<http://www.highwaysafetymanual.org/Pages/About.aspx>



The HSM identifies five steps in this process:³

1. **Establish Focus:** Identify the purpose or intended outcome of the network screening analysis. This decision will influence data needs, the selection of performance measures and the screening method that can be applied.
2. **Identify Network and Establish Reference Populations:** Specify the types of sites or facilities being screened (i.e., segments, intersections, geometrics) and identify groupings of similar sites or facilities.
3. **Select Performance Measures:** There are a variety of performance measures available to evaluate the potential to reduce crash frequency at a site. In this step, the performance measure is selected as a function of the screening focus and the data and analytical tools available.
4. **Select Screening Method:** There are three principal screening methods described in this chapter (i.e., ranking, sliding window, peak searching). Each method has advantages and disadvantages; the most appropriate method for a given situation should be selected.
5. **Screen and Evaluate Results:** The final step in the process is to conduct the screening and analysis and evaluate the results.

The HSM provides several statistical methods for screening roadway networks and identifying high risk locations based on overall crash histories.

3.2 Analysis Techniques

3.2.1 Collision Analysis

The initial steps of a collision analysis involve establishing sub-populations of roadway segments and intersections that have similar characteristics. For this LRSP, intersections were grouped by their control type (signalized and unsignalized), and segments were grouped by their roadway category (primary arterial, secondary arterial, collector, local). Individual collision rates were then calculated for each sub-population. The population level collision rates were used to assess the number of collisions at a specific location. These sub-populations were also used to determine typical collision patterns to highlight locations where an unusual number of specific collision types occurred.

3.2.2 Network Screening Analysis

The network screening process lists intersections and roadway segments by the number of collisions over the analysis period and identifies areas with a higher number of a given collision type than would be expected for the location.

The different collisions were organized by the following categories:

³ AASHTO. *Highway Safety Manual*. 2010. Washington, DC. Page 4-2.



1. Collision injury (fatal, serious injury, other visible injury, complaint of pain, property damage only),
2. Collision type (broadside, rear-end, sideswipe, head-on, hit object, overturned, bicycle, pedestrian, other),
3. Environmental factors (lighting, wet roads), and
4. Driver behavior (impaired, aggressive, and distracted driving).

3.3 Future Analysis

The City can plan to conduct regular collision monitoring as described in Section 10.2. The City will then refresh the analysis and update the LRSP every 5 years to maintain eligibility for HSIP funding, as described in **Section 10.2**.



4. Safety Partners

Local stakeholders were included in the development of this report to ensure the local perspective was maintained at the forefront of planning efforts. A stakeholder group of City staff and external partners consisted of representatives from the City economic development staff, the Monterey Park Police Department, Fire Department, Public Works, Alhambra School District, East LA College, and LA Community College District.

The local stakeholders were called together to offer insight on the safety issues present in the City's transportation network. After the initial network screening and safety analysis, the stakeholder group met to discuss potential countermeasures and challenge areas through a field visit. The summary of the field visit meeting are outlined below.

4.1 Stakeholder Meeting #1

The first stakeholder meeting was conducted virtually on June 21, 2022. At the meeting, stakeholders were introduced to the project and provided an overview of the data used, the required outputs, and the potential outcomes of the study.

In addition to the overview, stakeholders were asked to provide local insight and knowledge at ten "case study" locations that were identified after the initial network screening and crash analysis process.

4.2 Field Tour Stakeholder Workshop

On July 7, 2022, the project team visited each of the 10 locations to identify potential issues that are contributing to the collision patterns. Potential countermeasures were identified and discussed.

4.3 Stakeholder Meeting #2

The second stakeholder meeting was conducted virtually on July 27, 2022. During this meeting case study locations were presented to the stakeholders with a list of observations and potential countermeasures. Emphasis/challenge areas were discussed, specifically aggressive driving and impaired driving as a major factor in collisions throughout the City.

Stakeholder feedback was reviewed and incorporated into the study process for the development of the LRSP.

5. Existing Efforts

Existing plans, policies, and projects that were recently completed, planned, or on-going were compiled at the start of the LRSP process to gain perspective on the existing efforts for transportation-related improvements within the City. High-level key points regarding transportation improvements and safety-related topics were identified to inform decision making in this LRSP.

Table 2 outlines the relevant existing City plans and their improvements and funding sources.



Table 3 outlines the relevant existing City projects and their timelines.

Table 1 – Review of Existing City Plans

Document Name	Transportation Policies/Improvements
General Plan	The City of Monterey Park General Plan is a planning document which serves as a guide to the long-term physical development of the community in a series of six chapters called elements which cover land use, economic development, circulation, housing, safety and community services, and resources.
Pedestrian Linkages Plan	- This plan provides a direction for future public investment, private development, and community action in downtown Monterey Park. - This plan focuses on a positive trajectory in terms of public amenities, transportation infrastructure, new and existing development, and community cohesion.
Climate Action Plan	The goal of this plan is to set forth a comprehensive strategy to address GHG emissions related to land use patterns, transportation, building design, energy use, water demand, and waste generation.
San Gabriel Valley Regional Bicycle Master Plan	This plan is intended to guide the development and maintenance of a comprehensive bicycle network and set of programs within the cities of Baldwin Park, El Monte, Monterey Park, San Gabriel and South El Monte for the next 20 years.
The Garfield Village Specific Plan	- This will be a guide for property owners and businesses to help improve their properties and buildings. - This plan will guide how buildings, streets, sidewalks, and public spaces are designed and will improve parking, vehicle circulation and transit access.
City of Monterey Park Pedestrian Safety Assessment (performed by UC Berkeley)	2010 report analyzed pedestrian safety in the City and identified area of opportunity and enhancement - Areas of enhancement included crosswalk installation, speed limits, and pedestrian safety audits - Areas of opportunity included pedestrian improvements to Garvey & Garfield Avenues, Atlantic Bl north of Garvey Avenue, and areas near East LA College



Table 2 – Review of Existing City Projects

Project Name	Timeline	Transportation Policies/Improvements
Slurry Seal Project	Summer 2022-ongoing	Enhance appearance and drivability of the street and protect the base of the roadway from water damage and weathering
Southern California Edison Pole Replacement	Ongoing	Replacement of SCE owned old steel streetlight poles with new concrete poles and light fixtures
N. Atlantic Boulevard Sewer Main Improvements	Summer 2022 – Fall 2022	Replacement of sewer mains, primarily along N Atlantic Blvd and Garvey Ave
Street Rehabilitation at Various Locations	August 2022-December 2022	Removal of existing pavement and the application of Asphalt Rubber Hot Mix and AC Overlay on various city streets on the southwest side
Slurry Seal Project	July 2022-August 2022	Enhance the appearance and drivability of the street and protect the base of the roadway from water damage and weathering
HSIP Cycle 9	Ongoing	Install signal hardware improvements to the lenses, back-plates with retroreflective borders, mounting, size, and number, as well as installation of pedestrian countdown signal heads. Implementation on various signalized intersections along Garfield Ave between northern and southern city limits.
ATP Project	Ongoing	The proposed project involves pedestrian safety improvements around school sites at various locations Citywide. The proposed improvements include installation of crosswalk, pedestrian crossing signage, rapid flashing beacon signs, construction of ADA curb ramps, sidewalk, curb and gutter, overhead pedestrian flashing beacon system, installation of red curb, pavement markers, signage and striping. The work locations around schools sites are at the following intersections:
Monterey Pass Road Undergrounding District	2027	Undergrounding utilities along Monterey Pass Road from Garvey Ave to Vagabond Dr
Sidewalk Replacement Project	FY 2022-2023	Citywide sidewalk replacement project to eliminate tripping hazards for pedestrians
Citywide Bond Improvement Project	Ongoing	\$21 million in bond money to pave roads throughout the City and improve sidewalks, ADA ramps, crosswalks, and other infrastructure improvements.



6. Data Summary

This section describes the data sources used for the analysis process of this LRSP.

6.1 Roadway Network

The California Department of Transportation (Caltrans) California Road System (CRS) GIS database was used to build the base roadway network used for this analysis. Intersections and roadway segments were divided into control and classification categories so that each set could have its own crash rates and be compared with similar facilities or control type. Functional Classifications were imported from the city's General Plan and confirmed by city staff. Information on intersection traffic control was provided by the city and included in the analysis network. The collision analysis requires each intersection to be classified by type: Signalized or Unsignalized. **Figure 1** illustrates the City of Monterey Park's roadway functional classification and intersection control type, respectively, as used for this study.

6.2 Collision Data

Collision data was collected from Crossroads software for the period from January 1, 2017 through December 31, 2021, displayed in **Figure 2**. Five years of data are utilized instead of the standard three years to provide more history to evaluate trends or patterns. Analysis of the raw collision data is the first step in understanding the specific and systemic challenges faced throughout the city. Analyzing the five years of data provided insight on the collision trends and patterns detailed in **Section 7**. The locations of fatal and severe injury collisions are displayed in **Figure 3**.



Figure 1 : Functional Classification & Signalized Intersections

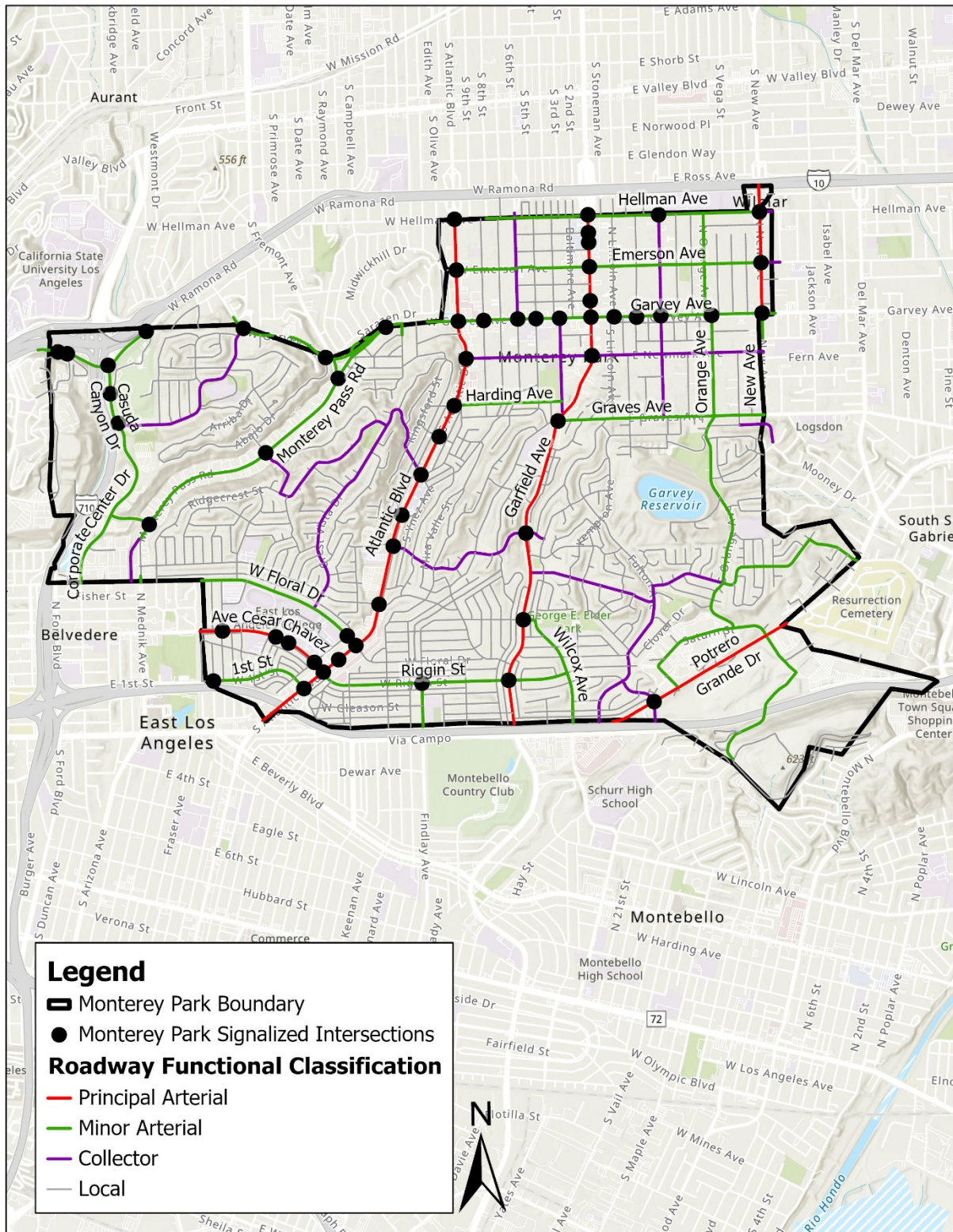




Figure 2: All Collisions (2017-2021)

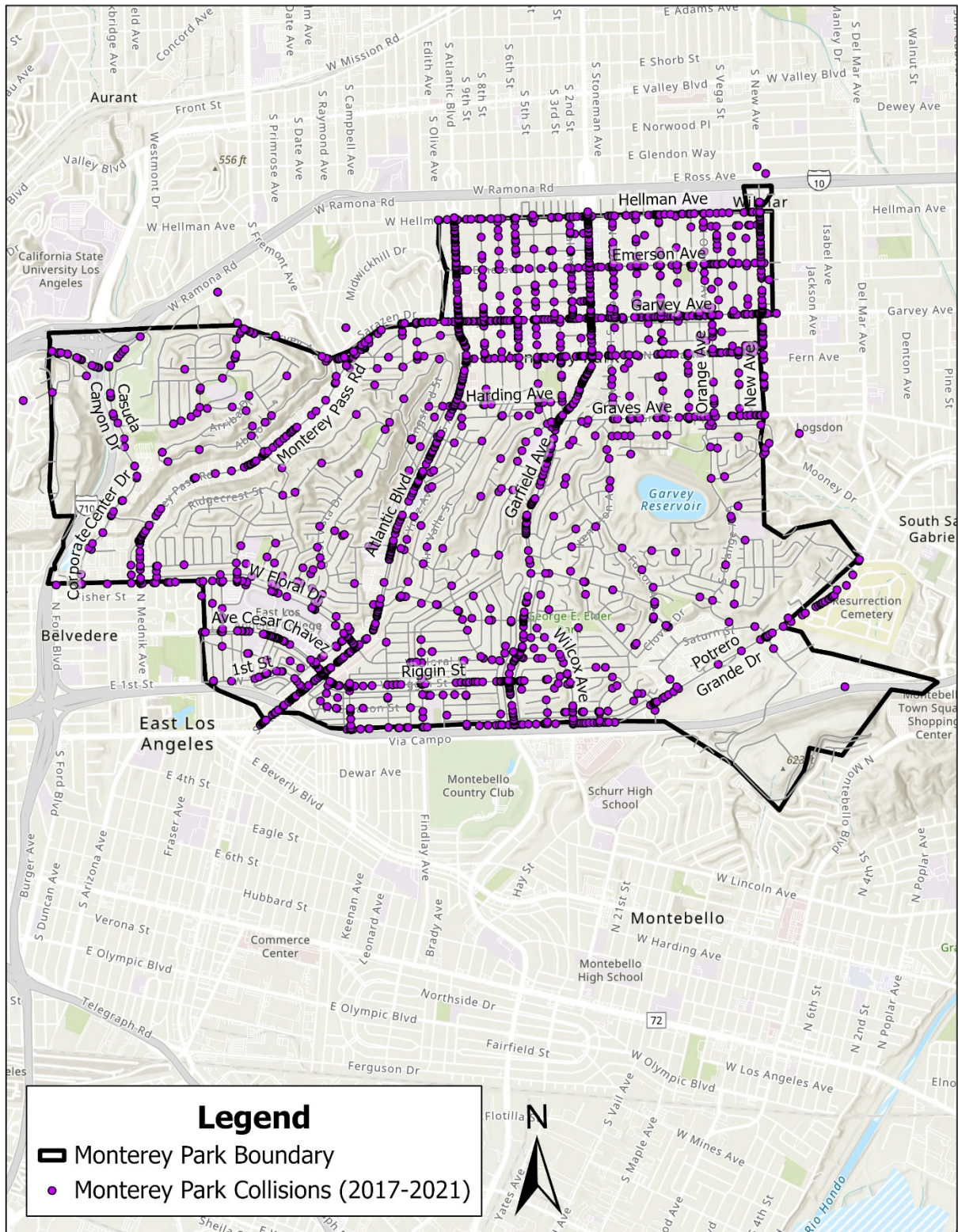
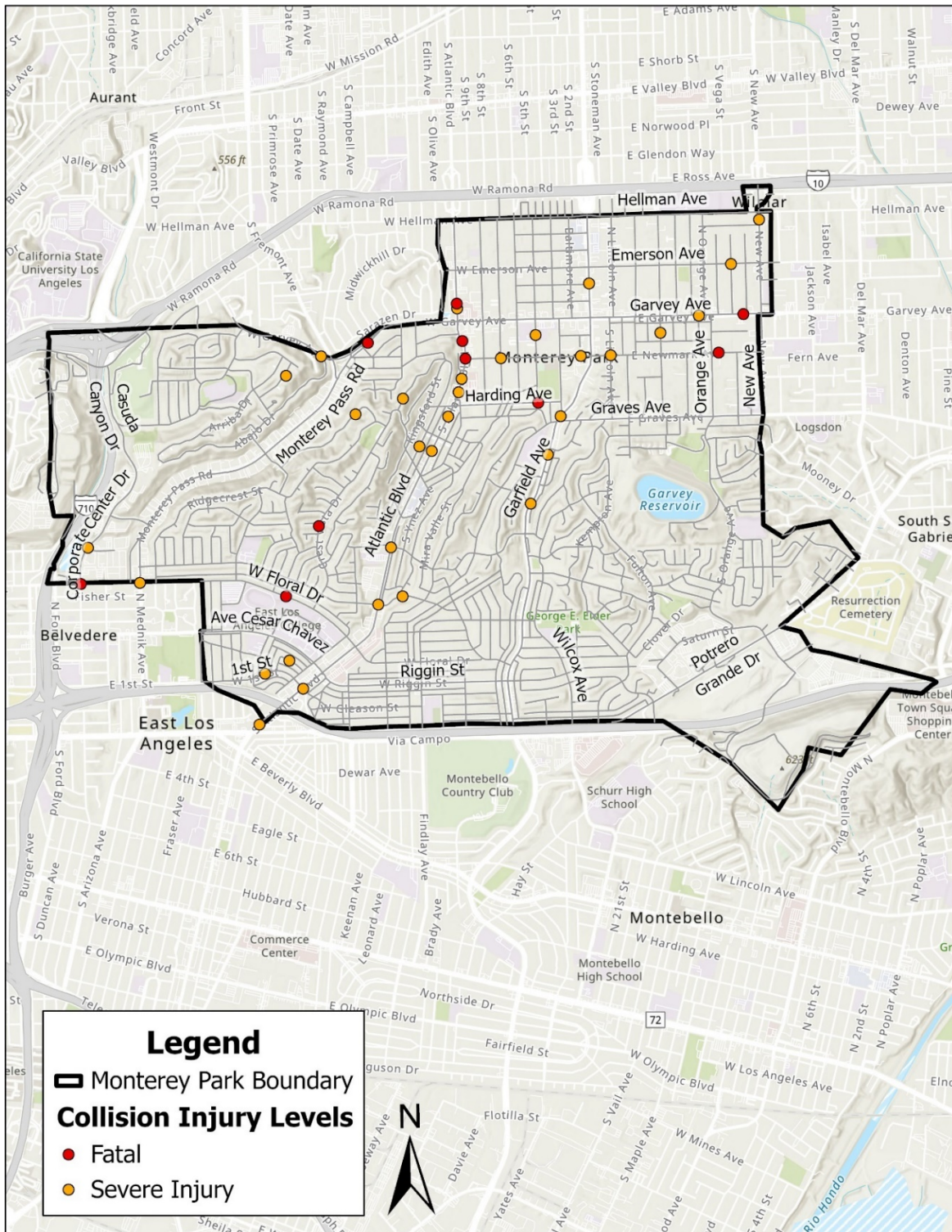




Figure 3: Fatal & Severe Injury Collisions (2017-2021)





7. Crash Safety Trends

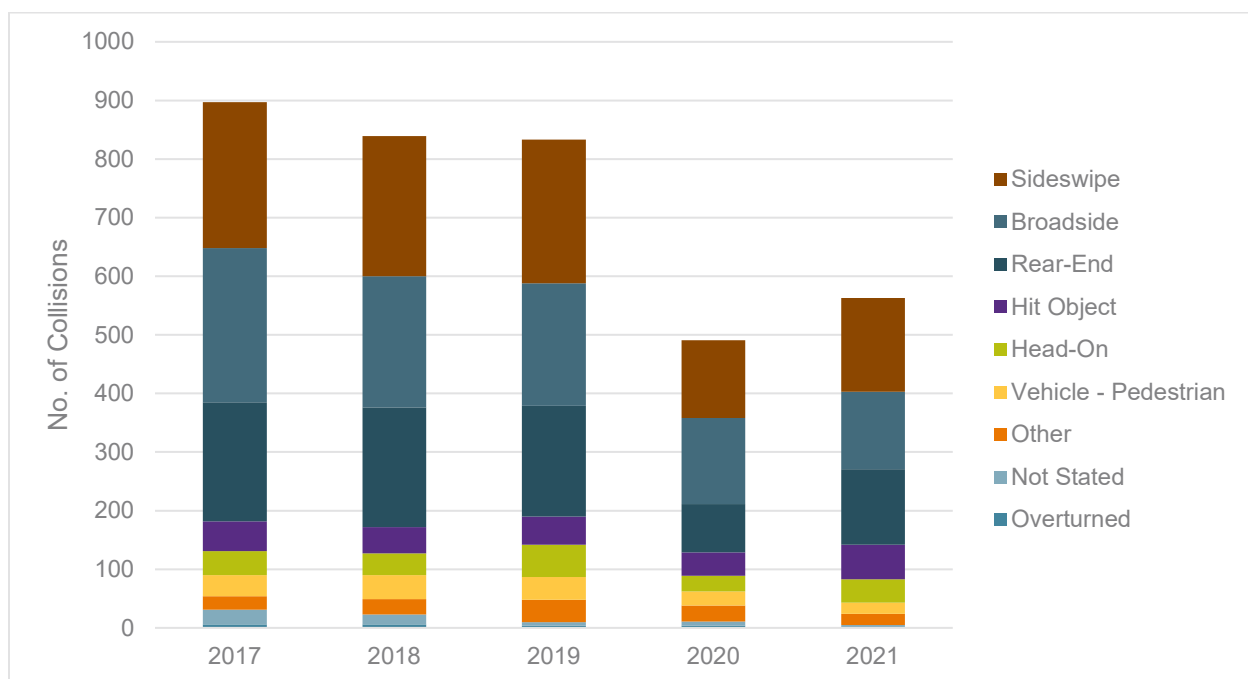
The analysis was conducted using a network screening process for the City-maintained roadway system based on collision records spanning from January 1, 2017 through December 31, 2021. This section contains the results of the analysis, which included the evaluation of Monterey Park's fatal and serious injury (generally denoted as K+SI) collisions, statewide K+SI collisions, pedestrian collisions, bicycle collisions, collision severity levels, and collision causes.

7.1 All Collisions

This report utilized collision data for a five-year period to provide a better understanding of trends and to reflect the patterns in crashes that have occurred on city streets. Data used for this report was extracted from Crossroads Software on June 2, 2022 and was current as of that date. Collision data from January 1, 2017, through December 31, 2021 as reported to Crossroads from the local enforcement indicated that during this time there were 3,624 collisions recorded within Monterey Park.

During this time, the most common occurring collision types were Sideswipes (28%) and Broadsides (27%). The total number of collisions decreased throughout the study period, with an increase during the last year, 2021, as shown in **Figure 4**.

Figure 4: Collision Type by Year (2017-2021)



Source: Monterey Park Crossroads Database (2017-2021)



7.2 Fatalities & Severe Injuries

During the study period, 20 fatal collisions and 34 severe injury collisions occurred during the study period, as seen in **Figure 3**. **Table 3** outlines the fatal collisions categorized by modes involved.

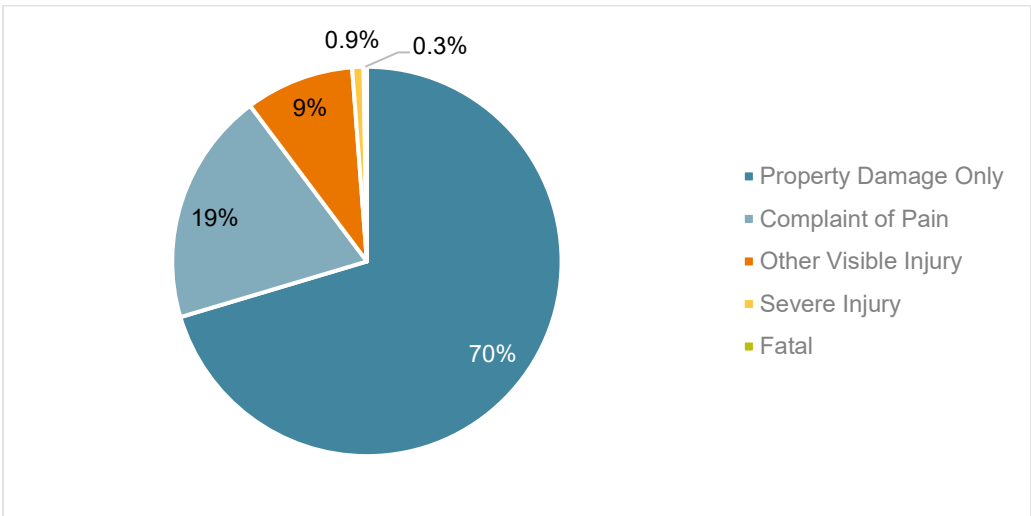
Table 3 – Fatal and Severe Injury Collisions Categorized by Modes Involved (2017-2021)

Involved With	# of Severe Injury Collisions	# of Fatal Collisions
Bicycle	2	1
Fixed Object	7	1
Other Motor Vehicle	7	1
Non-Collision	1	0
Other Object	1	1
Parked Motor Vehicle	6	1
Pedestrian	10	5

7.3 Injury Levels

As shown in **Figure 5**, 70% of the collisions reported during the time-period resulted in property damage only. Fatalities and severe injuries totaled 1.2% of all collisions.

Figure 5 – Collisions by Injury Levels (2017-2021)



Source: Monterey Park Crossroads Database (2017 – 2021)



7.4 Cause of Collision

The highest recorded cause of collisions in Monterey Park during the study period is Improper Turning at 20.81%, followed by Automobile Right-of-Way Violation at 15.58% and Unsafe Speed at 15.47%. **Table 4** shows the distribution of collision cause.

Table 4: - Cause of Collisions (2017-2021)

Primary Collision Factor	No. of Collisions	%
Improper Turning	749	20.8%
Auto R/W Violation	561	15.6%
Unsafe Speed	557	15.5%
Unknown	447	12.4%
Other Improper Driving	319	8.9%
Traffic Signals and Signs	191	5.3%
Unsafe Starting or Backing	187	5.2%
Driving Under Influence	179	5.0%
Other Hazardous Movement	130	3.6%
Pedestrian Violation	63	1.8%
Unsafe Lane Change	47	1.3%
Improper Passing	41	1.1%
Wrong Side of Road	41	1.1%
Other Than Driver	25	0.7%
Following Too Closely	19	0.5%
Ped R/W Violation	17	0.5%
Hazardous Parking	7	0.2%
Not Stated	5	0.1%
Impeding Traffic	5	0.1%
Other Than Driver or Ped	4	0.1%
Other	3	0.1%
Lights	1	0.03%
Brakes	1	0.03%
Other Equipment	1	0.03%

Source: Monterey Park Crossroads Database (2017 – 2021)

7.5 Vulnerable Users

7.5.1 Pedestrian Collisions

176 pedestrian involved collisions occurred during the study period, resulting in 5 fatal collisions, 10 severe injuries, and 151 collisions with some form of reported injury or pain. **Figure 6** shows the locations of pedestrian collisions during the study period.

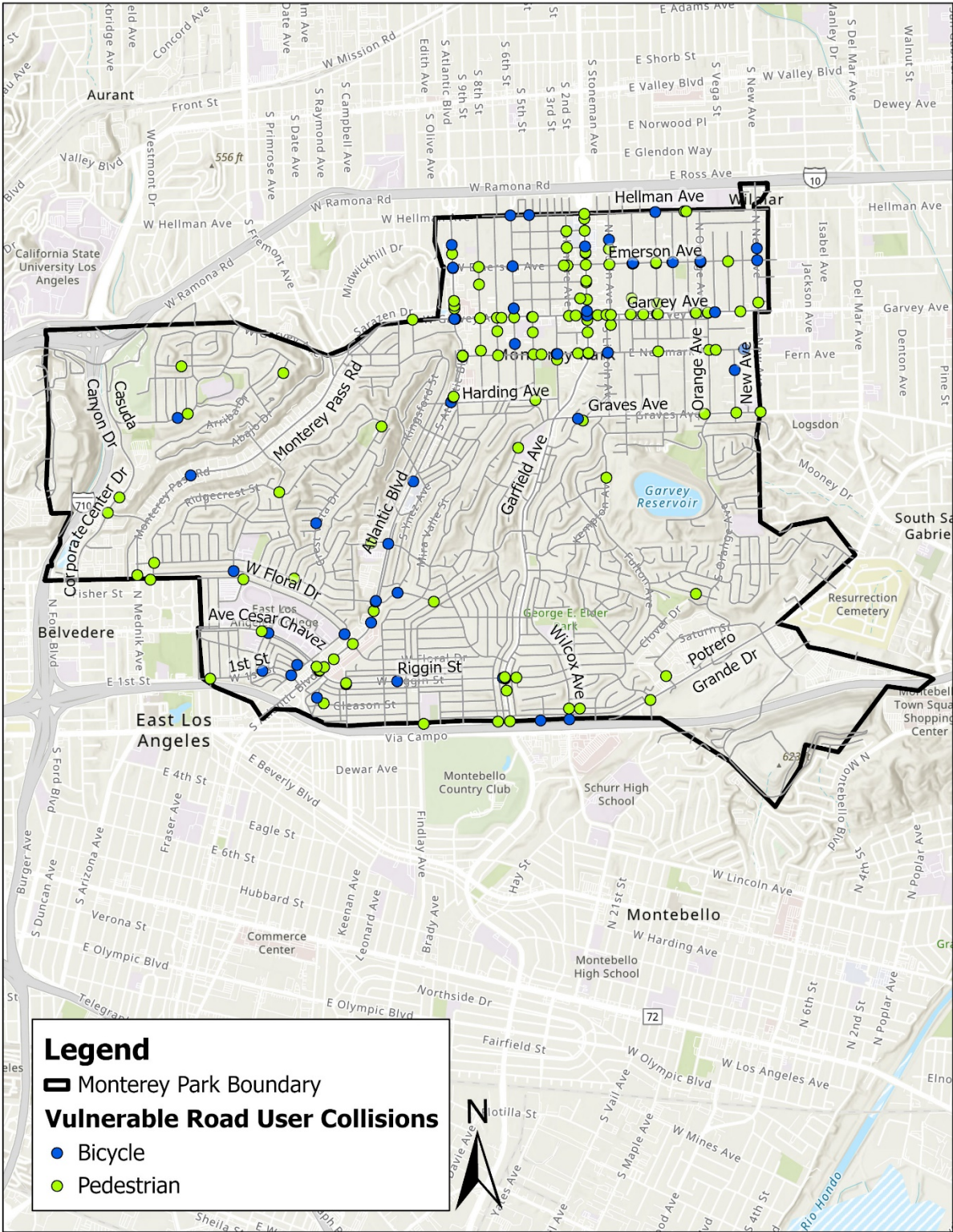


7.5.2 Bicycle Collisions

During the study period, 64 collisions involving bicycles were reported. There was 1 fatal injury, 2 resulted in severe injuries, and 54 resulted in some form of reported injury or pain. **Figure 6** shows the location of bicycle collisions during the study period.



Figure 6 – Pedestrian & Bicycle Collisions (2017-2021)





MONTEREY PARK LOCAL ROADWAY SAFETY PLAN

7.6 Other Significant Trends

In addition, the following trends were observed:

- 27% of collisions occurred at night or during the dusk/dawn hours.
- Drivers aged 16-20 were at fault in 15.7% of all collisions.
- Drivers aged 65+ were at fault in 12.8% of all collisions.

7.7 Collision Network Screening Analysis Results

Figure 7 below show the results of the collision network screening analysis, with the number of collisions at both intersections and mid-block roadway segments.



Figure 7 – Collision Network Screening Analysis Results (2017-2021)

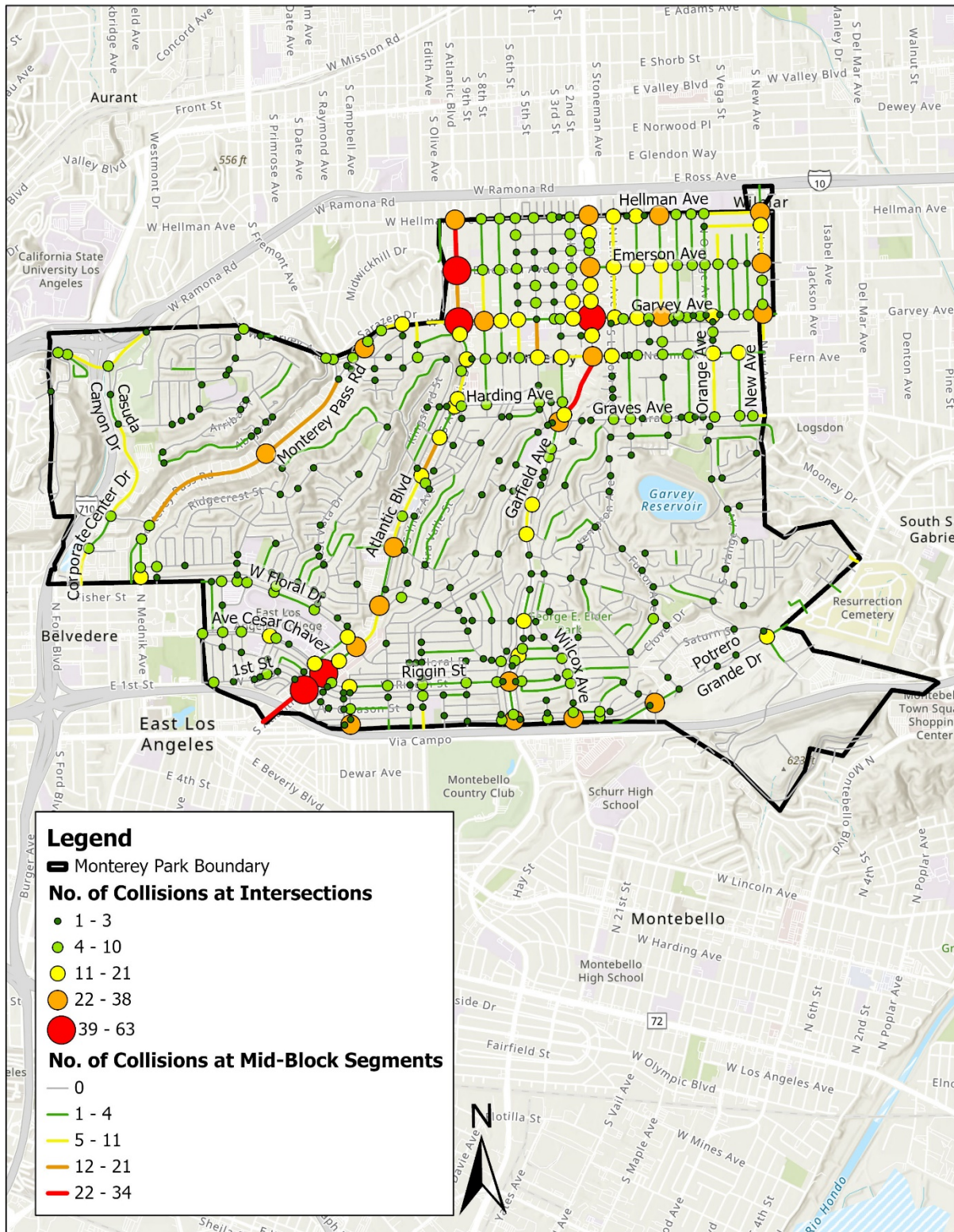




Table 6 and 7 show the number of crashes occurring at the top ten locations in Monterey Park by crash type for the locations that will be studied further in the Report, and highlights locations in which the probability of those crash types exceeding the threshold proportion is greater than 33%.

The tables are ordered by the number of collisions that occurred at that segment or intersection. To be statistically significant, only locations where more than two collisions occurred are represented. At locations with two or less collisions, random chance can account for crash history as much or more than specific roadway characteristics.

After this analysis was completed, the locations were ranked against other similar locations within the City by their categories according to the expected proportion of that crash type within Monterey Park. Locations with higher-than-expected crashes of that type were identified by the probability that random chance would not account for exceedances.

Additionally, it should be noted that the columns for Collision Severity, Type, Involved With, and Behavior are additional characteristics of the collisions and should not be counted as a separate collision.

The following provides an example of how to read **Tables 6 and 7**.

Table Definitions:

- **Total Collisions:** Number of collisions observed at the intersection or segment from January of 2017 through December of 2021.
- **Local Critical Crash Rate (CCR) Differential:** The Critical Crash Rate specific to the intersection or segment. This is the difference between local (actual) crash rate and the critical crash rate, which is how many collisions per million vehicle miles are expected for a location of this type and volume. This tells us how many more collisions are occurring more than is expected. Locations with positive values have more collisions than expected, while locations with negative values have less collisions than expected.
- **Equivalent Property Damage Only (EPDO):** This method assigns weighting factors to crashes based on injury level (severe, injury, property damage only) to develop a property damage only score. In this analysis, the injury crash costs were calculated for each location (based on the latest Caltrans injury costs) and then normalized by dividing by the value of a property damage only collision. Fatal and severe injury collisions are estimated at \$2.19 million, Other Visible Injury (OVI) collisions at \$142,300, Complaint of Pain (COP) collisions at \$80,900, and Property Damage Only (PDO) collisions at \$13,300.
- **Severity:** The number of severe injury and fatal collisions that occurred at this location in the study period.
- **Fatality:** The number of fatal collisions that occurred at this location in the study period.



MONTEREY PARK LOCAL ROADWAY SAFETY PLAN

- **Broadside, Sideswipe, Rear-End, Head-On, Hit Object, Overturned, Other, Pedestrian, Bicycle:** The number of these types of collisions that occurred at this location in the study period.
- **Other:** The number of miscellaneous collision types (mostly single vehicle) that occurred at this location in the study period.
- **Aggressive, Dark, Wet:** The number of the collisions with this factor identified as the cause of collision.



Table 5– Analysis Rankings: Intersections (Top 10 Per Type)

Intersection	Crashes	Local CCR Differential ¹	EPDO ²	<i>Fatal</i>	<i>Serious Injury</i>	<i>Other Visible Injury</i>	<i>Complaint of Pain</i>	<i>PDO</i>	Broadside	Sideswipe	Rear End	Head On	Hit Object	Overturned	Other	Pedestrian	Bicycle	Aggressive	Distracted	Impaired	Dark	Wet
Signalized Intersections																						
Garfield Ave & W Garvey Ave	63	0.10	173	0	0	3	16	44	17	21	20	0	2	0	1	2	3	23	1	4	0	3
S Atlantic Blvd & W Garvey Ave	53	-0.02	138	0	0	4	9	40	14	18	15	3	2	0	1	0	3	19	0	1	0	2
W Riggin St & S Atlantic Blvd	51	0.01	116	0	0	2	9	40	10	11	21	3	1	1	0	5	1	18	2	0	0	3
1st St & S Atlantic Blvd	50	3.93	314	0	1	3	14	32	19	6	15	1	5	0	4	0	0	16	2	1	0	4
N Atlantic Blvd & W Emerson Ave	43	0.07	161	0	0	8	8	27	16	10	9	4	0	0	0	4	3	13	0	2	1	1
Garfield Ave & Hellman Ave	38	0.25	83	0	0	2	5	31	8	8	10	4	4	1	0	3	0	13	0	6	0	0
Garfield Ave & E Newmark Ave	33	-0.06	113	0	0	3	10	20	12	10	5	1	1	0	0	4	1	9	1	1	0	0
New Ave & Garvey Ave	32	-0.10	92	0	0	2	8	22	7	13	9	1	1	0	1	0	0	12	0	0	0	1
S Atlantic Blvd & Brightwood St	31	-0.12	260	0	1	1	11	18	3	6	15	2	4	0	0	2	3	17	0	1	0	2
Atlantic Blvd & Hellman Ave	31	0.38	90	0	0	5	2	24	12	6	7	4	1	0	1	0	0	6	1	0	0	2
Unsignalized Intersections																						
S Atlantic Blvd & W Mabel Ave	19	0.00	257	1	0	5	5	8	1	3	6	2	5	2	0	0	0	4	0	2	0	0
S Moore Ave & W Garvey Ave	19	12.63	54	0	0	1	5	13	6	5	1	1	3	0	1	2	0	1	1	0	0	1
Gerhart Ave & W Riggin St	17	0.39	47	0	0	1	4	12	6	5	3	1	0	0	0	2	0	6	0	1	1	0
S Orange Ave & E Newmark Ave	17	0.29	210	1	0	2	2	12	8	4	1	1	1	0	0	2	0	2	0	2	0	1



Intersection	Crashes	Local CCR Differential ¹	EPDO ²	<i>Fatal</i>	<i>Serious Injury</i>	<i>Other Visible Injury</i>	<i>Complaint of Pain</i>	<i>PDO</i>	Broadside	Sideswipe	Rear End	Head On	Hit Object	Overturned	Other	Pedestrian	Bicycle	Aggressive	Distracted	Impaired	Dark	Wet
N Garfield Ave & Garcelon Ave	17	-0.02	206	0	1	1	3	12	6	5	3	0	1	0	0	2	0	4	0	0	0	2
Newmark Ave & Nicholson Ave	17	0.45	42	0	0	1	3	13	8	2	3	2	2	0	0	0	0	3	0	0	0	0
New Ave & Hershey Ave	16	0.07	180	0	1	0	0	15	2	8	4	0	1	0	1	0	0	3	0	1	0	0
N Baltimore Ave & W Garvey Ave	15	0.01	50	0	0	2	3	10	2	5	5	1	0	0	0	3	0	1	1	0	1	0
N Nicholson Ave & E Emerson Ave	15	0.85	35	0	0	0	4	11	4	2	3	2	1	0	1	2	1	3	0	0	0	1
N Alhambra Ave & E Emerson Ave	15	0.26	59	0	0	3	3	9	6	2	3	1	0	0	0	3	0	5	0	0	0	2
1. Local Critical Crash Rate Differential 2. Equivalent Property Damage Only Crashes																						



Table 6 – Analysis Rankings: Segments (Top 10 Per Type)

Facility	Limits	Crashes	Local CCR Differential ¹	EPDO ²	Fatal	Serious Injury	Other Visible Injury	Complaint of Pain	PDO	Broadside	Sideswipe	Rear End	Head On	Hit Object	Overtaken	Other	Pedestrian	Bicycle	Aggressive	Distracted	Impaired	Dark	Wet
Primary Arterial																							
Garfield Ave	E Newmark Ave - Ramona Ave	34	1.68	103	0	0	4	6	24	11	13	7	0	1	0	2	0	0	7	1	3	0	2
S Atlantic Blvd	W 1st St - Pomona Fwy Off Ramp	31	1.04	96	0	0	2	9	20	6	5	15	0	3	0	2	0	0	17	0	2	0	3
N Atlantic Blvd	W Emerson Ave - Hellman Ave	29	1.07	79	0	0	2	6	21	5	12	6	1	0	0	4	1	1	3	0	2	0	4
N Atlantic Blvd	W Garvey Ave - W Emerson Ave	21	0.51	398	1	1	3	4	12	3	6	7	1	1	0	0	3	0	5	2	0	0	1
S Atlantic Blvd	El Portal Pl - Cadiz St	13	0.21	212	0	1	1	5	6	4	2	5	0	2	0	0	0	0	3	1	0	0	1
S Atlantic Blvd	Brightwood St - W Floral Dr	11	-0.14	51	0	0	2	4	5	5	3	2	0	1	0	0	0	1	1	0	0	0	1
New Ave	E Emerson Ave - Hershey Ave	9	0.24	19	0	0	0	2	7	1	5	3	0	0	0	0	0	1	2	0	0	0	0
S Atlantic Blvd	El Mercado Ave - Harding Ave	6	-0.31	36	0	0	2	2	2	1	1	2	0	1	1	0	0	0	1	0	0	0	0
S Garfield Ave	Roca Way - El Repetto Dr	6	-0.28	16	0	0	0	2	4	1	1	2	0	2	0	0	0	0	4	0	1	0	2
S Atlantic Blvd	Sevilla St - El Repetto Dr	6	-0.33	11	0	0	0	1	5	1	3	1	1	0	0	0	0	0	0	1	0	0	0
Minor Arterial																							
Monterey Pass Rd	Fremont Ave - Vagabond Dr	15	0.40	54	0	0	3	2	10	3	6	5	0	0	0	1	0	0	2	0	1	0	0



Facility	Limits	Crashes	Local CCR Differential ¹	EPDO ²	Fatal	Serious Injury	Other Visible Injury	Complaint of Pain	PDO	Broadside	Sideswipe	Rear End	Head On	Hit Object	Overturned	Other	Pedestrian	Bicycle	Aggressive	Distracted	Impaired	Dark	Wet
Monterey Pass Rd	Vagabond Dr - Davidson Dr	15	-0.17	59	0	0	3	3	9	9	5	1	0	0	0	0	0	1	1	1	1	0	1
W Ramona Blvd	Centre Plaza Dr - Casuda Canyon Dr	10	1.18	25	0	0	1	1	8	3	3	0	2	2	0	0	0	0	1	0	0	0	1
Corporate Center Dr	Davidson Dr - Casuda Canyon Dr	7	0.13	22	0	0	1	1	5	2	2	0	0	1	0	1	1	0	0	1	0	0	0
W Ramona Blvd	Corporate Center Dr - MP Golf Club Entrance	6	0.19	30	0	0	2	1	3	3	1	0	1	1	0	0	0	0	1	1	1	0	0
E Hellman Ave	N Orange Ave - New Ave	5	0.07	5	0	0	0	0	5	0	4	1	0	0	0	0	0	0	0	0	0	0	2
Collector																							
N Alhambra Ave	Garvey Ave - E Emerson Ave	7	0.82	22	0	0	1	1	5	3	2	1	0	0	0	0	1	0	1	0	0	0	0
W Newmark Ave	Garfield Ave - S Ramona Ave	6	1.42	184	0	1	1	1	3	3	1	1	0	0	0	0	1	0	0	1	0	0	0
E Newmark Ave	S Pomelo Ave - New Ave	3	0.06	8	0	0	0	1	2	1	0	2	0	0	0	0	0	1	0	1	0	0	0
Local																							
Marguerita Ave	Garvey Ave - W Mabel Ave	9	26.2	24	0	0	0	3	6	5	2	1	0	0	0	0	1	0	0	0	0	0	0
N Lincoln Ave	Hellman Ave - Emerson Ave	6	6.01	30	0	0	2	1	3	1	1	1	1	0	0	1	1	1	0	0	0	0	1
N Chandler Ave	Garvey Ave - Emerson Ave	6	5.90	16	0	0	1	0	5	1	3	1	0	0	0	0	1	0	0	0	0	0	0
Hershey Ave	N Orange Ave - New Ave	5	3.90	5	0	0	0	0	5	0	2	3	0	0	0	0	0	0	2	0	0	0	1
Gladys Ave	E Emerson Ave - Driveway	5	8.90	5	0	0	0	0	5	3	1	0	0	0	0	1	0	0	0	0	2	0	0
N Lincoln Ave	Garvey Ave - E Emerson Ave	5	4.51	15	0	0	1	0	4	2	3	0	0	0	0	0	0	0	1	0	0	0	1
S Ynez Ave	Garvey Ave - W Newmark Ave	5	3.60	15	0	0	0	2	3	3	1	1	0	0	0	0	0	1	1	0	0	0	0



Facility	Limits	Crashes	Local CCR Differential ¹	EPDO ²	Fatal	Serious Injury	Other Visible Injury	Complaint of Pain	PDO	Broadside	Sideswipe	Rear End	Head On	Hit Object	Overturned	Other	Pedestrian	Bicycle	Aggressive	Distracted	Impaired	Dark	Wet
S Mc Pherrin Ave	Garvey Ave - W Newmark Ave	3	8.67	167	0	1	0	0	2	0	1	1	0	0	0	0	1	0	0	0	1	2	1
N Nicholson Ave	Garvey Ave - E Hellman Ave	3	1.61	3	0	0	0	0	3	1	1	1	0	0	0	0	0	0	0	0	0	0	0
N Moore Ave	W Emerson Ave - Hellman Ave	3	1.57	3	0	0	0	0	3	0	2	1	0	0	0	0	0	0	0	0	2	0	0
1. Local Critical Crash Rate Differential																							
2. Equivalent Property Damage Only Crashes																							



8. Best Practices Evaluation and Emphasis Areas

8.1 Best Practices Evaluation

Table 8 identifies existing plans and policies that were recently completed, or are planned, or on-going within the City of Monterey Park. The intent of this review is to provide an idea of the types of strategies in place or encouraged by the City that may impact the safety analysis process. It will also identify opportunity areas where the City could adopt non-infrastructure countermeasures. This table also ties each topic and enhancement to the emphasis areas that are laid out in **Section 8.2**.

Table 7 – Summary of Program, Policies, and Practices

Topic	Initiatives/ Current Status	Opportunities for Implementation or Enhancement
COMMITTEES / ROLES		
Does the City have an Active Transportation Coordinator?	City Engineer performs this role	Formalize duties in City Engineer positions
Does the City have a Safety or Active Transportation Advisory Committee?	Traffic commission serves this role	Continue to identify traffic safety issues and meet on regular basis
Does the City have an Active Transportation Safety Education Program?	No	Implement an Active Transportation Safety Education program
POLICY / PLANS		
Does the City have a Complete Streets Plan?	The City has adopted a complete streets policy and will plan to develop guidelines	Implement a Complete Streets Plan to formalize complete streets policies. 'Complete Streets' are streets that are designed and operated to enable safe usage and support mobility for all users. Develop guidelines for implementation going forward.
Does the City assess Traffic Impact Fees?	The City has development impact fees, but nothing specific to traffic	Continue to assess Development Impact Fees and use proceeds for traffic safety improvements
Does the City have a Safe Routes to School program?	No	Implement a Safe Routes to School program to reflect changing trends
Does the City implement Traffic Calming Policies?	No	Formalize Traffic Calming Policies and implement where appropriate



Does the City regularly conduct Speed Surveys?	Yes	Continue to conduct speed surveys every 7 years as required by the CA MUTCD
Does the City utilized Warrants for Stop Signs and Signals?	Yes	Continue to utilize warrants for stop signs and signals
Is the City planning for Density and Walkable Areas?	City has some dense and walkable areas, no formal policy	Consider updating general plan and zoning to allow for high density and additional mixed-use developments
Does the City have Transportation Demand Management (TDM) or Vehicle Miles Travelled (VMT) Reduction policies?	SGVCOG is developing a regional program/ Traffic city guidelines allows for VMT	Continue implementing TDM and VMT policies
Does the City perform Traffic Crash Monitoring?	Monterey Police department performs monitoring.	Regularly monitor crash data to identify any trends or hotspots
Does the City have an Active Transportation Master Plan?	City does not have an Active Transportation Master Plan	Consider creating an Active Transportation Master Plan
Does the City have MUTCD-compliant Pedestrian Signal Timing?	LA County implements pedestrian signal timing	Continue to implement MUTCD compliant pedestrian signal timing where appropriate
Does the City implement Crosswalks at high pedestrian locations?	City has crosswalks at high pedestrian locations	Continue to implement crosswalks at high pedestrian volume locations as trends change
What type of traffic enforcement does the City conduct?	Monterey Park PD condictions regular traffic enforcement	Continue to enforce traffic laws in collision and aggressive driving hotspots
What is the City's Bicycle Policy?	City uses SGVCOG master plan	Formalize bicycle policies in City's transportation element
What types of transit does the City have?	Fixed route local bus service (Monterey Park Spirit Bus) and Metro	Coordinate with transit agencies to identify any transit-related improvements to traffic safety
What types of wayfinding does the City have?	Some wayfinding exists at city entrances	Identify areas where wayfinding signage could contribute to increased roadway safety
DATA COLLECTION / INVENTORY		
Does the City have an Inventory of Pedestrian Signs and Signals?	City does not currently have an inventory	Create GIS database of pedestrian signals and signs



Does the City have an Inventory/Mapping of Active Transportation Routes?	SCAG has an inventory of active transportation routes, including bicycle lanes and pedestrian paths	Continue to regularly update inventory; assemble in GIS if appropriate
Does the City utilize Crossroads Database for collisions?	City utilizes Crossroads database	Continue to utilize Crossroads database and regularly update
Does the City have Active Transportation Volume Counting?	City currently does not have active transportation volume counting	Implement Active Transportation Volume counting at key locations to gauge active transportation usage
COORDINATION / FEEDBACK		
What ways can citizens give feedback about roadway safety?	GOMPK and traffic commission-traffic complaint form	Continue to solicit citizen feedback on traffic safety and transportation planning efforts
What types of Coordination with other City organization does your department perform?	City coordinates with PD and fire departments	Continue coordinating with development department and other City departments
What types of School Engagement does the City perform?	PD coordinates with school districts	Continue to identify areas of coordination with local schools
What types of Law Enforcement/Emergency Service Engagement does the City perform?	City engages with police and fire department	Continue to identify areas of coordination with police and fire department



8.2 Emphasis Areas

Emphasis areas represent crash factors that are common in the City and provide the opportunity to reduce the largest number of traffic injuries with strategic investment. Emphasis areas were developed by revisiting the vision and goals of this planning process and comparing them with the trends and patterns identified in the crash analysis.

8.2.4 Emphasis Area #1: Vulnerable Road Users (Pedestrians & Bicyclists)

Description: Pedestrians and bicyclists are classified by Caltrans as vulnerable users, meaning they possess the highest potential for severe harm during a crash. These groups need appropriate infrastructure to travel to key destinations such as schools, workplaces, and core commercial areas. The City's Circulation element lays out plans and standards for non-motorized transportation. Of the 240 crashes involving vulnerable road users, 6 resulted in a fatal injury and 12 resulted in a severe injury. The City should aim to implement countermeasures to further protect these users from injury.

Goals for Emphasis Area #1:

- Improve active transportation infrastructure by adding pedestrian facilities, bike lanes, and other amenities to make it safer for employees and community members to get to key destinations such as school, commercial centers, transit centers, and recreation areas
- Encourage healthier lifestyles through active transportation infrastructure
- Apply for HSIP and other funding to implement countermeasures to address vulnerable road user crashes

Strategies for Emphasis Area #1:

- Provide outreach, education, and enforcement to encourage more separation between vehicular and pedestrian traffic
- Install high-visibility crosswalk markings at the intersection of key destinations
- Ensure all signalized intersections have completed crosswalks
- Provide dedicated pedestrian and bicycle infrastructure to and from bus stops
- Install adequate street lighting
- Widen street shoulders
- Provide signage (e.g., pedestrian crossing ahead) to help drivers expect to slow down for pedestrians and bikes
- Install bicycle lanes along key corridors
- Install bicycle storage facilities in public areas, such as parks and schools, to encourage bicycle use



- Implement recommendations from Safe Routes to School plan and consider opportunities for more systemic implementation where appropriate.
- Install curb extensions
- Install ADA ramps
- Modify signal phasing to implement a Leading Pedestrian Interval (LPI) with new controller
- Install/upgrade pedestrian crossing at uncontrolled locations
- Establish rotating enforcement targets for high visibility campaigns
- Incorporate GIS bicycle facilities into interactive map on City website
- These strategies will be implemented by the City, law enforcement, and community organizations, such as CalWalks, and Active SGV. Funding sources for these strategies may include OTS, NHTSA, and SB1 grant programs.

8.2.1 Emphasis Area #2: Aging Drivers

Description: Collisions involving aging drivers, as defined by the Caltrans SHSP, includes instances where the driver of the motor vehicles is 65 years or older. During the period of 2017-2021, 16% of the collisions in the City involved aging drivers.

Goal for Emphasis Area #2:

- Reduce the number of crashes involving aging drivers
- City will evaluate progress of the goal every two years and make any necessary changes to implementation strategies

Strategies for Emphasis Area #2:

- Education campaign to target aging drivers with messages regarding road safety, common mistakes and challenges
- Increased enforcement near hotspots of aging drivers
- Increased communication with community organizations

These strategies will be implemented by the City, law enforcement, and community organizations, such as CalWalks and Active SGV. Funding sources for these strategies may include OTS, NHTSA, and SB1 grant programs.

8.2.2 Emphasis Area #3: Intersection Improvements

Description: Collisions involved at intersections, interchanges, and other roadway access. About 82% of total of collisions took place at or near intersections. 46.2% of the fatal and severe injury collisions in Monterey Park involved intersections, compared to 23.8% statewide.



Goal for Emphasis Area #3:

- Reduce the number of crashes at intersections, interchanges, and other roadway access.
- Identify hot spots and prioritize locations for intersection improvements.
- Apply for funding and implement countermeasures to address collisions at intersections for improvement.

Strategies for Emphasis Area #3:

- Engineering improvements are not limited but could include backplates with reflective borders, left-and right turn lanes at two-way controlled intersections, and protected left-turn movements.

These strategies can be implemented by the City with assistance from emergency services and community organizations. Funding sources for these strategies may include HSIP, OTS, and SB1 grant programs.

8.2.3 Emphasis Area #4: Aggressive Driving

Description: Aggressive driving, as defined by the Caltrans SHSP, includes several behaviors including speeding, tailgating, and ignoring traffic signals and signs. Aggressive driving behaviors (unsafe speed or following too closely) accounted for 21 percent of collisions. 1 percent of these collisions resulted in a severe injury, 9 percent of these collisions resulted in some other form of injury.

Goal for Emphasis Area #4:

- Reduce the number of crashes due to aggressive driving in the City
- Identify hot spots and priority corridors for aggressive driving
- Apply for funding and implement countermeasures to address aggressive driving

Strategies for Emphasis Area #4:

- Educational campaign to target aggressive drivers
- Increased law enforcement presence near aggressive driving hotspots
- Increased coordination with law enforcement and other community organizations

These strategies will be implemented by the City, while partnering with Caltrans, Southern California Association of Governments (SCAG), California Highway Patrol (CHP), and other community partners. Funding sources for these strategies may include HSIP, Active Transportation Program (ATP), OTS, SB 1, and SS4A grant programs.



9. Countermeasure Toolbox

This section provides information on general identified issues, crash reduction factors, improvements, and countermeasures identified for the City of Monterey Park, as well as for specific project locations identified as part of this analysis. Countermeasures for each of the Safety Project Case Studies are based on data analysis, stakeholder input, and site visits.

9.1 Infrastructure Improvements

9.1.1 Countermeasure Selection Process

Part D of the HSM provides information on CMFs for roadway segments, intersections, interchanges, special facilities, and road networks. CMFs are used to estimate the safety effects of highway improvements, specifically to compare and select highway safety improvements. A CMF less than 1.0 indicates that a treatment has the potential to reduce crashes. A CMF greater than 1.0 indicates that a treatment has the potential to increase crashes. A Crash Reduction Factor (CRF) is directly connected to the CMF and is “mathematically defined as $(1 - \text{CMF})$ (the higher the CRF, the greater the expected reduction in crashes)⁴.” CMFs can help decision makers weigh potential alternative projects, but are only one measure of a project's value and should be considered part of a larger decision making process. Furthermore, it is important to note that not all CMFs are as reliable as others. The FHWA maintains a federal depository of CMFs and includes a star rating system to help users determine which CMFs are bolstered by the best and most thorough research. Key factors to consider when applying CMFs include:

1. Selection of an appropriate CMF;
2. Estimation of crashes without treatment;
3. Application of CMFs by type and severity; and,
4. Estimation of the combined effect for multiple treatments.

Examples of Safety Countermeasures can be found through several sources. This Report utilizes the countermeasures found in the California LRSM and the CMF Clearinghouse (CMF CH) website. Countermeasures for each of the Safety Project Case Studies are based on the data analysis and site visits. Additional countermeasures were identified for the high-level issues on a city-wide level and are discussed in **Section 9.2**.

⁴ Local Roadway Safety Manual (Version 1.5) 2020. Page 27.



9.1.2 Safety Project Case Studies

From the city-wide analysis, eleven (10) project case study locations were selected for further evaluation and countermeasure development. For each of these locations, Safety Project Case Studies were developed to provide a balanced understanding of common safety patterns at a variety of location types that can be used to associate countermeasures with specific roadway configurations and conditions. These locations were identified through the analysis process based on their crash histories, stakeholder engagement, the observed crash patterns, and their different characteristics to provide the most insight into potential systemic safety countermeasures that the City can employ to achieve the most cost-effective safety benefits.

A Safety Project Case Study was developed for each of the following locations:

1. Signalized Intersection: Monterey Park Pkwy & Vincent Ave
2. Signalized Intersection: Garfield Ave & Garvey Ave
3. Unsignalized Intersection: Newmark Ave & Orange Ave
4. Unsignalized Intersection: New Ave & Hershey Ave
5. Roadway Segment: Atlantic Blvd – Garvey Ave to Emerson Ave
6. Unsignalized Intersection: Atlantic Blvd & Mabel Ave
7. Roadway Segment: Monterey Pass Rd – Vagabond Dr to Davidson Dr
8. Signalized Intersection: Atlantic Blvd & 1st St
9. Signalized Intersection: Atlantic Blvd & Riggins St
10. Signalized Intersection: Atlantic Blvd & Brightwood St

The following pages summarize conditions at each location, and potentially beneficial countermeasures. Countermeasures were subjected to a benefit/cost assessment and scored according to their potential return on investment. These case studies can be used to select the most appropriate countermeasure, and to potentially phase improvements over the longer-term. These case study sheets can also be used to position the City for future grant funding opportunities.

The potential benefit of each countermeasure was calculated using each countermeasure's Crash Reduction Factor (CRF) and the latest Caltrans injury level cost data. Fatal and severe injury collisions are estimated at \$2.19 million, Other Visible Injury collisions at \$142,300, Complaint of Pain collision at \$80,900, and Property Damage Only collisions at \$13,300. The 5-year benefit is extrapolated out to a 20-year safety benefit.

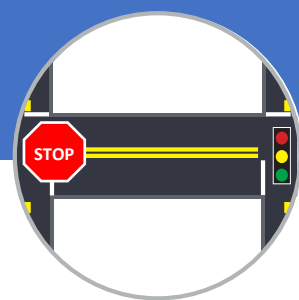
The 20-year safety benefit was then compared to the 20-year cost estimates, which is used to calculate a benefit-cost ratio. The benefit-cost ratio can be used to compare different countermeasures for their effectiveness and competitiveness for grant funding.



Case Study Sheet: Location #1

Project Name: Monterey Park LRSP
Agency Name: City of Monterey Park

Prepared by: Kimley-Horn
Checked by: Kyle McGowan
Date: August 2022

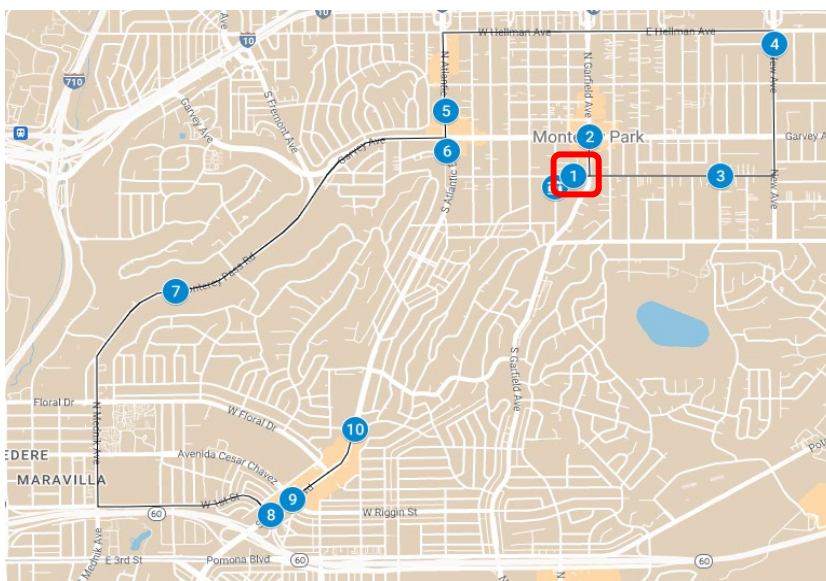


**ROADWAY
SEGMENT**

Project Location, Description & Maps

Segment: Newmark Ave: Ramona Ave to Garfield Ave

Example of Similar Segments: Chandler Ave: Newmark Ave to Garvey Ave; Lincoln Ave: Emerson Ave to Garvey Ave



1. Newmark Ave: Garfield Ave to Ramona Ave

Note: fatal and severe injury collisions are shown in red



Project Location, Description & Maps

Collision Data	
Total Collisions	6
Fatal and Severe Injury Collisions	1
Top 3 Collision Types (%)	Broadside (50%) Rear-end (16%) Sideswipe (16%) Vehicle-Pedestrian (16%)
Dark Collisions	2
Impaired Collisions	0

Collision Data	
Average Daily Traffic (ADT)	7,399
Lighting	Well-lit
Median	Single dashed yellow
Highest Posted Speed Limit	30

Collisions Involved With		
Vehicular	Pedestrian	Bicycle
5	1	0

Field Visit Notes

- High no. of collisions around CVS driveway on Newmark
- Limited visibility from driveway, looking west, due to parked cars
- Speeding, more common eastbound
- Eastbound speeds generally higher than westbound, possibly due to vehicles having more distance to speed up from the intersection to the west

Countermeasure Evaluation

Potential Countermeasures	Crash Reduction Factor (LRSM/CMF ID)	20 Year Safety Benefit	Total 20-Year Costs	Safety Related B/C Ratio
Implement no parking any time zone (signage and red curb) just west of CVS driveway on Newmark, in eastbound direction	15% (NS06)	\$367,965	\$3,000	122.66
Install edge-lines striping to separate parking lanes from travel lanes	25% (R28)	\$613,275	\$3,000	204.43
Install 'stop ahead' signage at Ramona Ave & Newmark Ave intersection	15% (NS06)	\$367,965	\$1,500	245.32



Case Study Sheet: Location #2

Project Name: Monterey Park LRSP
Agency Name: City of Monterey Park

Prepared by: Kimley-Horn
Checked by: Kyle McGowan
Date: August 2022

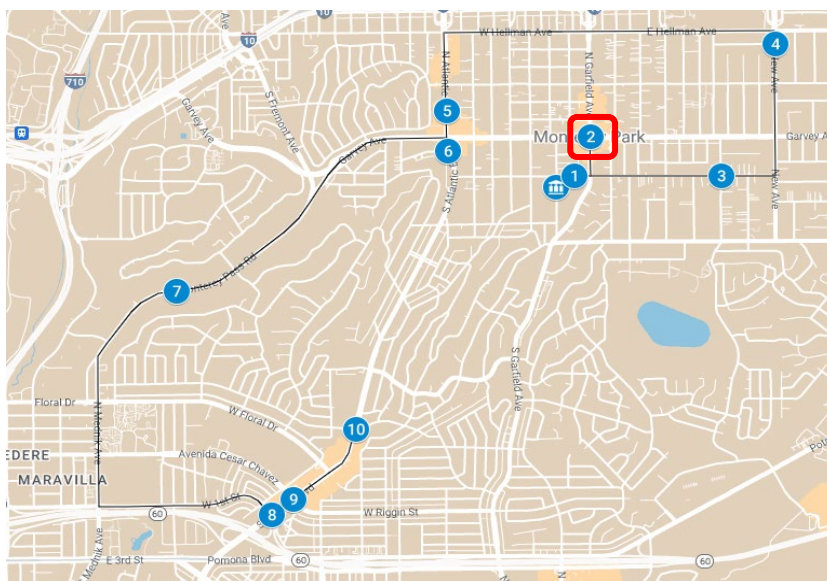


**SIGNALIZED
INTERSECTION**

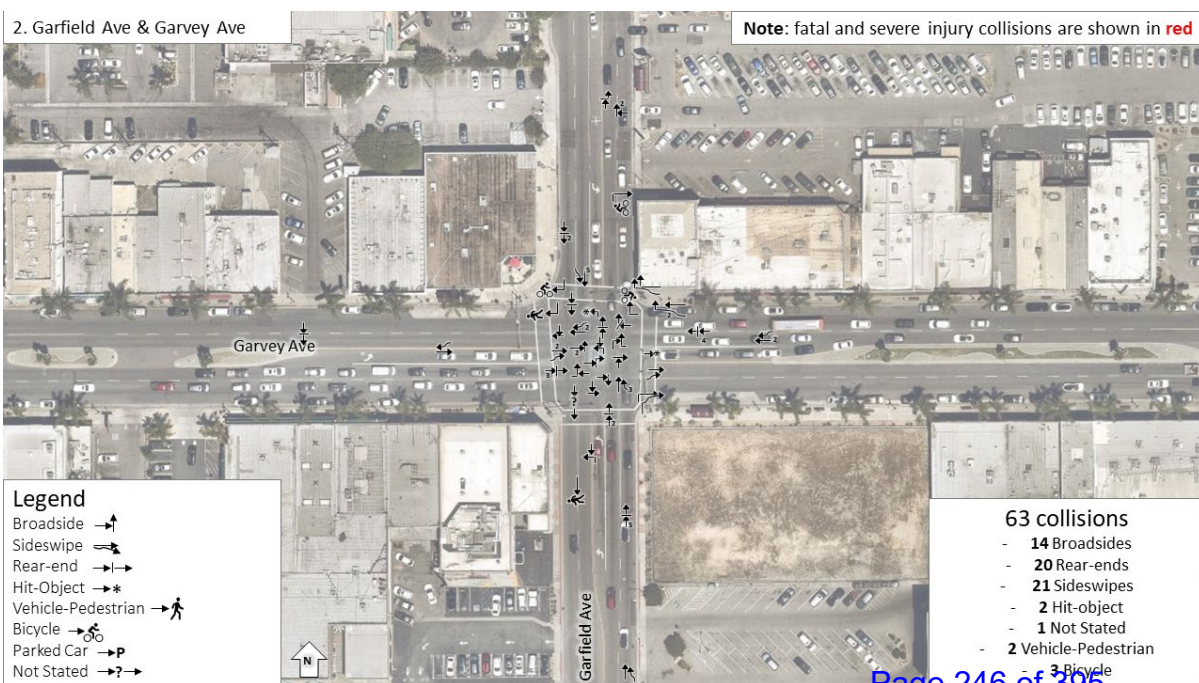
Project Location, Description & Maps

Intersection: Garfield Ave and Garvey Ave

Example of Similar Intersections: Atlantic Blvd and Garvey Ave; Atlantic Blvd and Riggan St



2. Garfield Ave & Garvey Ave



Project Location, Description & Maps

Collision Data	
Total Collisions	63
Fatal and Severe Injury Collisions	0
Top 3 Collision Types (%)	Sideswipe (33%) Rear-end (32%) Broadside (27%)
Dark Collisions	16
Impaired Collisions	8

Collision Data	
Number of Approaches	4
Total Entering Vehicles	51,092
Crosswalk Condition	Good
Control Type	Signal
Lighting	Well-lit
Highest Posted Speed Limit	30

Collisions Involved With		
Vehicular	Pedestrian	Bicycle
58	2	3

Field Visit Notes

- High volumes of pedestrians on northbound/southbound crosswalks
- Issues with northbound/southbound right-turning drivers due to high ped volumes
- Elderly pedestrians
- High no of broadside collisions in intersection
- Rear ends and sideswipes around intersection
- Several right-turn sideswipes in intersection
- Deteriorated bus pad on southeast corner

Countermeasure Evaluation

Potential Countermeasures	Crash Reduction Factor (LRSM/CMF ID)	20 Year Safety Benefit	Total 20-Year Costs	Safety Related B/C Ratio
Install retroreflective backplates	15% (S02)	\$345,975	\$12,000	28.83
Review and adjust signal timing	15% (S03)	\$345,975	\$7,667	45.13

Countermeasure Evaluation (continued)

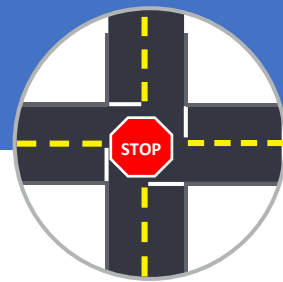
Potential Countermeasures	Crash Reduction Factor (LRSM/CMF ID)	20 Year Safety Benefit	Total 20-Year Costs	Safety Related B/C Ratio
Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	60% (S21PB)	\$202,140	\$7,667	26.36
Install/upgrade pedestrian crossing (including audible pedestrian signals)	35% (R35PB)	\$117,915	\$9,500	14.16
Install advanced dilemma zone detection system	40% (S04)	\$922,600	\$40,000	3.84
Repair/move bus stop on southeast corner	-	varies	varies	varies



Case Study Sheet: Location #3

Project Name: Monterey Park LRSP
Agency Name: City of Monterey Park

Prepared by: Kimley-Horn
Checked by: Kyle McGowan
Date: August 2022

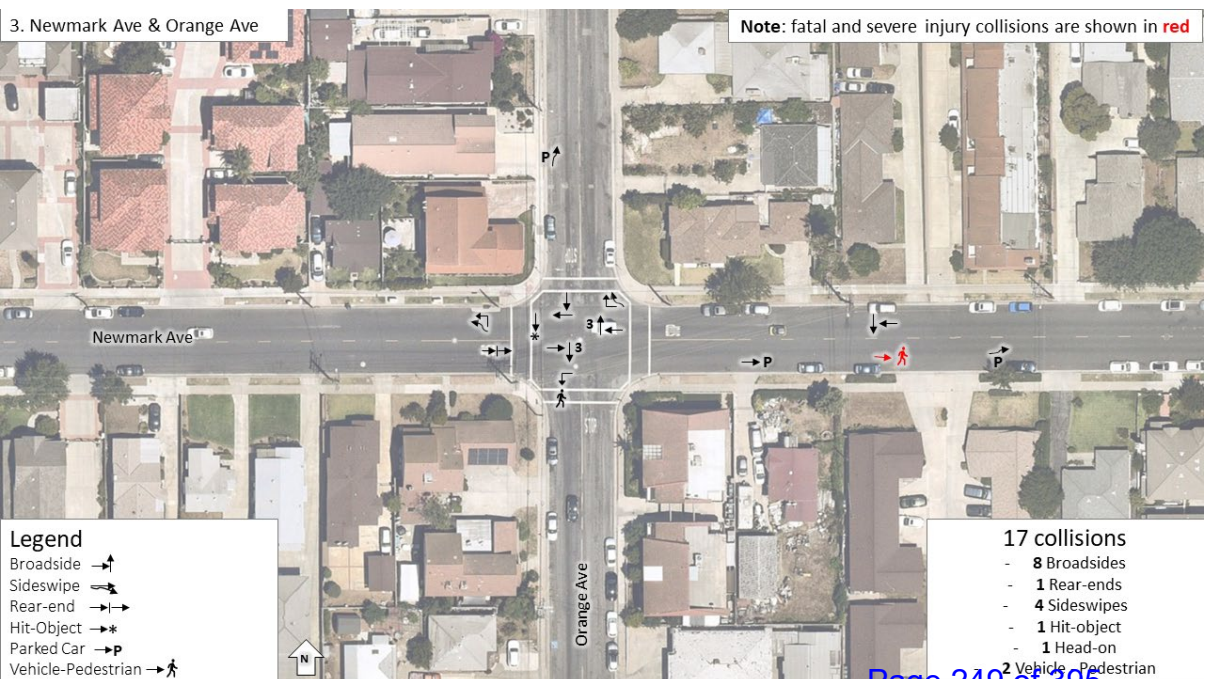
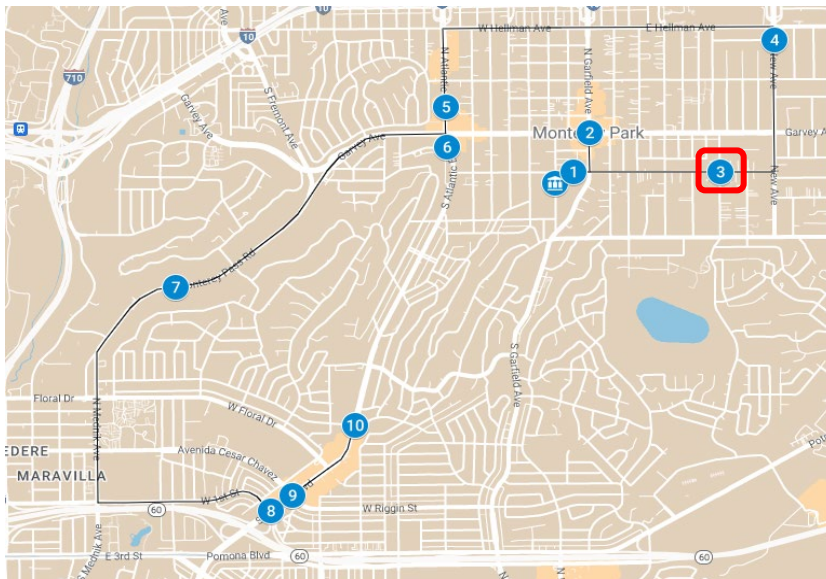


**FOUR-WAY-STOP
INTERSECTION**

Project Location, Description & Maps

Intersection: Newmark Ave and Orange Ave

Example of Similar Intersections: Newmark Ave and Alhambra Ave; Graves Ave and Russell Ave



Project Location, Description & Maps

Collision Data	
Total Collisions	17
Fatal and Severe Injury Collisions	1
Top 3 Collision Types (%)	Broadside (47%) Sideswipe (24%) Vehicle-Pedestrian (12%)
Dark Collisions	1
Impaired Collisions	1

Collision Data	
Number of Approaches	4
Total Entering Vehicles	13,399
Crosswalk Condition	Good
Control Type	Stop sign
Lighting	Poorly-lit
Highest Posted Speed Limit	30

Collisions Involved With		
Vehicular	Pedestrian	Bicycle
15	2	0

Field Visit Notes

- Cut-through traffic
- High speeds
- Vehicles not completely stopping at stop signs
- May be hard to notice stop sign at low volumes
- Marketplace development south on Orange Ave

Countermeasure Evaluation

Potential Countermeasures	Crash Reduction Factor (LRSM/CMF ID)	20 Year Safety Benefit	Total 20-Year Costs	Safety Related B/C Ratio
Install 'stop ahead' signage	15% (NS06)	\$419,400	\$6,000	69.90
Install Flashing Beacons at Stop-Controlled Intersections	15% (NS08)	\$419,400	\$12,000	34.95
Install transverse rumble stripes on approaches	20% (NS10)	\$559,200	\$10,000	55.92

Countermeasure Evaluation (continued)

Potential Countermeasures	Crash Reduction Factor (LRSM/CMF ID)	20 Year Safety Benefit	Total 20-Year Costs	Safety Related B/C Ratio
Install continental cross-walks	35% (NS21PB)	\$816,305	\$20,000	40.82
Install dynamic/variable speed warning signs	30% (R26)	\$838,800	\$64,000	13.11
Install edge-lines to delineate parking lanes from travel lanes	25% (R28)	\$699,000	\$3,800	183.95
Targeted enforcement	-	Varies	Varies	varies



Case Study Sheet: Location #4

Project Name: Monterey Park LRSP
Agency Name: City of Monterey Park

Prepared by: Kimley-Horn
Checked by: Kyle McGowan
Date: August 2022

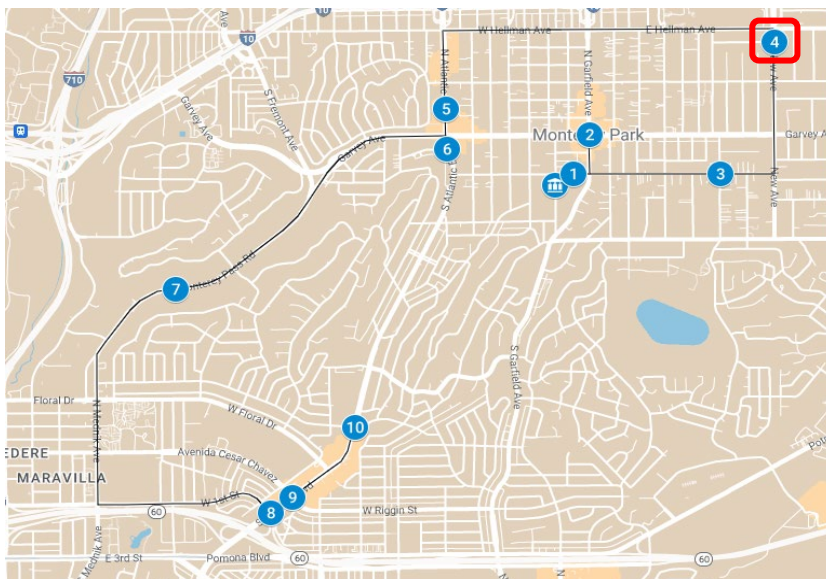


**ONE-WAY-STOP
INTERSECTION**

Project Location, Description & Maps

Intersection: New Ave and Hershey Ave

Example of Similar Intersections: Garfield Ave and Garcelon Ave



4. New Ave & Hershey Ave



Project Location, Description & Maps

Collision Data	
Total Collisions	16
Fatal and Severe Injury Collisions	1
Top 3 Collision Types (%)	Sideswipe (44%) Rear-end (25%) Broadside (13%)
Dark Collisions	6
Impaired Collisions	2

Collision Data	
Number of Approaches	3
Total Entering Vehicles	20,227
Crosswalk Condition	Good
Control Type	Stop sign
Lighting	Poorly-lit
Highest Posted Speed Limit	35

Collisions Involved With		
Vehicular	Pedestrian	Bicycle
16	0	0

Field Visit Notes

- High speeds from freeway traffic
- High no. of collisions with parked vehicles
- Parking allowed only south of Hershey as lane widens
- Former marked crosswalk across New at Hershey removed in late 2000's

Countermeasure Evaluation

Potential Countermeasures	Crash Reduction Factor (LRSM/CMF ID)	20 Year Safety Benefit	Total 20-Year Costs	Safety Related B/C Ratio
Install striping and delineators/bollards north of Hershey to encourage movement to left edge of outside lane as parking begins south of Hershey	15% (R27)	\$358,425	\$41,250	8.69
Install striping to separate parking lanes from travel lanes	25% (R28)	\$597,375	\$5,000	119.48



Case Study Sheet: Location #5

Project Name: Monterey Park LRSP
Agency Name: City of Monterey Park

Prepared by: Kimley-Horn
Checked by: Kyle McGowan
Date: August 2022

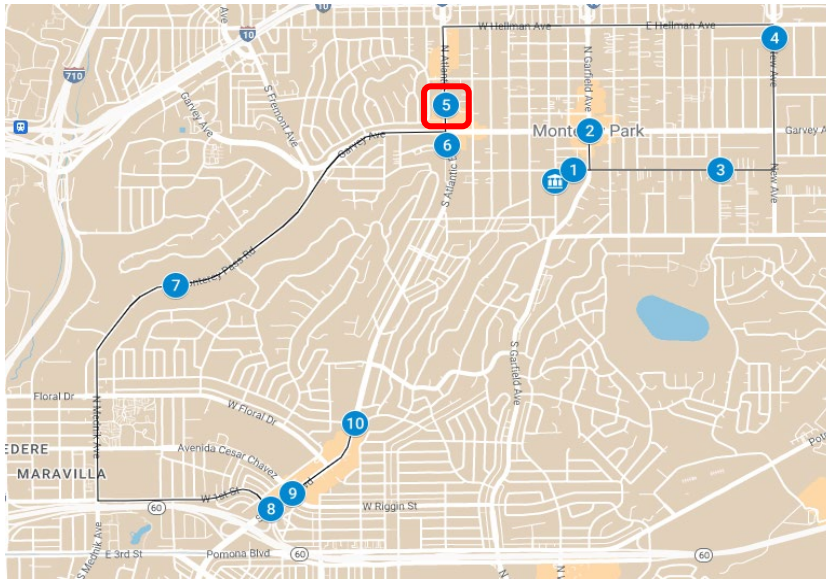


**ROADWAY
SEGMENT**

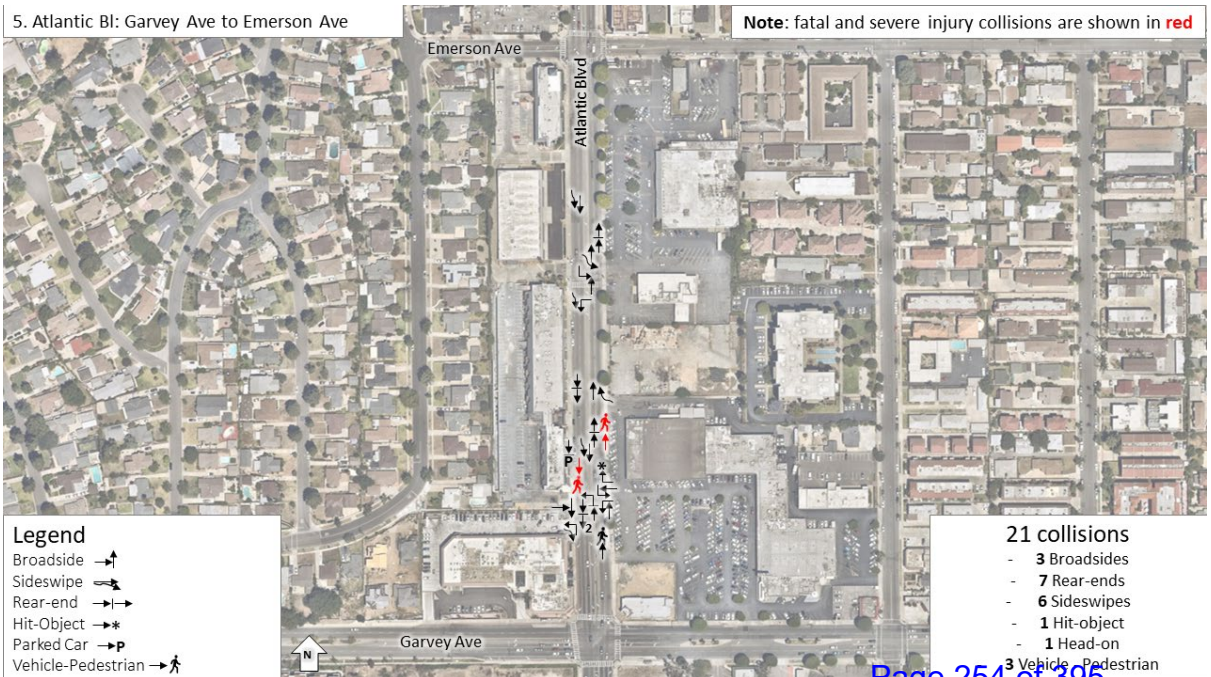
Project Location, Description & Maps

Segment: Atlantic Blvd: Garvey Ave to Emerson Ave

Example of Similar Segments: Atlantic Blvd: Emerson Ave to Hellman Ave; Garfield Ave: Emerson Ave to Hampton Ave



5. Atlantic Bl: Garvey Ave to Emerson Ave



Project Location, Description & Maps

Collision Data	
Total Collisions	21
Fatal and Severe Injury Collisions	2
Top 3 Collision Types (%)	Rear-end (33%) Sideswipe (29%) Broadside (14%) Vehicle-Pedestrian (14%)
Dark Collisions	8
Impaired Collisions	1

Collision Data	
Average Daily Traffic (ADT)	32,011
Lighting	Well-lit
Median	Two-way left turn lane
Highest Posted Speed Limit	30

Collisions Involved With		
Vehicular	Pedestrian	Bicycle
18	3	0

Field Visit Notes

- High no. of pedestrian collisions
- High no. of left turn conflicts at southern end
- Audible pedestrian signals at mid-block signalized intersection
- Bus stop over area
- Protected-permissive left turn signal heads in northbound and southbound directions at mid-block signal
- Major north-south corridor between I-10 and SR-60
- High volumes on weekends
- Businesses attract high volumes in afternoons and on weekends
- Driveway on east side of mid-block signal serves as main driveway for Ralphs
- High no. of parked vehicles in southbound direction during busy periods

Countermeasure Evaluation

Potential Countermeasures	Crash Reduction Factor (LRSM/CMF ID)	20 Year Safety Benefit	Total 20-Year Costs	Safety Related B/C Ratio
Protected left turn signals in northbound and southbound directions at mid-block signal	30% (S07)	\$1,587,030	\$40,000	39.68
Install 'signal ahead' signage	30% (S10)	\$1,587,030	\$6,000	264.51
Install/upgrade pedestrian crossing (audible pedestrian signal with multiple languages; 'use crosswalk' signage, re-stripe crosswalk)	35% (R35PB)	\$11,537,655	\$19,000	97.45



Case Study Sheet: Location #6

Project Name: Monterey Park LRSP
Agency Name: City of Monterey Park

Prepared by: Kimley-Horn
Checked by: Kyle McGowan
Date: August 2022

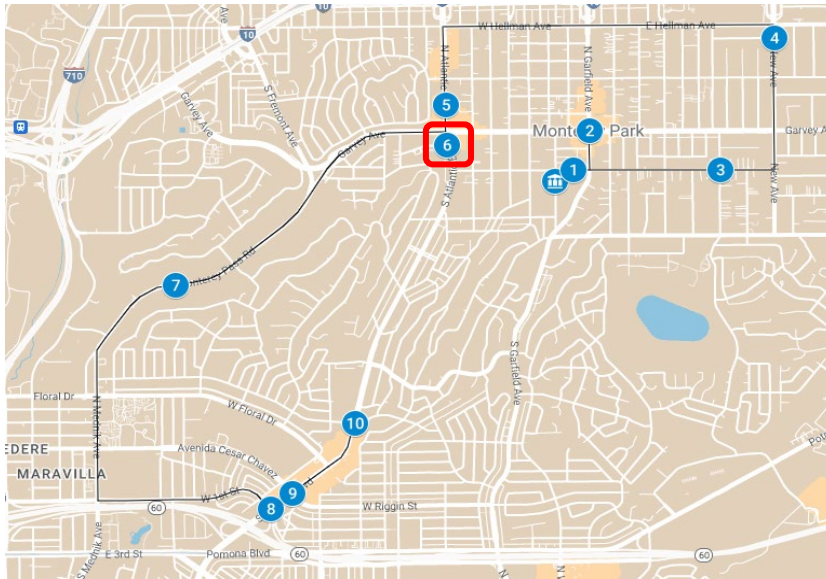


**ONE-WAY-STOP
INTERSECTION**

Project Location, Description & Maps

Intersection: Atlantic Blvd and Mabel Ave

Example of Similar Intersections: Garfield Ave and Newmark Ave



6. Atlantic Bl & Mabel Ave



Project Location, Description & Maps

Collision Data	
Total Collisions	19
Fatal and Severe Injury Collisions	1
Top 3 Collision Types (%)	Rear-end (37%) Hit-object (26%) Sideswipe (16%)
Dark Collisions	9
Impaired Collisions	5

Collision Data	
Number of Approaches	3
Total Entering Vehicles	31,437
Crosswalk Condition	None
Control Type	Stop sign
Lighting	Well-lit
Highest Posted Speed Limit	35

Collisions Involved With		
Vehicular	Pedestrian	Bicycle
19	0	0

Field Visit Notes

- Curve catches drivers off guard, especially in northbound direction
- High no. of collisions northbound as curve begins, especially fixed-object collisions
- Northbound vehicles lose control as curve begins and leave the roadway, causing property damage
- Limited visibility northbound due to curve; vehicles may not see signal to the north

Countermeasure Evaluation

Potential Countermeasures	Crash Reduction Factor (LRSM/CMF ID)	20 Year Safety Benefit	Total 20-Year Costs	Safety Related B/C Ratio
Install flashing beacons as signal advance warning	30% (S10)	\$1,023,720	\$3,000	341.24
Install chevron signs on horizontal curves	40% (R23)	\$1,364,960	\$7,500	181.99
Install curve advance warning signs	25% (R24)	\$853,100	\$1,500	568.73
Install curve advance warning signs (flashing beacon)	30% (R25)	\$1,023,720	\$10,000	102.37

Countermeasure Evaluation (continued)

Potential Countermeasures	Crash Reduction Factor (LRSM/CMF ID)	20 Year Safety Benefit	Total 20-Year Costs	Safety Related B/C Ratio
Install dynamic/variable speed warning signs	30% (R26)	\$1,023,720	\$16,000	63.98
Install reflective pavement markings	15% (R27)	\$511,860	\$75,000	6.82
Install edge-lines striping	25% (R28)	\$853,100	\$1,900	449.00



Case Study Sheet: Location #7

Project Name: Monterey Park LRSP
Agency Name: City of Monterey Park

Prepared by: Kimley-Horn
Checked by: Kyle McGowan
Date: August 2022

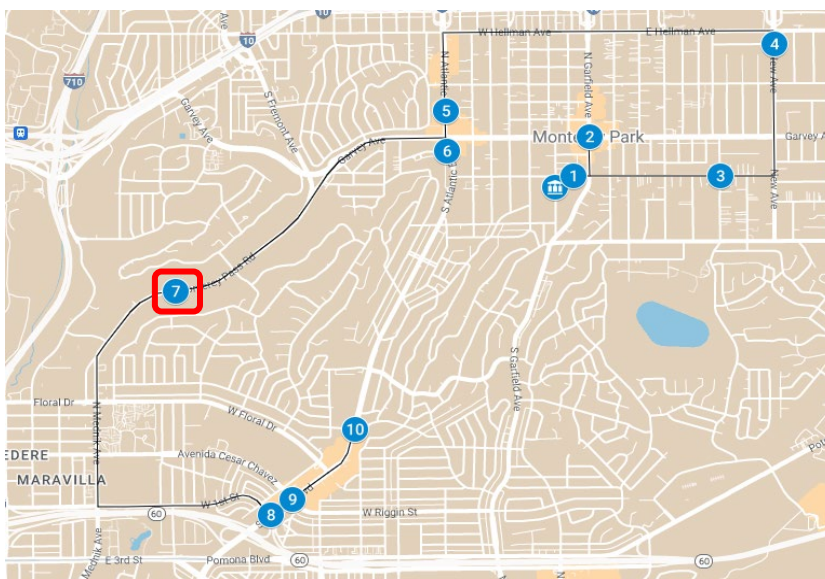


**ROADWAY
SEGMENT**

Project Location, Description & Maps

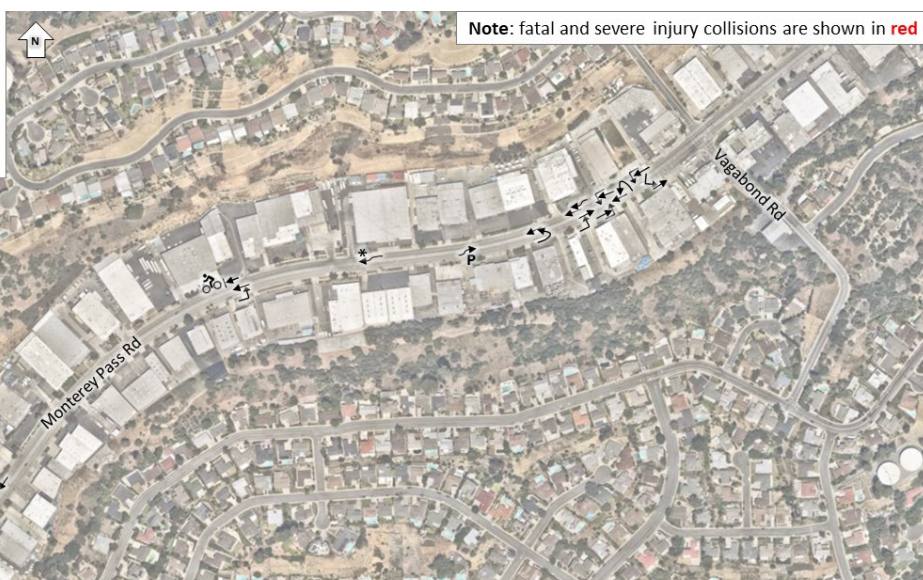
Segment: Monterey Pass Rd: Vagabond Dr to Davidson Dr

Example of Similar Segments: Monterey Pass Rd: Fremont Ave to Vagabond Dr



Legend

- Broadside →↔
- Sideswipe ↗↘
- Rear-end →→
- Hit-Object →*
- Parked Car →P
- Vehicle-Bicyclist →🚲



15 collisions
 - 9 Broadsides
 - 1 Rear-ends
 - 5 Sideswipes

7. Monterey Pass Rd: Vagabond Dr to Davidson Dr

Project Location, Description & Maps

Collision Data	
Total Collisions	15
Fatal and Severe Injury Collisions	0
Top 3 Collision Types (%)	Broadside (60%) Sideswipe (33%) Rear-end (7%)
Dark Collisions	2
Impaired Collisions	1

Collision Data	
Average Daily Traffic (ADT)	16,829
Lighting	Well-lit
Median	Two-way left turn lane
Highest Posted Speed Limit	40

Collisions Involved With		
Vehicular	Pedestrian	Bicycle
14	0	1

Field Visit Notes

- Industrial; high truck volumes, passing through or using driveways & curb space
- Trucks parked or moving in roadway cause vehicles to perform unsafe maneuvers
- 40 mph speed limit; vehicles going 50 mph
- Cut-through traffic during peak periods due to proximity & similarity to nearby freeway routes

Countermeasure Evaluation

Potential Countermeasures	Crash Reduction Factor (LRSM/CMF ID)	20 Year Safety Benefit	Total 20-Year Costs	Safety Related B/C Ratio
Install edge-line striping and median striping	25%	\$197,325	\$14,000	14.09
Targeted speed enforcement	-	Varies	Varies	Varies



Case Study Sheet: Location #8

Project Name: Monterey Park LRSP
Agency Name: City of Monterey Park

Prepared by: Kimley-Horn
Checked by: Kyle McGowan
Date: August 2022

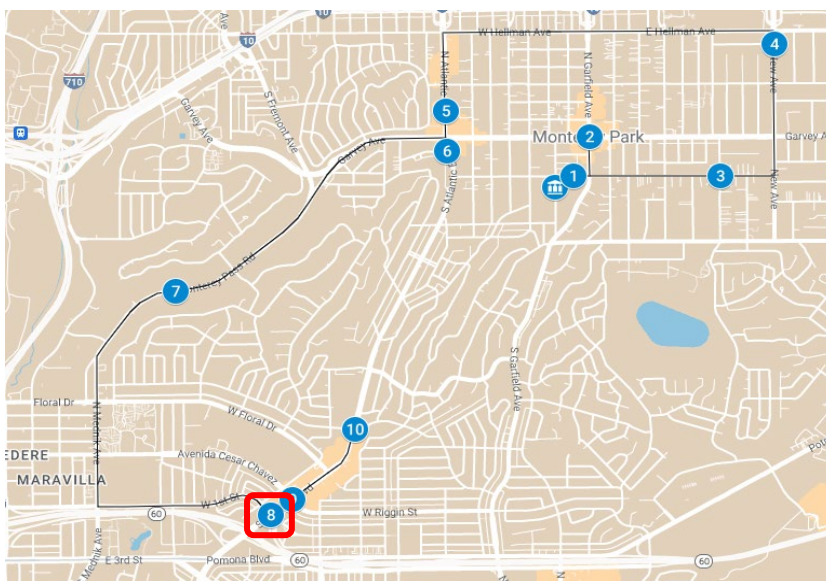


**SIGNALIZED
INTERSECTION**

Project Location, Description & Maps

Intersection: Atlantic Blvd and 1st St

Example of Similar Intersections:



8. Atlantic Bl & 1st St

Note: fatal and severe injury collisions are shown in red



Legend

Broadside →↔
 Sideswipe ↗↘
 Rear-end →→
 Hit-Object →*
 Parked Car →p
 Type Not Stated ?

50 collisions

- 19 Broadside
- 15 Rear-ends
- 6 Sideswipes
- 5 Hit-object
- 1 Head-on
- 1 Other
- 2 Not Stated

Project Location, Description & Maps

Collision Data	
Total Collisions	50
Fatal and Severe Injury Collisions	1
Top 3 Collision Types (%)	Broadside (38%) Rear-end (30%) Sideswipe (12%)
Dark Collisions	9
Impaired Collisions	1

Collision Data	
Number of Approaches	4
Total Entering Vehicles	5,734
Crosswalk Condition	Fair
Control Type	Signal
Lighting	Well-lit
Highest Posted Speed Limit	35

Collisions Involved With		
Vehicular	Pedestrian	Bicycle
50	0	0

Field Visit Notes

- East LA College nearby
- Permissive-only left turn phasing in east/west directions (1st St and SR-60 off-ramp)
- Left-turning eastbound traffic on 1st St is hesitant to complete turn due to limited visibility of oncoming traffic and uncertainty of movements of oncoming traffic exiting the freeway
- High no. of rear-end collisions on Atlantic Bl
- Congestion on Atlantic Bl during peak periods

Countermeasure Evaluation

Potential Countermeasures	Crash Reduction Factor (LRSM/CMF ID)	20 Year Safety Benefit	Total 20-Year Costs	Safety Related B/C Ratio
Implement signal coordination/synchronization along Atlantic Bl	15% (S02)	\$626,265	\$38,335	16.34
Implement split phasing in E/W directions	30% (S07)	\$1,252,530	\$40,000	31.31



**SIGNALIZED
INTERSECTION**

Case Study Sheet: Location #9

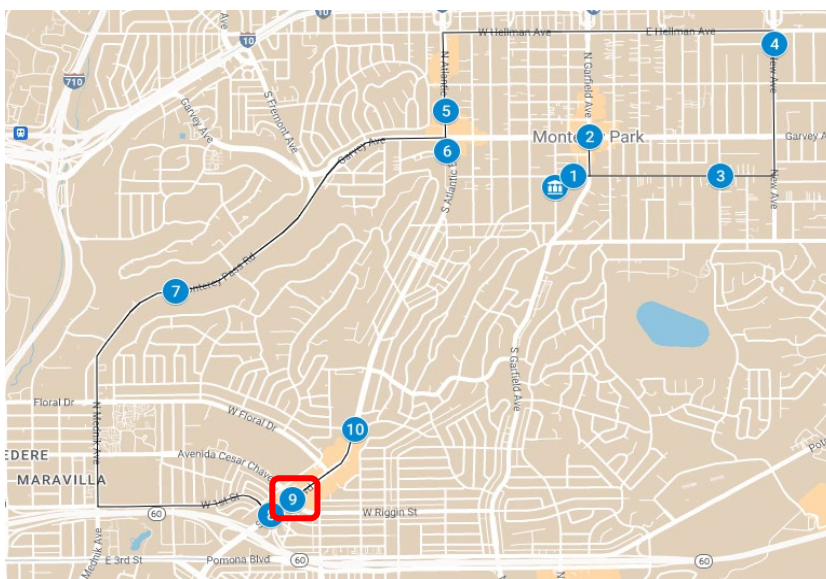
Project Name: Monterey Park LRSP
Agency Name: City of Monterey Park

Prepared by: Kimley-Horn
Checked by: Kyle McGowan
Date: August 2022

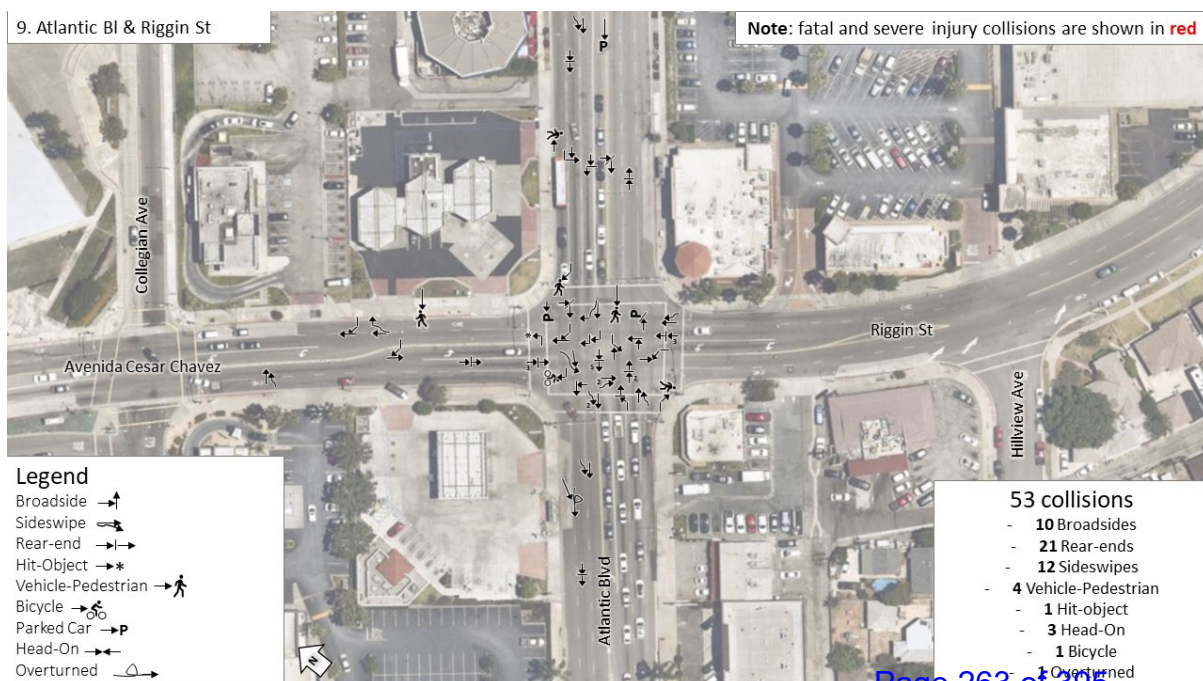
Project Location, Description & Maps

Intersection: Atlantic Blvd and Riggan St

Example of Similar Intersections: Garfield Ave and Garvey Ave; Atlantic Blvd and Garvey Ave



9. Atlantic Bl & Riggan St



Project Location, Description & Maps

Collision Data	
Total Collisions	53
Fatal and Severe Injury Collisions	0
Top 3 Collision Types (%)	Rear-end (40%) Sideswipe (23%) Broadside (21%)
Dark Collisions	11
Impaired Collisions	2

Collision Data	
Number of Approaches	4
Total Entering Vehicles	47,070
Crosswalk Condition	Fair
Control Type	Signal
Lighting	Well-lit
Highest Posted Speed Limit	35

Collisions Involved With		
Vehicular	Pedestrian	Bicycle
47	5	1

Field Visit Notes

- East LA College nearby
- High pedestrian volumes
- High bus volumes
- Buses stopped on Atlantic BI south of Riggin St reduce visibility in conflict zones
- Congestion on Atlantic BI at peak periods
- High no. of pedestrian collisions
- High no. of rear-end collisions

Countermeasure Evaluation

Potential Countermeasures	Crash Reduction Factor (LRSM/CMF ID)	20 Year Safety Benefit	Total 20-Year Costs	Safety Related B/C Ratio
Install retroreflective backplates	15% (S02)	\$235,695	\$12,000	19.64
Implement signal coordination/synchronization on Atlantic BI	15% (S04)	\$235,695	\$38,335	6.15

Countermeasure Evaluation (continued)

Potential Countermeasures	Crash Reduction Factor (LRSM/CMF ID)	20 Year Safety Benefit	Total 20-Year Costs	Safety Related B/C Ratio
Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	60% (S21PB)	\$942,780	\$7,667	122.97
Install advanced dilemma zone detection	40% (S04)	\$365,640	\$40,000	9.14



Case Study Sheet: Location #10

Project Name: Monterey Park LRSP
Agency Name: City of Monterey Park

Prepared by: Kimley-Horn
Checked by: Kyle McGowan
Date: August 2022

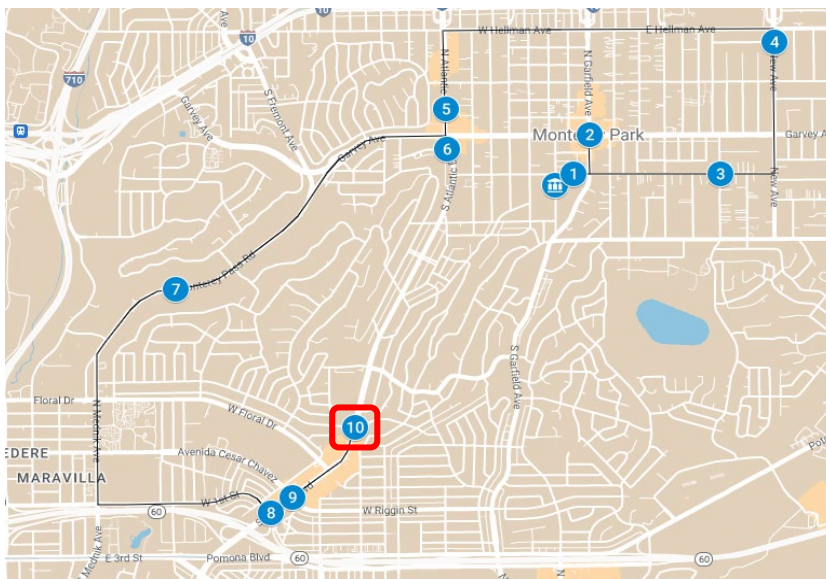


**SIGNALIZED
INTERSECTION**

Project Location, Description & Maps

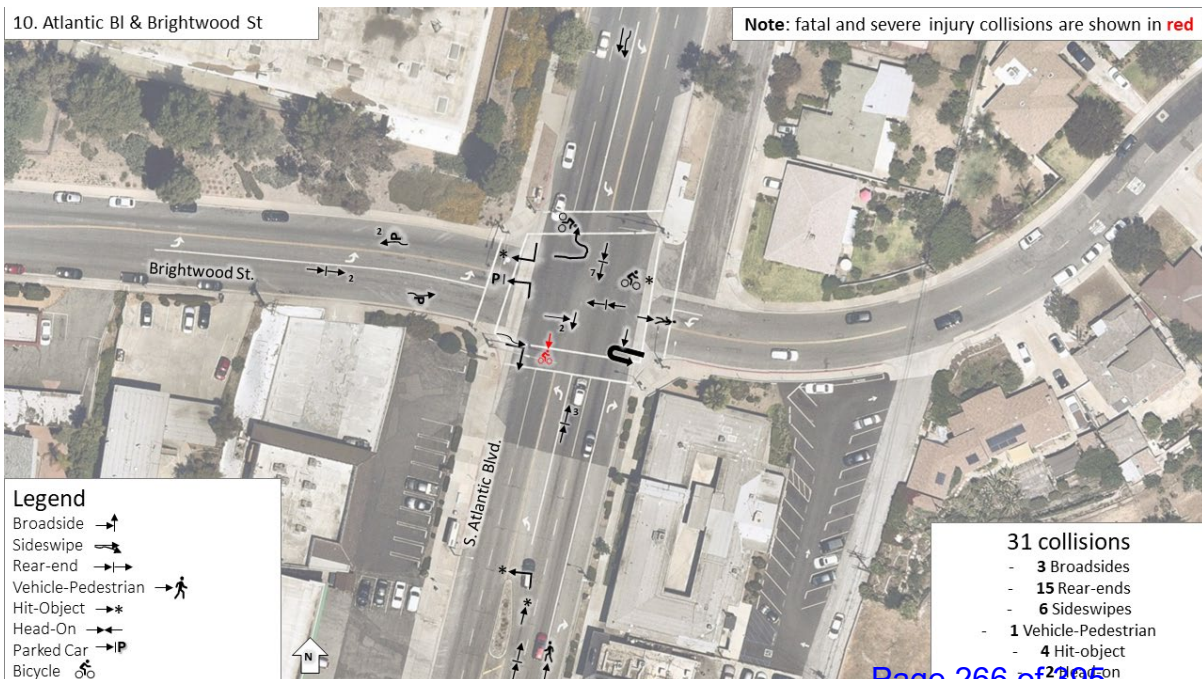
Intersection: Atlantic Blvd and Brightwood St

Example of Similar Intersections: Atlantic Blvd and El Repetto Dr; Garfield Ave and El Repetto Dr



10. Atlantic Bl & Brightwood St

Note: fatal and severe injury collisions are shown in red



Project Location, Description & Maps

Collision Data	
Total Collisions	31
Fatal and Severe Injury Collisions	1
Top 3 Collision Types (%)	Rear-end (48%) Sideswipe (19%) Hit-object (13%)
Dark Collisions	9
Impaired Collisions	2

Collision Data	
Number of Approaches	4
Total Entering Vehicles	34,520
Crosswalk Condition	Good
Control Type	Signal
Lighting	Well-lit
Highest Posted Speed Limit	40

Collisions Involved With		
Vehicular	Pedestrian	Bicycle
26	2	3

Field Visit Notes

- East LA College nearby
- High traffic from ELAC
- High left turn volumes from Brightwood
- Permissive-only left turn phasing in all directions
- High no. of rear-end collisions, especially southbound
- Steep roadway grade on Brightwood, west of intersection, sloping downward in the eastbound direction
- Atlantic BL slopes downward in the southbound direction, north of the intersection, leading to high speeds
- Bike collisions
- No parking on Atlantic BL north of intersection

Countermeasure Evaluation

Potential Countermeasures	Crash Reduction Factor (LRSM/CMF ID)	20 Year Safety Benefit	Total 20-Year Costs	Safety Related B/C Ratio
Install retroreflective backplates	15% (S02)	\$519,240	\$12,000	43.27
Implement signal coordination/synchronization along Atlantic BL	15% (S03)	\$519,240	\$38,335	13.54
Install protected left-turn phasing or split phasing on E/W Brightwood St movements	30% (S07)	\$1,038,480	\$40,000	25.96
Install edgelines striping on Brightwood St	25% (R28)	\$865,400	\$5,000	173.08

Countermeasure Evaluation (continued)

Potential Countermeasures	Crash Reduction Factor (LRSM/CMF ID)	20 Year Safety Benefit	Total 20-Year Costs	Safety Related B/C Ratio
Install advanced dilemma zone detection systems	40% (S04)	\$1,384,640	\$40,000	34.62



Table 8 - Citywide Safety Countermeasure Toolbox

ID	Potential Countermeasures	Where to apply?	Crash Reduction Factor	Per Unit Cost	Unit
S02	Improve signal hardware: back-plates with retroreflective borders	Signalized intersections with significant broadside and rear-end collisions due to signal visibility	15%	\$12,000	per intersection
S03	Re-evaluate signal timing for westbound left turn to provide sufficient time for trucks	Signalized intersections with a significant collision history related to clearance intervals, high-risk movements, and signal timing coordination.	15%	\$5,000	per intersection
S04	Provide Advanced Dilemma Zone Detection for high-speed approaches	Signalized intersections with significant right-angle and rear-end collisions due to unsafe stopping during yellow phases	40%	\$30,000	per intersection
S07	Install protected left turn phasing on north bound approach	Signalized intersections that have an existing left turn pocket and permissive left turn or no left turn protection.	30%	\$40,000	per intersection
S10	Install flashing beacons as advance warning for signalized intersections	Locations with sight distance issues	30%	\$3,000	per beacon
S21PB	Modify signal phasing to implement a Leading Pedestrian Interval (LPI) with new controller	Signalized Intersections – especially those with high pedestrian activity	60%	\$30,000	per intersection
NS05	Convert intersection to mini-roundabout	Unsignalized intersections with crashes at various points of contact	30%	\$100,000	per location
NS06	Install/upgrade larger or additional stop signs or other intersection warning/regulatory signs at unsignalized intersections	Unsignalized intersections with crash history showing running stop signs	15%	\$1,500	per sign
NS08	Install Flashing Beacons at Stop-Controlled Intersections	Unsignalized intersections with crash history showing running stop signs	15%	\$3,000	per beacon
NS10	Install transverse striping on approaches	Unsignalized intersections with crash history showing running stop signs	20%	\$10,000	per location
NS11	Sight Distance Evaluation on westbound right turn	Unsignalized intersections that with significant collision patterns due to restricted sight distance.	20%	\$3,000	per intersection



ID	Potential Countermeasures	Where to apply?	Crash Reduction Factor	Per Unit Cost	Unit
NS21PB	Install/upgrade pedestrian crossing at uncontrolled locations (with enhanced safety features)	Unsignalized intersections with high pedestrian activity	35%	\$20,000	per location
R23	Install chevron signs on horizontal curves	Roadway segments that have a significant amount of collision activity at sharp curves.	40%	\$1,500	per sign
R24	Install flashing beacons on curve chevron signage	Roadway segments that have a significant amount of collision activity at sharp curves.	25%	\$4,500	per sign
R25	Install curve advance warning signs (flashing beacon)	Roadway segments that have a significant amount of collision activity at sharp curves.	30%	\$5,000	per sign
R26	Install dynamic/variable speed warning sign	Roadway segments with a significant number of collisions due to unsafe speeds.	30%	\$16,000	per sign
R27	Install delineators, reflectors and/or object markers	Locations with crash history with a high number of crashes at night or with careless driving	15%	\$75	per linear foot
R28	Install safety edges	Roadway segments with collisions that resulted in run-off-road right/left, head-on, or opposite-direction-sideswipe.	25%	\$8,000	per mile
R35PB	Install/upgrade pedestrian crossing (with enhanced safety features)	Intersections with high number of pedestrian activity	35%	\$9,500	per curb ramp



10. Funding Sources & Next Steps

10.1 Funding

Competitive funding resources are available to assist in the development and implementation of safety projects in Monterey Park. The City should continue to seek available funding and grant opportunities from local, state, and federal resources to accelerate their ability to implement safety improvements throughout Monterey Park. This section provides a high-level introduction to some of the main funding programs and grants for which the City can apply.

10.1.1 Highway Safety Improvement Program

The Highway Safety Improvement Program (HSIP) is a Federal program that apportions funding as a lump sum for each state, which is then divided among apportioned programs. These flexible funds can be used for projects to preserve or improve safety conditions and performance on any Federal-aid highway, bridge projects on any public road, facilities for non-motorized transportation, and other project types. Safety improvement projects eligible for this funding include:

- New or upgraded traffic signals
- Upgraded guard rails
- Pedestrian warning flashing beacons
- Marked crosswalks
- Other projects listed in the Caltrans Local Road Safety Manual

California's local HSIP focuses on infrastructure projects with national recognized crash reduction factors. Normally HSIP call-for-projects is made at an interval of one to two years. The applicant must be a city, a county, or a tribal government federally recognized within the State of California.

Additional information regarding this program at the Federal level can be found online at: <https://safety.fhwa.dot.gov/hsip/>. California specific HSIP information – including dates for upcoming call for projects - can be found at: <http://www.dot.ca.gov/hq/LocalPrograms/hsip.html>. HSIP Cycle 11 applications are due in September 2022.

10.1.2 Caltrans Active Transportation Program

Caltrans Active Transportation Program (ATP) is a statewide funding program, created in 2013, consolidating several federal and state programs. The ATP funds projects that encourage increased mode share for walking and bicycling, improve mobility and safety for non-motorized users, enhance public health, and decrease greenhouse gas emissions. Projects eligible for this funding include:

- Bicycle and pedestrian infrastructure projects
- Bicycle and pedestrian planning projects (e.g., safe routes to school)
- Non-infrastructure programs (education and enforcement)



This program funding is provided annually. The ATP call for projects typically comes out in the spring. Information on this program and cycles can be found online at: <http://www.dot.ca.gov/hq/LocalPrograms/atp/>.

10.1.3 California SB 1

The California SB 1 is a landmark transportation investment to rebuild California by fixing neighborhood streets, freeways, and bridges in communities across California and targeting funds toward transit and congested trade and commute corridor improvements.

California's state-maintained transportation infrastructure will receive roughly half of SB 1 revenue: \$26 billion. The other half will go to local roads, transit agencies and an expansion of the state's growing network of pedestrian and cycle routes. Each year, this new funding will be used to tackle deferred maintenance needs both on the state highway system and the local road system, including:

- Local Street and Road Maintenance and Rehabilitation: \$1.5 billion
 - This funding is dedicated to improve local road maintenance, rehabilitation, and/or safety through projects such as restriping and repaving.
- Bike and Pedestrian Projects: \$100 million
 - This will go to cities, counties, and regional transportation agencies to build or convert more bike paths, crosswalks, and sidewalks. It is a significant increase in funding for these projects through the ATP.
- Local Planning Grants: \$25 million

10.1.4 California Office of Traffic Safety Grants

This program has funding for projects related to traffic safety, including transportation safety education and encouragement activities. Grants applications must be supported by local crash data (such as the data analyzed in this report) and must relate to the following priority program areas:

- Alcohol Impaired Driving
- Distracted Driving
- Drug-Impaired Emergency Medical Services
- Motorcycle Safety
- Occupant Protection
- Pedestrian and Bicycle Safety
- Police Traffic Services
- Public Relations, Advertising, and Marketing Program
- Roadway Safety and Traffic Records



10.1.5 SCAG Sustainable Communities Program

This program is an innovative vehicle for promoting local jurisdictional efforts to test local planning tools. The Sustainable Communities Program (SCP) provides direct technical assistance to SCAG member jurisdictions to complete planning and policy efforts to implement the regional Sustainable Communities Strategies (SCS). Grants are available in the following three categories:

- Integrated Land Use
 - Sustainable Land Use Planning
 - Transit Oriented Development (TOD)
 - Land Use & Transportation Integration
- Active Transportation
 - Bicycle Planning
 - Pedestrian Planning
 - Safe Routes to School Plans
- Green Region
 - Natural Resource Plans
 - Climate Action Plans (CAPs)
 - Green House Gas (GHG) Reduction programs

10.1.6 Safe Streets and Roads for All (SS4A) Grant Program

This program has allocated \$1B annually for the next 4 years for local cities, counties, MPOs, and other roadway owners (excepting state DOTs) for safety improvement grants for safety planning, education, enforcement, and roadway improvements. This program is not benefit / cost based. Evaluation criteria are oriented to the project's alignment with the Safe Systems approach. There is a 20% local match requirement (can be in-kind contribution via staff billable hours). Planning grants are open to any eligible agency and Implementation grants are open to agencies with a completed safety plan such as a Local Roadway Safety Plan. Planning grants are expected to range from \$100K to \$1M and Implementation grants are expected to range from \$1M to \$20M. Grant applications are due in September 2022. Implementing a Local Road Safety Plan and the City's adoption of a Vision Zero resolution makes the City eligible to apply for SS4A implementation grants.

10.1.7 Infrastructure Investment and Jobs Act

In November 2021, the President signed into law the \$1.2 trillion Infrastructure Investment and Jobs Act. In addition to the SS4A grant program described above, this law provides billions of dollars in additional funding for improvements and investment in the transportation sector nationwide. The law provides \$30 billion in funding over 5 years for competitive RAISE grants for transportation projects, as well as additional funding for repair and environmental mitigation projects. As these grant programs continue to be developed, City can position itself by identifying potential projects and programs to pursue.



10.2 Implementation Plan

Once the Local Roadway Safety Plan has been completed, the City can plan to regularly review and monitor collision data for trends and changes. The City can also plan to prioritize and implement certain improvements that were identified in this plan.

10.2.1 Monitoring

The City can plan to regularly monitor the success of the LRSP and its related implementations by performing the following steps. This before and after analysis can be performed every second year. The City can also meet with the Sheriff department quarterly to discuss roadway safety issues and compare to the latest collision analysis.

- Pull yearly collision data from Crossroads database to determine year-over-year trend
- Utilize Crossroads or GIS software to review the number of collisions occurring at specific locations. Locations where improvements have been made should receive priority for monitoring.
- Based upon changes in collision activity, determine efficacy of improvements and adjust strategies going forward

10.2.2 Analysis Update

The City can plan to update the analysis every two years as part of a monitoring program, as described in **Section 10.2.1**. Every 4 years the City will perform a major update to the analysis and the Local Roadway Safety Plan by performing the following steps. This update will maintain eligibility for the HSIP grant funding for the City. This analysis should continue to focus on both systemic and location-specific safety needs.

1. Obtain updated Statewide Integrated Traffic Records System (SWITRS) collision data from the Crossroads database
2. Use Excel software to update the collision trend analysis completed in Section 7, continue to compare new collision to historic trends
3. Update the roadway shapefile with any new or upgraded roadways
4. Update the intersection shapefile with any new or upgraded intersections
5. Re-run the GIS collision tool to determine the number of collisions at intersections and roadways within the updated study period. The City can plan to run the collision tool for all collisions, as well as the collision types identified in Section 3.2.2 Network Screening Analysis.
6. Update the collision analysis performed in this report, including the collision analysis tables shown in Section 7.7 Collision Network Screening Analysis Report
7. Review the Collision Toolbox to determine if any additional countermeasures should be considered for implementation in the City

10.2.3 Implementation Strategies

The opportunities identified in this report provide systemic and location-specific countermeasures that can be implemented within the City. Implementation will be dictated by funding and available resources, this



guidance is preliminary and subject to change. Over the near-term and mid-term, the City can concentrate its efforts on the following emphasis areas.

- Vulnerable Road Users (Pedestrians and Bicyclists)
- Aggressive Driving
- Aging Drivers
- Intersection Improvements

Analysis conducted at the citywide level indicated that these factors were some of the most frequent influences contributing to collisions within the City. The countermeasure opportunities previously discussed in this report for both systemic and project-specific improvements can be used as a basis for developing projects at locations where addressing these focus areas would be of the most benefit. Projects that address these focused areas citywide can be developed with a high benefit-to-cost ratio (by applying City-wide collision rates), allowing competitive projects to be developed even at sites with little to no direct collision history, but with conditions that might contribute to future collisions. For location-specific improvements, the City can utilize benefit-cost ratio calculations to help prioritize projects as funding and resources become available. The countermeasure toolbox in **Table 8** also identified a potential prioritization timeline for each improvement, based on cost, effectiveness and feasibility.

This project prioritization process will help the City be ready for the funding opportunities identified in **Section 10.1**. Project prioritization will also help to guide the projects as they are taking into the design and construction project. Coordination with City departments will be key in the completion of these implementations.

The City can also plan to implement the non-engineering improvements identified throughout this report, including actions related to Enforcement, Education, and Emergency Services. These actions will require coordination with internal and external stakeholders, such as City departments, law enforcement, local government organizations, and local community organizations. Early buy-in and engagement from these stakeholders will be key to the success of these actions.

To aid in these actions, the City can assemble a 'Task Force' of representatives from different City departments, such as Public Works, Development Services, and Public Safety. This task force will be instrumental in the monitoring, analysis update, project development and project implementation outlined in this plan.

10.3 Next Steps

The City has completed this LRSP to guide the process of future transportation safety improvements for years to come. In addition to the actions identified in the Implementation Plan, the City can perform the following to guide the success of this LRSP and the safety efforts overall.

- Develop investment program to help achieve the City's Vision Zero goals
- Work with state and partner agencies on implementation of large-scale programs and policies
- Incorporate safety analysis findings in future updates of safety programs
- Monitor statewide safety priorities, guidance, and funding opportunities

ATTACHMENT 2

Vision Zero Policy Resolution

RESOLUTION NO.

A RESOLUTION ADOPTING A VISION ZERO POLICY.

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

SECTION 1: The City Council finds and declares that:

- A. According to data from the National Highway Traffic Safety Administration each year approximately 40,000 people are killed in traffic collisions in the United States;
- B. In a study comparing 19 peer nations the Center for Disease Control and Prevention found that the United States has the highest traffic death rate per person;
- C. In the City of Monterey Park, from 2017 to 2021, 20 people died and 34 suffered severe life changing injuries as a result of traffic related incidents. The City has an average of four deaths and seven severe injuries per year; Of the people who died in traffic crashes during this period, two thirds were walking or riding a bicycle;
- D. 40% of the pedestrians or bicyclists who died in crashes from 2017 to 2021 were 59 years old or older
- E. One death on City streets is one too many. The City Council dedicated to strategies that aim to reduce and eliminate deaths and serious injuries on City streets;
- F. Seniors, children, people with disabilities, people in low income communities, people walking and people bicycling face a disproportionate risk of traffic injuries and fatalities;
- G. Vision Zero is a public health based traffic safety strategy to reduce and eventually eliminate traffic deaths and serious injuries using a data driven multi-disciplinary and safe systems approach that also increases safe healthy equitable mobility for all;
- H. Vision Zero recognizes that while human error will always occur a combination of engineering education and enforcement measures can reduce collisions and can prevent collisions from causing death or severe injuries;
- I. The California Department of Transportation ("Caltrans") adopted the goal of moving toward zero deaths with a focus on using proven effective strategies and countermeasures;

- J. It is in the public interest for the City to adopt a Vision Zero Policy to help protect public health and safety; and
- K. City declares that Vision Zero is the citywide guiding principle for transportation planning, the design of streets and sidewalks and the maintenance of the public rights of way.

SECTION 2: *Policy; Next Steps.* The City Council establishes the following Vision Zero Policy:

- A. The Monterey Park Vision Zero Task Force (the “Task Force”) is created. Members of the Task Force will be selected by the City Manager.
- B. Prioritize the development of safe roadways and the highest level of safety for all road users through new policies, systems and infrastructure improvements for pedestrians, bicyclists and motorists.
- C. Create an Action Plan in a manner that promotes equity, community engagement and transparency by presenting it to Council for acceptance and approval and providing Council with regular updates on its development and implementation.
- D. Identify and secure grant funding to implement the Vision Zero action plan, including funding for pedestrian and traffic safety projects and public education as identified in the Action Plan and funding for Capital Improvement Programs that support Vision Zero policies

SECTION 3: *Authorization.* The City Manager is authorized to implement the Vision Zero Policy set forth in Section 2. Among other things, the City Manager is directed to implement the steps needed to consider adjusting speed limits within the City’s jurisdiction in accordance with AB 43 (Friedman, 2021).

SECTION 4: *Severability.* If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

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

SECTION 6: *Electronic Signatures.* This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 7: Effective Date. This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

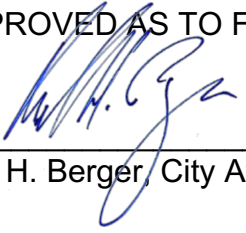
PASSED AND ADOPTED this ____ day of _____, 2022.

Henry Lo, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney



City Council Staff Report

DATE: September 7, 2022

AGENDA ITEM NO: Consent Calendar - 3E

TO: The Honorable Mayor and City Council
FROM: Anthony Antich, Interim Director of Public Works
SUBJECT: Award of Contract to Calgon Carbon for Carbon Media Changeout

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a three-year Maintenance Agreement with Calgon Carbon Corp., in a form approved by the City Attorney, for Carbon Media Changeout for a not-to-exceed amount of \$2.34M annually;
2. Appropriating \$2.12M from Water Treatment Fund (403) for Fiscal Year 2022-23 Carbon Media Changeout costs; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City's new ultraviolet light/advanced-oxidation water treatment system requires granular activated carbon (GAC) to remove contaminants. Staff is requesting that City Council approve a three-year maintenance agreement with Calgon Carbon Corporation for carbon changeout in the amount of \$2.34M annually. This is a contract for convenience in accordance with Monterey Park Municipal Code ("MPMC") § 3.20.050(2). Consequently, bidding is not required.

BACKGROUND:

The City is constructing a Centralized Groundwater Treatment System (CGTS) at the Delta water plant. The permitting process by the State Water Resources Control Board Department of Drinking (DDW) requested that a perfluoroalkyl and polyfluoroalkyl substances (PFAS) removal system be incorporated into the CGTS before issuing an operating permit. On February 3, 2021, City Council approved modifications of the CGTS design to include the required PFAS removal component. Based on research on the most cost-effective technology, the CGTS has been designed to use granular activated carbon (GAC) for the removal of PFAS along with other contaminants.

Calgon Filtrasorb Carbon Media

In Spring 2021, City staff in collaboration with the CGTS Project Team and DDW commissioned Trussell Technologies to complete a performance test on the effectiveness of various types of GAC in removing PFAS. The results of the test found Calgon Filtrasorb 400 to be the most effective carbon media in PFAS removal. Based on these results, the CGTS permit specifically requires Calgon F-400 carbon as the approved GAC to remove PFAS in the City's upgraded CGTS treatment plant.

Filtrasorb 400 is a proprietary product that is only available through Calgon Carbon Corporation as stated in the sole source letter attached to this staff report. Accordingly, MPMC § 3.20.050(2) allows the City to by-pass bidding requirements for convenience ("circumstances demonstrating only one vendor is best qualified to provide the supplies").

Calgon Filtrasorb 400 carbon costs \$242,527 per 100,000 pounds. The City's new CGTS treatment system includes 22 vessels that contain 20,000 pounds of carbon per vessel.

Prop 68 Grant Funding

The San Gabriel Basin Water Quality Association (WQA) received a grant award from the Prop 68 Grant Funding Program to assist its member agencies with treatment costs. Under this program, the City is eligible for reimbursement for operation and maintenance (O&M) treatment costs incurred up to March 2023. Four out of the twenty-two vessels are scheduled to be loaded with carbon by September as part of the City's design-build contract with Filanc, Inc. The City will be responsible for the remaining 18 vessels, which are scheduled to be loaded before the end of calendar year 2022. The cost to complete that carbon changeout in the 18 vessels is estimated to be \$956k and this cost will be eligible for reimbursement.

Projected Annual Costs

The CGTS Project Team projects the life of each carbon load to be between 6 to 8 months. Therefore, another changeout for the 22 vessels may be needed before the end of FY2023 based on the worst-case scenario of 6 months.

After Fiscal Year 2023 (June 30, 2023), the annual carbon replacement cost is estimated to be between \$1.75M and \$2.34M.

Future Grant Funding

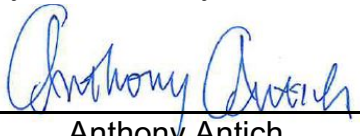
The City is a member of the South El Monte Operating Unit (SEMOU) cooperative agreement with the San Gabriel Basin Water Quality Authority (WQA) which reimburses the City for treatment costs related to industrial contaminants (e.g., volatile organic compounds) that were found in the City's groundwater in 1979. The Environmental Protection Agency (EPA) placed the Basin in the Superfund Program to identify responsible parties, secure funding and administer clean up. The SEMOU agreement initially expired on August 31, 2015 but was amended to extend to August 31, 2022. WQA has been working with State and Federal officials to identify future funding for the cleanup of the Basin.

Currently the City anticipates that the California Department of Toxic Substances Control (DTSC) will be taking over the reimbursement of the treatment costs, but details of the arrangement have not been confirmed. It is likely that the State will reimburse the City for a portion of the treatment costs.

FISCAL IMPACT:

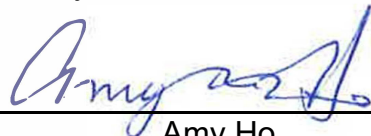
The cost for carbon replacement for the CGTS treatment system cost for fiscal year 2022-23 is estimated to be \$2.12M. Staff is requesting an allocation of water treatment funds (403) in the amount of \$2.12M for carbon replacement costs in FY 2023. The Prop 68 grant will reimburse the City for \$956K of the \$2.12M. After Year 1, the Annual carbon replacement cost is estimated to be between \$1.75M and \$2.34M. Until alternative funding can be secured, the City will budget for this operational cost as part of the annual budget process.

Respectfully submitted by:



Anthony Antich
Interim Director of Public Works

Prepared by:

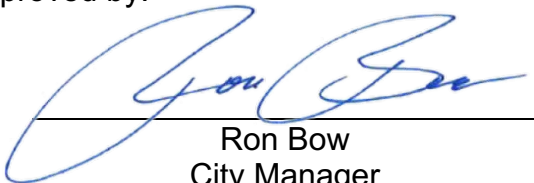


Amy Ho
Principal Management Analyst



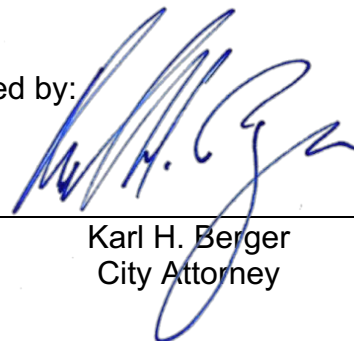
Martha Garcia
Director of Management Services

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT

1. Calgon Carbon Cost Proposal Letter
2. Calgon Sole Source Letter

ATTACHMENT 1
Calgon Carbon Proposal Letter
(July 28, 2022)



Date: July 28, 2022

**City of Monterey Park
Water Dept
Richard Gonzales**

Subject: GAC Exchange Media

Dear Mr. Gonzales,

Thank you for your interest in our products. We are pleased to offer as follows for your kind consideration.

Product Name	FILTRASORB 400 - BULK
Quantity	100,000.00 LBS
Country of Origin	USA
Service:	Included to remove the existing and to load the new virgin GAC into the vessels
Freight:	Included to provide the new material as well to take the spent for disposal at our reactivation facility
Sales Tax:	Is NOT included and will be added to the price of the virgin material.
Grand Total Amount:	<u>\$242,527 USD</u>
Incoterms:	13 - Ship Pt Prepaid Delivered
Lead Times:	The current lead time on this material is approximately 6-8 weeks from order placement, depending on product availability.

Additional Notes/ Assumptions:

- Assumes no disinfection or sacrificial bed trailers
- Assumes transfer and install in sequence or additional mobilization charges will apply

Terms and Conditions:

Prices:	All prices offered are in USD based on the above quantity to be supplied and exclude all additional taxes and duties (unless specified).
Payment Terms:	Net30
Price Validity:	This quote is valid for 30 days.

Additional Information:

Calgon Carbon Corporation's General Terms and Conditions apply.

Hope the above fulfills your requirement and look forward to receiving your favorable reply. Please feel free to contact us should you require further information or clarification.

Thank you,
Yours Sincerely,



Timothy Brekke

Timothy Brekke

Senior Technical Sales Representative

Mobile no.: +1 3107407782

Email: tim.brekke@kuraray.com



General Terms and Conditions

The following terms and conditions shall apply to the performance by Calgon Carbon Corporation ("CCC") of all sales of products and services (defined herein as "Products").

1. **Entire Agreement.** The contract evidenced by this Acknowledgment/Confirmation constitutes the entire agreement between CCC and the purchaser ("Purchaser") and may not be modified except by a writing signed by the authorized representatives of each of the parties. CCC shall be obligated to perform only in accordance with the terms of this acknowledgment and any terms and conditions contained in Purchaser's proposal, purchase order, acceptance, acknowledgment, transmittal or elsewhere which are different from, conflict with or add to the provisions of this contract shall be deemed to materially alter them and are hereby objected to and rejected by CCC. Purchaser is hereby notified that CCC has commenced performance under this contract and intends to deliver or ship the Products identified herein to Purchaser.
2. **Force Majeure.** CCC shall have no liability to Purchaser or its customers or users, and shall have the right to suspend shipments hereunder. in the event of war, riot, terrorism, accident, explosion, sabotage, flood, acts of God, fire, court order, strike, labor disturbance, work stoppage, national defense requirements, act of governmental authority, extraordinary failure of equipment or apparatus, inability to obtain electricity or other type of energy, raw material, labor, equipment or transportation or other causes beyond CCC's control. It is understood and agreed that settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of CCC and that nothing in this contract shall require the settlement of strikes, lockouts and labor disputes when such course is inadvisable in the sole discretion of CCC.
3. **Warranty.** CCC warrants that all Products provided under this contract shall conform to the specifications for such Products for the time period as published by CCC from time to time during the term of this contract. CCC warrants that any technical assistance will be competent and reflect the professional knowledge or judgment of its representatives. CCC shall correct any failure to conform to either of the applicable foregoing warranties of which it is notified in writing prior to ninety (90) days after provision of the allegedly non-conforming Products by replacement of product or reperformance of services. THE WARRANTIES SET FORTH IN THIS PROVISION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE). The remedies provided above are Purchaser's sole remedies for any failure of CCC to comply with its obligations. Corrections of any nonconformity in the manner and for the period of time provided above shall constitute complete fulfillment of all the liabilities of CCC whether Purchaser's claims are based in contract, in tort (including negligence or strict liability) or otherwise with respect to or arising out of the Products furnished hereunder.
4. **Indemnification.** Subject to Section 5 below, each party during the term of this contract to the extent of its negligence or willful misconduct will indemnify and save the other party harmless at all times against any liability on account of any and all claims, damages, law suits, litigation, expenses, counsel fees, and compensation arising out of property damages or injuries, (including death), arising out of its performance under this contract. Purchaser will reimburse CCC for damages to the system site, to CCC's equipment or goods, caused by the negligence or willful misconduct of Purchaser, its employees, representatives, or agents. In the case of intentional or repeated damage, CCC shall have the additional right to terminate this contract.
5. **Limitation of Liability.** Notwithstanding any provision to the contrary herein, the parties hereto agree that in no event shall CCC or its contractors or suppliers of any tier be liable to Purchaser for any indirect, special, consequential, incidental or punitive damages as a result of a breach of any provision of this contract or for any other claim of any kind arising out of or relating to this contract, whether in contract, in tort (including negligence or strict liability) or otherwise. Notwithstanding any provision to the contrary herein, for all losses, damages, liabilities or expenses (including attorney's fees and costs), whether for indemnity or negligence, including errors, omissions or other acts, or willful misconduct, or based in contract, warranty (including any costs and fees for repairing, replacing or re-performing services or curing a breach hereof), or for any other cause of action (individually, a "Claim"; collectively, "Claims"), CCC's liability, including the liability of its insurers, employees, agents, directors, and officers and all other persons for whom CCC is legally responsible, shall not, to the maximum extent permitted by law, exceed in the cumulative aggregate with respect to all Claims arising out of or related to this contract, the lesser of (a) the total amount of compensation paid to CCC hereunder, and (b) One Million Dollars (\$1,000,000).
6. **Taxes, Permits, Tariffs, and Licenses.** The fees do not include any Federal, state or local property, license, privilege, sales, use, excise, gross receipts or other like taxes, tariffs or duties, licenses, or other assessments which may now or hereafter be applicable to, measured by or imposed upon or with respect to the transaction, the property, its sale, value or use, or any services performed in connection therewith. Purchaser agrees to pay any sales and use taxes upon or measured by CCC's services provided hereunder and for all applicable licenses, property taxes, personal property taxes and other taxes, fees, or assessments imposed on the Products or upon the installation and operation of the Products and will prepare and submit all documents, plans, and schedules that may be required by governmental agencies with the reasonable assistance of CCC where necessary. Purchaser shall provide CCC with a direct pay permit for sales tax, an affidavit of sales tax exemption, or an affidavit that Products are exempt from sales tax, or CCC has the right to invoice Purchaser for said taxes on each invoice.
7. **Title; Risk of Loss.** CCC warrants that it is the lawful owner of and has the right to sell the products under this contract and will defend the same against all lawful claims and demands of all persons. The risk of loss due to casualty or destruction shall be borne by Purchaser upon CCC's tender of the Products to the carrier for transportation to Purchaser. Notwithstanding the foregoing or the provisions of the UCC or INCOTERMS, title to the goods, and all accessions to or products of the goods, shall remain with CCC until the later of (a) payment in full of the purchase price and of other amounts owing by the Purchaser and (b) delivery to the Purchaser, if the Purchaser is located outside the United States.



8. **Inspection.** Purchaser shall have the right to inspect the Products delivered under this contract and agrees promptly to notify CCC of any nonconformity, defective condition or breach of warranty, and unless Purchaser gives prompt written notice to CCC of such breach of warranty, Purchaser's rights and remedies under this contract shall be deemed to have been waived. No claim for breach of warranty may be made by Purchaser more than ninety (90) days after date of delivery of such Product to Purchaser hereunder.
9. **Termination.** CCC may cancel this contract if any of the following occurs: (a) Purchaser becomes insolvent; (b) Purchaser ceases to conduct its operations in the normal course of business; (c) Purchaser is unable to meet its obligations as they mature, or admit in writing such inability; (d) Purchaser files a voluntary petition in bankruptcy; (e) Purchaser suffers the filing of an involuntary petition in bankruptcy and the same is not dismissed within thirty (30) days after filing; (f) a receiver, custodian or trustee is appointed for Purchaser or for a substantial part of its property; (g) Purchaser fails to make payment on the terms and within the time specified in this contract; or (h) Purchaser executes an assignment for the benefit of its creditors. In the event of such cancellation, CCC shall have all rights and remedies set forth in the UCC of any applicable jurisdiction and all other remedies available at law or in equity.
10. **Export Controls.** Purchaser acknowledges that the Products and related technology are subject to U.S. export controls and economic sanctions, including the Export Administration Regulations ("EAR") and regulations promulgated by the U.S. Department of the Treasury Office of Foreign Assets Control. Purchaser further acknowledges that the reexport of the Products and/or related technology to a third country or retransfer to an unapproved end user may require a license or other authorization from the Government of the United States. Such licenses or other authorizations may impose further restrictions on the reexport or retransfer of the Products and/or related technology. U.S. law also restricts the reexport or retransfer of U.S.-origin goods, technology, or services to countries or persons subject to U.S. sanctions or embargoes. Purchaser agrees to comply with all applicable U.S. export control and economic sanctions laws and regulations. It is the sole responsibility of the Purchaser to apply for and obtain any necessary licenses or other authorizations prior to any reexport or retransfer of the Products and/or related technology. CCC makes no warranty that any such licenses or other authorizations will be granted, and shall have no liability for Purchaser's inability to obtain such licenses or other authorization or for any violation by Purchaser of any applicable export control and/or economic sanctions laws and regulations. Purchaser will indemnify CCC and hold it harmless from any liability resulting from Purchaser's violation of this provision or applicable export laws or regulations. Notwithstanding any other provision in this contract, CCC shall have the right to terminate this contract immediately upon the determination by CCC, in CCC's sole discretion, that Purchaser has breached, intends to breach, or insists upon breaching any of the provisions in the above clauses.
11. **Confidentiality.** Other than in the performance of the terms of the contract, neither party or its agents, employees, or subcontractors shall use or disclose to any person or entity any confidential information (identified as such by the disclosing party) of the other party (whether written, oral, electronic or other form) that is obtained or otherwise prepared or discovered either in the performance of its obligations hereunder, through access to the other party's assets, property, systems of whatever kind, or while on the other party's premises. Purchaser agrees that all pricing, discounts, design drawings and technical information that CCC provides to Purchaser are the confidential and proprietary information of CCC, whether or not otherwise identified as such. Each party warrants and represents that each employee, agent or subcontractor who performs work in connection herewith has been informed of the obligations contained herein and has agreed to be bound by them. The obligations under this section continue perpetually and survive the termination or expiration of any underlying agreement between the parties. The provisions of this section relating to use and disclosure shall not apply to any information that: (a) is or becomes generally available to the public other than as a result of a disclosure by the receiving party under this contract; (b) becomes available to the receiving party from a source other than the disclosing party without breach of any obligation of confidentiality; (c) was independently developed by the receiving party without violation of the disclosing party's rights and without reference to the confidential information, as evidenced by written records, maintained in the ordinary course of business by the receiving party; (d) is used or disclosed with the prior written approval of the disclosing party; (e) is information previously known to the receiving party as evidenced by written records maintained by the receiving party in the ordinary course of business, and not otherwise subject to any confidentiality restrictions; or (f) the receiving party becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose. If the receiving party becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose any of the confidential information, the receiving party shall provide the disclosing party with prompt written notice so that the disclosing party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this contract. If such protective order or other remedy is not obtained, or if the disclosing party waives compliance with the provisions of this contract, the receiving party shall furnish only that portion of the confidential information which the receiving party is legally required to disclose and shall exercise its reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded the confidential information.
12. **Assignment.** Neither party may assign this contract, including without limitation any of its rights or obligations hereunder, without the express written consent of the other party hereto; provided that CCC may assign this contract, including without limitation any of its rights or obligations hereunder, to any of its parents, subsidiaries or affiliates without Purchaser's consent.
13. **Governing Law.** This contract will be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regards to its conflict of law principals. The parties hereto agree to the exclusive jurisdiction of any state court situated in Allegheny County, Pennsylvania or in any Federal court situated in the Western District of Pennsylvania.
14. **Definitions.** Terms used in this contract that are defined by the Uniform Commercial Code of the Commonwealth of Pennsylvania shall have the meanings contained therein.

ATTACHMENT 2

Calgon Sole Source Letter

Monterey Park
Water Dept.
320 W. Newmark Ave
Monterey Park, CA 91754

August 31, 2022

Re: Sole Source Justification for Calgon Carbon's Filtrasorb Product

Dear Ms Ho:

This letter serves to clarify the unique characteristics and market standing of Calgon Carbon's Filtrasorb F400 granular activated carbon (GAC) product and Calgon Carbon's manufacturing and service capabilities.

Filtrasorb 400 originates from metallurgical grade bituminous coal mined in the United States of America. The raw coal is subsequently manufactured into GAC via reagglomeration and thermal activation processes, again in the United States. The consistent performance and physical properties of Filtrasorb 400 are directly attributable to the consistent physical properties of the raw materials and performance of the manufacturing processes.

The unique mixture of raw materials and manufacturing approaches influence the properties of the final GAC product. The density, abrasion, ash, and adsorption characteristics for Filtrasorb 400 are unique to this product and are all dictated by the specific combination of raw materials and process conditions.

Calgon Carbon assures the availability of Filtrasorb 400 GAC by operating four (4) different production lines at two (2) different manufacturing facilities in the United States, with a fifth (5th) line scheduled to be in production by early 2023. No other domestic manufacturer has multiple production lines or multiple manufacturing facilities with which to assure customers of uninterrupted supply should a problem occur on a production line.

To obtain a product that delivers the consistent, high-level performance of Filtrasorb 400, you must specify and purchase Filtrasorb 400. Calgon Carbon Corporation is the sole manufacturer and supplier of this specific material.

Calgon Carbon employs its own team of field service professionals located in hubs across the United States to perform carbon exchanges. This team is well trained in activated carbon and is intimately familiar with all aspects of performing GAC exchanges. Calgon Carbon is the only domestic manufacturer of bituminous reagglomerated GAC that also employs its own team of field service supervisors and technicians.

Sincerely,

Tim Brekke

Calgon Carbon Corporation
Drinking Water Solutions
310-740-7782
tim.brekke@kuraray.com



City Council Staff Report

DATE: September 7, 2022

AGENDA ITEM NO: Consent Calendar - 3F

TO: The Honorable Mayor and City Council
FROM: Anthony Antich, Interim Director of Public Works
SUBJECT: Termination of Agreement 2223-A with Gentry Brothers, Inc.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Terminating Agreement No. 2223-A with Gentry Brothers, Inc.;
2. Authorizing the City Manager to reimburse the contractor for actual costs associated with executing the contract; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On March 3, 2021, the City Council awarded a contract to Gentry Brothers, Inc. in the amount of \$885,503 for the North Atlantic Water Improvements, Capital Improvement Project #96001 (Specifications No. 2021-001). The project was delayed and was never started for various reasons. At this time, it is recommended that the City Council terminate the contract for convenience and authorize the City manager to reimburse the contractor for actual project related costs.

BACKGROUND:

On March 3, 2021, the City Council approved an award of contract to Gentry Brothers in the amount of \$885,503 for the N. Atlantic Water Improvements, Specifications No. 2021-001. The sewer project on N. Atlantic was supposed to proceed before the water project at the same location. During the construction of the sewer project, a conflict with an existing Metropolitan Water District feeder line was discovered. The City worked with MWD to develop a solution. This resulted in delaying the sewer project until a solution for the potable water project was identified. It took approximately a year to identify a solution and for plans regarding the water project to be approved by MWD. As a result, the water project was delayed and did not start.

Due to current inflation, increase in material cost and the changes triggered by the MWD requirements, the cost of the project has significantly increased since the time that the contract was originally awarded. Therefore, the project requires an increase in budget to move forward. However, due to limited budget and the City's current priorities for other water projects, it is recommended that improvements to N. Atlantic Water Main be delayed and that this project be re-budgeted in the future as deemed appropriate.

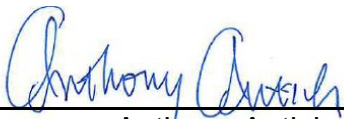
Due to termination for convenience, the contractor is expected to be reimbursed for costs associated with bid preparation, bond costs and any additional actual costs that the

contractor may reasonably seek based upon evidence satisfactory to the City Manager. The City never issued a notice to proceed; the contractor did not mobilize; and no construction related costs were incurred.

FISCAL IMPACT:

All funds allocated to the project except for cost reimbursement to the contractor will be rolled back into the water fund.

Respectfully submitted by:



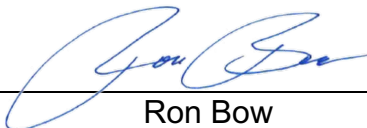
Anthony Antich
Interim Director of Public Works

Reviewed by:



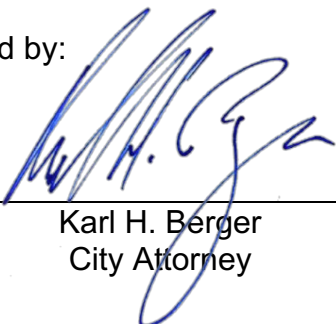
Martha Garcia
Director of Management Services

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENTS:

N/A



City Council Staff Report

DATE: September 7, 2022

AGENDA ITEM NO: Consent Calendar - 3G

TO: The Honorable Mayor and City Council
FROM: Anthony Antich, Interim Director of Public Works
SUBJECT: HVAC Improvements at Various Facilities – Reject All Submitted Bids

RECOMMENDATION:

It is recommended that the City Council consider:

1. Rejecting all submitted bids submitted for Capital Improvement Project No. 96029 HVAC Improvements at Various Facilities;
2. Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY

On May 4, 2022, the City Council adopted Resolution No. 2022-R32 approving the design and plans for projects included in the Capital Improvement Plan, including Project No. 96029 HVAC Improvements at Various Facilities Project, and authorizing the solicitation of bids for the HVAC Improvements at Various Facilities Project. The public bid opening for this project was held on August 30, 2022. The City received two bids from F.M. Thomas Air Conditioning, Inc. and Carrier Corporation. Staff recommends rejection of all bids due to the cost proposals exceeding the City's budget for this project.

BACKGROUND

The City's Public Works Department conducted an assessment of the City's HVAC system and determined that at least 18 HVAC units throughout the City are non-operational or have reached their useful service life and are in need of replacement. The City solicited bids for HVAC improvements at various City facilities.

The public works bid was opened on August 30th, 2022, and included the following bids:

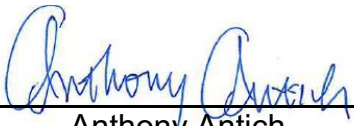
RANK	BIDDER	BASE BID AMOUNT
1	F.M. Thomas Air Conditioning, Inc.	\$392,685
2	Carrier Enterprises	NOT PROVIDED

The only responsive bid submitted by F.M. Thomas Air Conditioning, Inc. exceeds the project's budget. Therefore, staff recommends that the City Council reject all submitted bids.

FISCAL IMPACT

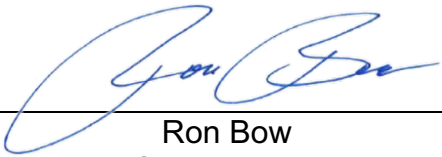
There is no fiscal impact associated with rejecting all bids.

Respectfully submitted and prepared by:



Anthony Antich
Interim Director of Public Works

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT

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

ATTACHMENT 1
F.M. Thomas Air Conditioning, Inc Bid

PROPOSAL GUARANTEE**BID BOND**Bond No.: CSBA-21764

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 25th day of August, 2022.

SIGNED AND SEALED this 25th day of August, 2022.

F.M. Thomas Air Conditioning, Inc.

Merchants Bonding Company (Mutual)

PRINCIPAL

SURETY

Arturo Ayala, Attorney-in-Fact

PRINCIPAL's MAILING ADDRESS:

F.M. Thomas Air Conditioning, Inc.

231 Gemini Ave.

Brea, CA 92821

SURETY's MAILING ADDRESS:

Merchants Bonding Company (Mutual)

6700 Westown Parkway

West Des Moines, IA 50266

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

ACKNOWLEDGMENT

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

State of California

County of Orange

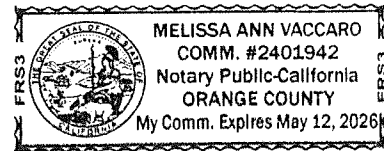
On 08/25/2022 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Bond No. CSBA-21764

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

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of May, 2022.

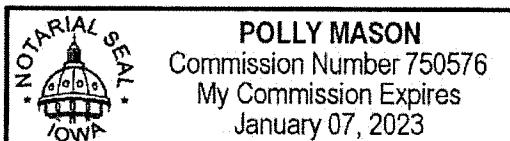


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 13th day of May, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

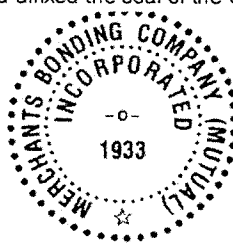


(Expiration of notary's commission does not invalidate this instrument)

Polly Mason
Notary Public

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 25th day of August, 2022.



William Warner Jr.
Secretary

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Orange }

On 8/29/22
Date

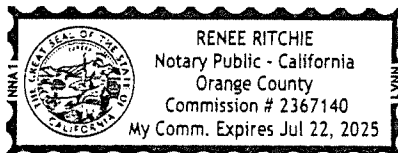
before me, Renee Ritchie, Notary Public
Here Insert Name and Title of the Officer

personally appeared Thomas Feyher
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Renee Ritchie
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CITY OF MONTEREY PARK



BIDDING DOCUMENTS For

HVAC IMPROVEMENTS AT VARIOUS CITY FACILITIES

An American Rescue Plan Act (ARPA) Funded Project

Specification No. 2022-004

Bid Due Date:

**10:00 AM
August 30th, 2022**

**Submit bids to:
Quest Construction Data Network (QuestCDN)
www.questcdn.com**

SECTION C. BIDDERS PROPOSAL

(Entire section C shall be submitted with the bid)

BIDDER'S NAME: F.M. Thomas Air Conditioning, Inc.

In accordance with the City's Notice Inviting Sealed Bids, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of Monterey Park of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts of bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City's notice of award of contract to the BIDDER, the proceeds of the guarantee accompanying this bid shall become the property of the City and this bid and the acceptance hereof may, at the City's option, be considered null and void.

BID SCHEDULE

To the Monterey Park's City Council, herein called the "Council".

Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the work, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedule:

BID SCHEDULE					
HVAC Improvements at Various City Facilities Specification No. 2022-004					
No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
1	HVAC Improvements at City Library (As per Section E. Technical Specifications)	1	LS	\$71,512	\$71,512
2	HVAC Improvements at City Service Club (As per Section E. Technical Specifications)	1	LS	\$46,800	\$46,800
3	HVAC Improvements at City Water Division (As per Section E. Technical Specifications)	1	LS	\$11,700	\$11,700
4	HVAC Improvements at Fire Station (As per Section E. Technical Specifications)	1	LS	\$23,400	\$23,400
5	HVAC Improvements at El Encanto – Chamber of Commerce (As per Section E. Technical Specifications)	1	LS	\$23,400	\$23,400
6	HVAC Improvements at Facilities and Maintenance (As per Section E. Technical Specifications)	1	LS	\$37,440	\$37,440
7	HVAC Improvements at Police Facilities (As per Section E. Technical Specifications)	1	LS	\$46,113	\$46,113
8	HVAC Improvements at Barnes Gym (As per Section E. Technical Specifications)	1	LS	\$132,320	\$132,320
TOTAL BASE BID AMOUNT IN NUMBERS					\$392,685
TOTAL BASE BID AMOUNT IN WORDS: Three hundred ninety-two thousand, six hundred eighty-five and 0/100					

The award of Contract shall be based on the TOTAL BASE BID AMOUNT.	
In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.	
Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.	A. Mobilization / Demobilization
	B. Traffic Control
	C. NPDES, WVECP, and Best Management Practices (BMPs), Public Convenience and Safety
	D. Construction Staking by Land Surveyor
	E. Clearing and Grubbing
The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.	
The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.	
All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.	
A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.	

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from suppliers and vendors as follows:

Subcontractor Information	Work to be Performed	Dollar Amount
Name: The Crane Guys	Crane	\$ <u>14,400.00</u>
Address: 13710 La Mirada Blvd, La Mirada, Ca		
Tel: 562-777-0600		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Total Subcontract Amount (shall not exceed 49% of Total Bid Amount)		\$ <u>14,400.00</u>

REFERENCES

References shall be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included. References shall be either minimum from 3 Public Agencies; or minimum from 2 Public Agencies plus 2 Private Entities for which BIDDER has performed similar work within the past three years.

Reference 1		
Agency Name <u>City of Los Angeles General Services</u>	Project Name and Brief Description Task order contract multiple awards per year jobs between \$100k - \$500k each. NTE \$13M / year	
Contact Name and Title <u>Kevin Davis, HVAC Supervisor</u>		
Tel: <u>213-272-8077</u> E-mail: <u>kevin.davis@lacity.org</u>	Contract Value: \$ <u>NTE \$13M / year</u>	Year Completed: <u>1998-Present</u>

Reference 2		
Agency Name <u>City of Los Angeles Parks and Rec</u>	Project Name and Brief Description Task order contract multiple awards per year jobs between \$100k - \$500k each. NTE \$3M / year	
Contact Name and Title <u>Paul Jewett, HVAC supervisor</u>		
Tel: <u>213-587-1958</u> E-mail: <u>paul.jewett@lacity.org</u>	Contract Value: \$ <u>3M/yr</u>	Year Completed: <u>2013-Present</u>

Reference 3		
Agency Name <u>California State Los Angeles Housing</u>	Project Name and Brief Description Replacement of Split systems for campus housing	
Contact Name and Title <u>Mark Facio, Associate Director of Facilities</u>		
Tel: <u>714-323-5069</u> E-mail: <u>mfacio@cslanet.calstatela.edu</u>	Contract Value: \$ <u>270,000.00</u>	Year Completed: <u>2022</u>

Reference 4		
Agency Name Orange County sheriff's Dept.	Project Name and Brief Description 3 phases of custom air handlers over 3 years Revised chw/hw piping, DDC controls Rigging, ductwork	
Contact Name and Title Tom Tran, Project Manager		
Tel: 714-935-7472 E-mail: tttran@ocsd.org	Contract Value: \$ 5.7M	Year Completed: 2017-2019

SITE INSPECTION

The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project without question.

Name of Person who inspected the site: Tim Lane

Date of Inspection: 5/17/22

ADDENDA ACKNOWLEDGMENT

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

Addendum No. 1 Dated 8/18/22

Addendum No. 2 Dated 8/25/22

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____



**CITY OF MONTEREY PARK
CALIFORNIA**

ADDENDUM NO. 1

**HVAC IMPROVEMENTS AT VARIOUS CITY FACILITIES
SPECIFICATION NO. 2022-004
(QUEST CDN PROJECT # 8271559)**

Bids must be received **before 10:00 a.m. on Tuesday, August 30, 2022**, via QuestCDN for the City of Monterey Park, 320 West Newmark Avenue, Monterey Park, CA 91754, to provide services for HVAC Improvements at Various City Facilities Specification No. 2022-004 (QuestCDN # 8271559).

This Addendum postpones mandatory pre-bid meeting date:

The mandatory pre-bid meeting will take place on **Thursday August 25, 2022 at 8:00AM** at City of Monterey Park City Hall, 320 W Newmark Avenue, Monterey Park, CA 91754. Every Bidder is required to attend the pre-bid meeting. Failure of a Bidder to attend will render that Bidder's Bid non-responsive. No allowances for cost adjustments will be made if a Bidder fails to adequately examine the Project site before submitting a bid.

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

A large, stylized handwritten signature in black ink, consisting of several loops and a long trailing line.



**CITY OF MONTEREY PARK
CALIFORNIA**

ADDENDUM NO. 2

**HVAC IMPROVEMENTS AT VARIOUS CITY FACILITIES
SPECIFICATION NO. 2022-004
(QUEST CDN PROJECT # 8271559)**

Bids must be received **before 10:00 a.m. on Tuesday, August 30, 2022**, via QuestCDN for the City of Monterey Park, 320 West Newmark Avenue, Monterey Park, CA 91754, to provide services for the HVAC Improvements at Various City Facilities Specification No. 2022-004 (QuestCDN # 8271559).

This Addendum cancels the mandatory pre-bid meeting:

Addendum 2 cancels the mandatory pre-bid meeting dated Thursday, August 25th, 2022 at 8:00am.

Attachments:

N/A

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

A large, stylized handwritten signature in black ink, consisting of several loops and a long trailing line.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, Site, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

INSURANCE REQUIREMENTS

To be awarded this contract, the successful bidder shall procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

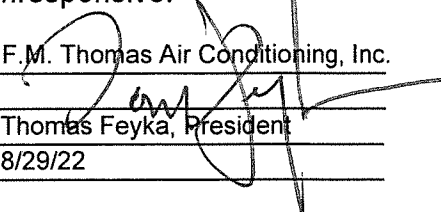
<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance shall meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above shall be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies shall be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such endorsement shall be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance shall be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Automobile coverage shall be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

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

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's Contractor. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

Bidder's Name:	F.M. Thomas Air Conditioning, Inc.
Authorized Signature:	
Name and Title:	Thomas Feyka, President
Date:	8/29/22

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

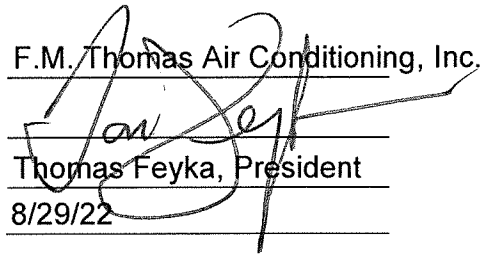
The undersigned declares:

I am the President of
F.M. Thomas Air Conditioning, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder's Name: F.M. Thomas Air Conditioning, Inc.
Authorized Signature: 
Name and Title: Thomas Feyka, President
Date: 8/29/22

PUBLIC CONTRACT CODE SECTION 10162

In conformance with the above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder

has never been X has been ____ (indicate YES or NO after applicable answer)

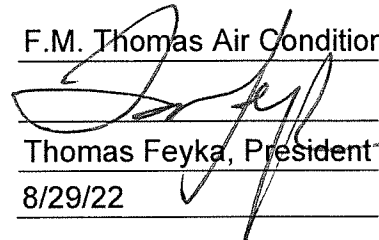
disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so to explain the circumstances.

If the answer is has been YES explain the circumstances below:

Bidder's Name:

F.M. Thomas Air Conditioning, Inc.

Authorized Signature:



Name and Title:

Thomas Feyka, President

Date:

8/29/22

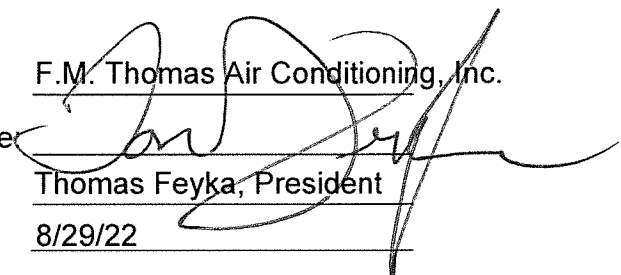
PUBLIC CONTRACT CODE SECTION 10232

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court

has not been X has been _____ (indicate YES or NO after applicable answer)

issued against the bidder within the immediately preceding two-year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board. For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.

Bidder's Name: F.M. Thomas Air Conditioning, Inc.

Authorized Signature: 
Name and Title: Thomas Feyka, President

Date: 8/29/22

PUBLIC CONTRACT CODE SECTION 10285.1

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof

has never been X has been _____ (indicate YES or NO after applicable answer)

convicted within the preceding three years by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University.

Bidder's Name: F.M. Thomas Air Conditioning, Inc.

Authorized Signature: _____

Name and Title: _____

Date: _____

Thomas Feyka, President

8/29/22

BIDDER INFORMATIONBidder's Name: F.M. Thomas Air Conditioning, Inc.Address: 231 Gemini Ave, Brea, Ca 92821Form of Legal Entity: CorporationIf a Corporation, State of Incorporation: CaliforniaState Contractor's Class and License No.: 313574**Contact Person Information:**Name: Thomas Feyka, President Title: .E-mail: tfeyka@fmthomas.com Tel: 714-738-1062

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

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

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

N/A

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

N/A

Previous contract performance history:

Was any contract terminated previously: NO*If the answer to the above is "yes", provide the following information:*

Contract/project name and number: _____

Date of termination: _____

Reason for termination: _____

Owner's name: _____

Owner contact person and tel. no.: _____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 29 day of August, 2022.

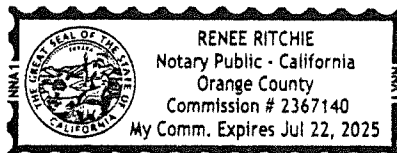
BIDDER

F.M. Thomas Air Conditioning, Inc.

Subscribed and sworn to this 29 day of August, 2022.

NOTARY PUBLIC

Renee Ritchie, Notary Public



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

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

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

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

Bidder's Name: _____

Authorized Signature: _____

Name and Title: _____

Date: _____

--END OF SECTION--

SECTION D. CERTIFICATIONS FOR FEDERAL – AID CONTRACTS

(Entire section D shall be submitted with the bid)

GENERAL PRINCIPLES CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

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

Date: 8/29/22

By: Thomas Feyka, President

Name and Title of Authorized Representative

Signature of Authorized Representative

NON-DISCRIMINATION CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONTRACTOR shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall CONTRACTOR discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, disability, medical condition, sexual orientation, gender identity, or marital status. These actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

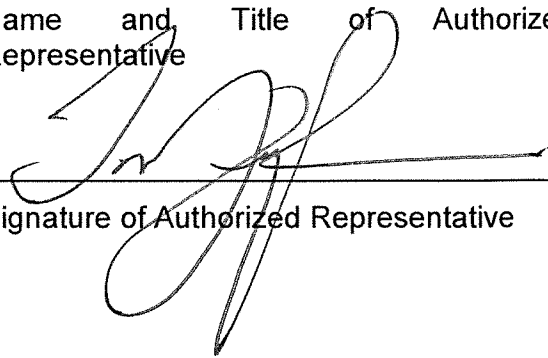
CONTRACTOR shall ensure that project activities be accomplished in an equitable and impartial manner so that no person shall be excluded because of race, color, gender, or national origin from participation in, or be denied the benefits, or any program or activity for which federal financial assistance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

Date: 8/29/22

By: Thomas Feyka, President

Name and Title of Authorized Representative

Signature of Authorized Representative

A handwritten signature in black ink, appearing to read 'Thomas Feyka', is written over a horizontal line. The signature is stylized with large loops and a long horizontal stroke extending to the right.

MBE AND WBE CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

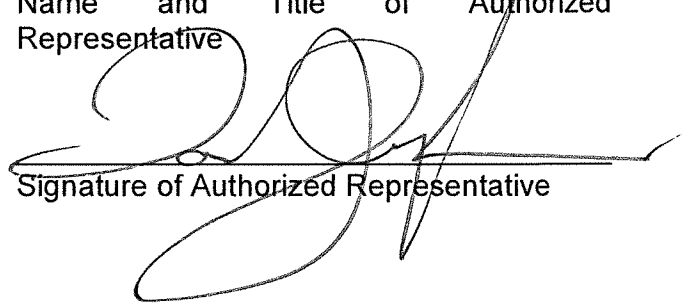
Business Name: F.M. Thomas Air Conditioning, Inc.

Date: 8/29/22

By: Thomas Feyka, President

Name and Title of Authorized
Representative

Signature of Authorized Representative

A handwritten signature in black ink, appearing to read 'Thomas Feyka', is written over a horizontal line. The signature is stylized with large loops and a long horizontal stroke extending to the right.

DOMESTIC PREFERENCE CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

RECOVERED MATERIALS CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

Date: 8/29/22

By: Thomas Feyka, President

Name and Title of Authorized Representative

Signature of Authorized Representative

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

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

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

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

Date: 8/29/22

By: Thomas Feyka, President

Name and Title of Authorized
Representative

Signature of Authorized Representative

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

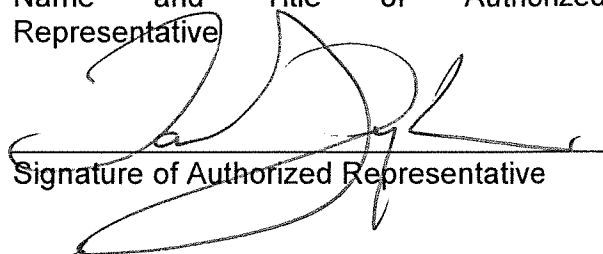
Business Name: F.M. Thomas Air Conditioning, Inc.

Date: 8/29/22

By: Thomas Feyka, President

Name and Title of Authorized Representative

Signature of Authorized Representative

A handwritten signature in black ink, appearing to read 'Thomas Feyka', is written over a horizontal line. The signature is stylized with large loops and a long horizontal stroke at the end.

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

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

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

Date: 8/29/22

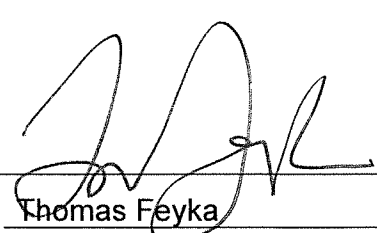
By: Thomas Feyka, President

Name and Title of Authorized Representative

Signature of Authorized Representative

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____ CFDA Number, if applicable: _____	
10.a. Name and Address of Lobby Registrant (If individual, last name, first name, MI)	10.b. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
N/A		
(attach Continuation Sheet(s) if necessary)		
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Thomas Feyka</u> Title: <u>President</u> Telephone No.: <u>714-738-1062</u> Date: <u>8/29/22</u>	
Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)		

Federal Use Only:

INSTRUCTIONS FOR COMPLETING SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

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

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

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

--END OF SECTION--

Contractor Information

Registration History

Legal Entity Name
FM THOMAS AIR CONDITIONING INC

Legal Entity Type
Corporation

Status
Expired

Registration Number
1000003383

Registration effective date
6/25/2018

Registration expiration date
6/30/2019

Mailing Address
231 GEMINI AVE BREA 92821 CA United States ...

Physical Address
231 GEMINI AVE BREA 92821 CA United States ...

Email Address

Trade Name/DBA
FM THOMAS AIR CONDITIONING INC

License Number(s)
CSLB:313574

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

Legal Entity Information

Corporation Number:
C0755790

Federal Employment Identification Number:

President Name:
THOMAS FEYKA

Vice President Name:
MICHAEL FEYKA

Treasurer Name:
CAROLYN FEYKA

Secretary Name:
CAROLYN FEYKA

CEO Name:
THOMAS FEYKA

Agent of Service Name:
THOMAS OR CAROLYN FEYKA

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

Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

Please provide your current workers compensation insurance information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier

Policy Holder Name:FM THOMAS AIR CONDITIONING INC**Insurance Carrier:**
CYPRESS INSURANCE COMPANY**Policy Number:**FMWC908584**Inception date:**1/1/2018
Expiration Date:1/1/2019

Contractor Information

Legal Entity Name

FM THOMAS AIR CONDITIONING INC

Legal Entity Type

Corporation

Status

Expired

Registration Number

1000003383

Registration effective date

6/23/2017

Registration expiration date

6/30/2018

Mailing Address

231 GEMINI AVE BREA 92821 CA United States ...

Physical Address

231 GEMINI AVE BREA 92821 CA United States ...

Email Address

Trade Name/DBA

FM THOMAS AIR CONDITIONING INC

License Number(s)

CSLB:313574

Registration History

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

Legal Entity Information

Corporation Number:
C0755790

Federal Employment Identification Number:

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Vice President Name:
MICHAEL FEYKA

Treasurer Name:
CAROLYN FEYKA

Secretary Name:
CAROLYN FEYKA

CEO Name:
THOMAS FEYKA

Agent of Service Name:
THOMAS OR CAROLYN FEYKA

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

Workers Compensation

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Please provide your current workers compensation insurance information below:

	PEO	PEO	PEO
PEO InformationName	Phone	Email	

Insured by Carrier

Policy Holder Name:FM THOMAS AIR CONDITIONING INC**Insurance Carrier:** CYPRESS INSURANCE COMPANY**Policy Number:**FMWC908584**Inception date:**1/1/2018

Expiration Date:1/1/2019

Contractor Information

Legal Entity Name

FM THOMAS AIR CONDITIONING INC

Legal Entity Type

Corporation

Status

Expired

Registration Number

1000003383

Registration effective date

6/24/2016

Registration expiration date

6/30/2017

Mailing Address

231 GEMINI AVE BREA 92821 CA United States ...

Physical Address

231 GEMINI AVE BREA 92821 CA United States ...

Email Address
Trade Name/DBA

FM THOMAS AIR CONDITIONING INC

License Number(s)

CSLB:313574

Registration History

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

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MICHAEL FEYKA

Treasurer Name:

CAROLYN FEYKA

Secretary Name:

CAROLYN FEYKA

CEO Name:

THOMAS FEYKA

Agent of Service Name:

THOMAS OR CAROLYN FEYKA

Agent of Service Mailing Address:

231 GEMINI AVE BREA 92821 CA United States of America

Workers Compensation

Do you lease employees

through Professional
Employer Organization
(PEO)?:

Please provide your

current workers
compensation insurance
information below:

PEO PEO PEO

PEO InformationName Phone Email

Insured by Carrier

Policy Holder Name:FM THOMAS AIR CONDITIONING INC**Insurance Carrier:**
CYPRESS INSURANCE COMPANY**Policy Number:**FMWC908584**Inception date:**1/1/2018
Expiration Date:1/1/2019

Contractor Information

Legal Entity Name

FM THOMAS AIR CONDITIONING INC

Legal Entity Type

Corporation

Status

Expired

Registration Number

1000003383

Registration effective date

6/9/2015

Registration expiration date

6/30/2016

Mailing Address

231 GEMINI AVE BREA 92821 CA United States ...

Physical Address

231 GEMINI AVE BREA 92821 CA United States ...

Email Address

Trade Name/DBA

FM THOMAS AIR CONDITIONING INC

License Number(s)

CSLB:313574

Registration History

Effective Date	Expiration Date
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7/1/2022	6/30/2024

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Vice President Name:

MICHAEL FEYKA

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Secretary Name:

CAROLYN FEYKA

CEO Name:

THOMAS FEYKA

Agent of Service Name:

THOMAS OR CAROLYN FEYKA

Agent of Service Mailing Address:

231 GEMINI AVE BREA 92821 CA United States of America

Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

Please provide your current workers compensation insurance information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier

Policy Holder Name:FM THOMAS AIR CONDITIONING INC**Insurance Carrier:** CYPRESS INSURANCE COMPANY**Policy Number:**FMWC908584**Inception date:**1/1/2018
Expiration Date:1/1/2019

Contractor Information

Legal Entity Name

FM THOMAS AIR CONDITIONING INC

Legal Entity Type

Corporation

Status

Expired

Registration Number

1000003383

Registration effective date

12/26/2014

Registration expiration date

6/30/2015

Mailing Address

231 GEMINI AVE BREA 92821 CA United States ...

Physical Address

231 GEMINI AVE BREA 92821 CA United States ...

Email Address**Trade Name/DBA**

FM THOMAS AIR CONDITIONING INC

License Number(s)

CSLB:313574

Registration History

Effective Date	Expiration Date
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12/26/2014	6/30/2015
7/1/2019	6/30/2020
7/1/2020	6/30/2022
7/1/2022	6/30/2024

Legal Entity Information

Agent of Service Name:

THOMAS OR CAROLYN FEYKA

Agent of Service Mailing Address:

231 GEMINI AVE BREA 92821 CA United States of America

Corporation Number:

C0755790

Federal Employment Identification Number:**President Name:**

THOMAS FEYKA

Vice President Name:

MICHAEL FEYKA

Treasurer Name:

CAROLYN FEYKA

Secretary Name:

CAROLYN FEYKA

CEO Name:

THOMAS FEYKA

Workers Compensation

Do you lease employees

through Professional
Employer Organization
(PEO)?:

Please provide your

current workers
compensation insurance
information below:

PEO PEO PEO

PEO InformationName Phone Email

Insured by Carrier

Policy Holder Name:FM THOMAS AIR CONDITIONING INC**Insurance Carrier:**
CYPRESS INSURANCE COMPANY**Policy Number:**FMWC908584**Inception date:**1/1/2018
Expiration Date:1/1/2019

Contractor Information

Registration History

Legal Entity Name

FM THOMAS AIR CONDITIONING INC

Legal Entity Type

Corporation

Status

Expired

Registration Number

1000003383

Registration effective date

7/1/2019

Registration expiration date

6/30/2020

Mailing Address

231 GEMINI AVE BREA 92821 CA United States ...

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231 GEMINI AVE BREA 92821 CA United States ...

Email Address

Trade Name/DBA

FM THOMAS AIR CONDITIONING INC

License Number(s)

CSLB:313574

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12/26/2014	6/30/2015
7/1/2019	6/30/2020
7/1/2020	6/30/2022
7/1/2022	6/30/2024

Legal Entity Information

Agent of Service Name:
THOMAS OR CAROLYN FEYKA
Agent of Service Mailing Address:
231 GEMINI AVE BREA 92821 CA United States of America

Corporation Number:
C0755790
Federal Employment Identification Number:
President Name:
THOMAS FEYKA
Vice President Name:
MICHAEL FEYKA
Treasurer Name:
CAROLYN FEYKA
Secretary Name:
CAROLYN FEYKA
CEO Name:
THOMAS FEYKA

Workers Compensation

Do you lease employees No
**through Professional
Employer Organization
(PEO)?:**
**Please provide your
current workers
compensation insurance
information below:**

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier
Policy Holder Name:FM THOMAS AIR CONDITIONING INC**Insurance Carrier:**ICW
Policy Number:WSD505258300**Inception date:**1/1/2020**Expiration Date:**1/1/2021

Contractor Information

Legal Entity Name

FM THOMAS AIR CONDITIONING INC

Legal Entity Type

Corporation

Status

Expired

Registration Number

1000003383

Registration effective date

7/1/2020

Registration expiration date

6/30/2022

Mailing Address

231 GEMINI AVE BREA 92821 CA United States ...

Physical Address

231 GEMINI AVE BREA 92821 CA United States ...

Email Address
Trade Name/DBA

FM THOMAS AIR CONDITIONING INC

License Number(s)

CSLB:313574

CSLB:313574

Registration History

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

Legal Entity Information

Corporation Number:

C0755790

Federal Employment Identification Number:
President Name:

THOMAS FEYKA

Vice President Name:

MICHAEL FEYKA

Treasurer Name:

CAROLYN FEYKA

Secretary Name:

CAROLYN FEYKA

CEO Name:

THOMAS FEYKA

Agent of Service Name:

THOMAS OR CAROLYN FEYKA

Agent of Service Mailing Address:

231 GEMINI AVE BREA 92821 CA United States of America

Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Please provide your current workers compensation insurance information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier

Policy Holder Name:FM THOMAS AIR CONDITIONING INC**Insurance Carrier:**ICW

Policy Number:WSD505258300**Inception date:**1/1/2020**Expiration Date:**1/1/2021

Contractor Information

Legal Entity Name

FM THOMAS AIR CONDITIONING INC

Legal Entity Type

Corporation

Status

Active

Registration Number

1000003383

Registration effective date

7/1/2022

Registration expiration date

6/30/2024

Mailing Address

231 GEMINI AVE BREA 92821 CA United States ...

Physical Address

231 GEMINI AVE BREA 92821 CA United States ...

Email Address

Trade Name/DBA

FM THOMAS AIR CONDITIONING INC

License Number(s)

CSLB:313574

CSLB:313574

Registration History

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

Legal Entity Information

Agent of Service Name:
Thomas Feyka

Agent of Service Mailing Address:
231 Gemini Ave Brea 92821 CA United States of America

Corporation Number:

Federal Employment Identification Number:

President Name:
Thomas Feyka

Vice President Name:

Treasurer Name:

Secretary Name:
Carolyn Feyka

CEO Name:

Workers Compensation

Do you lease employees No
through Professional
Employer Organization
(PEO)?:
Please provide your
current workers
compensation insurance
information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier

Policy Holder Name:FM THOMAS AIR CONDITIONING INC**Insurance Carrier:**ICW

Policy Number:WSD505258302**Inception date:**1/1/2022**Expiration Date:**1/1/2023

ORIGINAL BID BOND SUBMITTAL

HVAC IMPROVEMENTS AT VARIOUS CITY FACILITIES
SPECIFICATION NO. 2022-004

If the Bidder provides a pdf copy of a bid bond or a pdf copy of a certified cashier's check, the original must be provided to the City by the end of the fifth business day after the bid opening.

Not submitting the original bid bond will be considered as non-responsive bid.

Please contact Anthony Bendezu, Contract Project Manager via phone at 626-307-1283 or via email at abendezu@montereypark.ca.gov for questions.



Tom Fey CA

ATTACHMENT 2

Carrier Enterprises Bid

PROPOSAL GUARANTEE**BID BOND**Bond No.: N/A

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

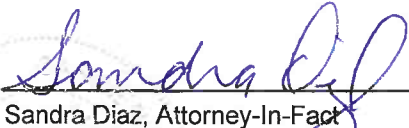
THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about
to submit a bid to the City of Monterey Park for the above stated project, if said bid is
rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER
in the manner and time specified, then this obligation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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals
this 30th day of August, 2022.

SIGNED AND SEALED this 30th day of August, 2022.

CARRIER CORPORATION

SWISS RE CORPORATE SOLUTIONS
AMERICA INSURANCE CORPORATION


Sandra Diaz, Attorney-In-Fact
PRINCIPAL


Aklima Noorhassan, Attorney-In-Fact

SURETY

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

2478 Peck Road
City of Industry, CA 90601

1200 Main Street Suite 800
Kansas City MO 64105

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

SPECIAL POWER OF ATTORNEY

CARRIER GLOBAL CORPORATION, a Corporation organized and existing under the laws of the State of Delaware, on behalf of itself, its subsidiaries and affiliates, (collectively referred to as the "Corporation"), hereby makes, constitutes and appoints **AON RISK SERVICES NORTHEAST, INC.** on behalf of certain of its employees as the Corporation's true and lawful attorneys-in-fact:

Francesca Kazmierczak
Cynthia Farrell
Theresan E. Rowedder
Sandra Diaz
Frances Rodriguez
Jennifer L. Jakaitis
Susan A. Welsh
KeAna Conrad

with full power to execute, seal and deliver on behalf of the Corporation, surety bonds and documents ancillary thereto issued in the course of the Corporation's business, subject to the provisions of the Insurance Brokerage and Service Agreement effective December 1, 2019, among Aon Risk Services, Inc. of Connecticut, Aon Risk Services, Inc. of New York, currently known as **AON RISK SERVICES NORTHEAST, INC. and CARRIER GLOBAL CORPORATION**, as amended or supplemented from time to time, and to bind the Corporation, thereby as if such writings had been duly executed and acknowledged by officers of the Corporation.

IN WITNESS WHEREOF, the Corporation has caused this Special Power of Attorney to be signed by its duly authorized representative this 27th day of November, 2019.

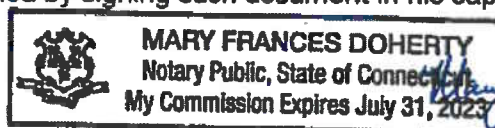
CARRIER GLOBAL CORPORATION

By: 
Name: Christopher Witzky
Title: Vice President, Treasurer

UNITED STATES OF AMERICA)
STATE OF Connecticut)
COUNTY OF Hartford)

ss: TOWN OF FARMINGTON

On this 2 day of Dec 2019, before me, a Notary Public in and for said County and State, personally appeared Christopher Witzky who acknowledged himself to be the Vice President, Treasurer of CARRIER GLOBAL CORPORATION, the corporation named in the foregoing instrument, and that as such, being authorized so to do, executed the foregoing instrument for the same for the purposes therein contained by signing such document in his capacity as Vice President, Treasurer




_____, Notary Public

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

SANDRA DIAZ, DEBRA A. DEMING, PETER HEALY, JENNIFER JAKAITIS, NANCY SCHNEE, SUSAN A. WELSH, ANNE POTTER, FRANCESCA KAZMIERCZK
FRANCES RODRIGUEZ, BEVERLY A. WOOLFORD, VALORIE SPATES, AKLIMA NOORHASSAN, PABLO GARCIA, and KEMAL BRKANOVIC

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY-FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of APRIL, 2022

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 30th day of August, 2022.

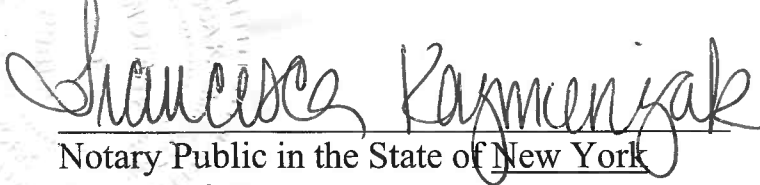
Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

ACKNOWLEDGEMENT BY SURETY AND PRINCIPAL

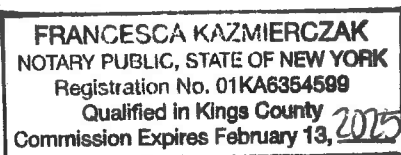
STATE OF NEW YORK
COUNTY OF KINGS

On this 30th day of August, 2022 before me, Francesca Kazmierczak a Notary Public, within and for said County and State, personally appeared Sandra Diaz to me personally known to be the Attorney-in-Fact of and for Carrier Corporation and Aklima Noorhassan to me personally known to be the Attorney-in-Fact of and for Swiss Re Corporate Solutions America Insurance Corportaion and acknowledged that they executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.


Notary Public in the State of New York

County of Kings





Address 2478 Peck Road
City of Industry, CA 90601
Phone (818) 652-2365
Fax (860) 998-7888
E-mail dan.marquez@carrier.com

Contact Name Ziad Mazboudi
Account City of Monterey Park
Phone (626) 532-2018
Site Address 320 W. Newmark Ave,
Monterey Park, CA 91754

Estimate Date 08/29/2022
Quote Number 00681276

Job Description: **Police Department - Replace (2) A/C Units**

Scope of Work

Furnish and install the following Air Conditioning Unit(s):
(1) Carrier Ductless Split System – 2.5 Ton
(1) Carrier Water Source Heat Pump – 5 Ton
All units will be reconnected to existing drain, water and refrigerant lines
New hose kit will be provided for water line (supply and return)
Note: Additional cost will be incurred if isolation valves do not hold
Connect new units to existing electrical
Connect new units to existing ductwork
Provide (2) new digital thermostats
Haul away old equipment
Provide start-up and verify operation
Warranty: 90 days labor and 1 year parts
Equipment Lead time: 14 – 16 weeks

Exclusions / Clarifications

Exclusions: Overtime labor, permits, plan check submittal and review, MES engineering, Architecture, air balance, roofing, electrical panel upgrades, fire life safety work, equipment screen modifications, temporary cooling equipment, ADA upgrades, hazardous waste disposal, Any upgrades of cosmetics to the interior or exterior of walls, painting and patching, ductwork, registers, thermostat wire, duct & register cleaning, ceiling tile removal and reinstallation.

Clarifications: The following items are included - Crane services, Payment and Performance bonds, Certified Payroll and Disposal of old units

Payment Terms: 30% upon approval, 30% upon equipment arrival (riggers yard), 30% rough completion and 10% punch walk completion / final

Schedule: All schedules to be approved by City of Monterey Park prior to commencement of any work.

Bonds: To be provided upon award of project.

Total Quoted Price

Total Price for Scope of Work including applicable taxes: \$22,574.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Dan Marquez

Carrier Commercial Service

Title

Customer Acceptance (signature)

Date

Purchase Order

This quote is valid for 30 days.

The attached Terms & Conditions shall govern.

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or

refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or

failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as

FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.**

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the

Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. ANTI-DISCRIMINATION POLICY – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:
https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

33. EQUIPMENT RENTALS – If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions – Rental, available at <https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/>, shall apply to the rental equipment.



Address 2478 Peck Road
City of Industry, CA 90601
Phone (818) 652-2365
Fax (860) 998-7888
E-mail dan.marquez@carrier.com

Contact Name Ziad Mazboudi
Account City of Monterey Park
Phone (626) 532-2018
Site Address 350 S. McPerrin Ave,
Monterey Park, CA 91754

Estimate Date 08/29/2022
Quote Number 00681223

Job Description: **Barnes Gym - Replace (6) A/C Units**

Scope of Work

Furnish and install the following Air Conditioning Unit(s):
(1) Carrier Roof Top A/C Unit – 3 Ton
(2) Carrier Roof Top A/C Unit – 5 Ton
(3) Carrier Roof Top A/C Unit – 6 Ton
All units will be reconnected to existing drain, gas and refrigerant lines
Connect new units to existing electrical with new service disconnects
Connect new units to existing ductwork (includes duct modifications)
Provide (6) new digital thermostats
Haul away old equipment
Provide start-up and verify operation
Warranty: 90 days labor and 1 year parts
Equipment Lead time:
3 and 5 Ton units are currently good in stock
6 Ton units currently have a 15 – 16 week lead time

Exclusions / Clarifications

Exclusions: Overtime labor, permits, plan check submittal and review, MES engineering, Architecture, air balance, roofing, electrical panel upgrades, fire life safety work, equipment screen modifications, temporary cooling equipment, ADA upgrades, hazardous waste disposal, Any upgrades of cosmetics to the interior or exterior of walls, painting and patching, ductwork, registers, thermostat wire, duct & register cleaning, ceiling tile removal and reinstallation.

Clarifications: The following items are included - Crane services, Payment and Performance bonds, Certified Payroll and Disposal of old units

Payment Terms: 30% upon approval, 30% upon equipment arrival (riggers yard), 30% rough completion and 10% punch walk completion / final

Schedule: All schedules to be approved by City of Monterey Park prior to commencement of any work.

Bonds: To be provided upon award of project.

Total Quoted Price

Total Price for Scope of Work including applicable taxes: \$128,588.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Dan Marquez

Carrier Commercial Service

Title

Customer Acceptance (signature)

Date

Purchase Order

This quote is valid for 30 days.

The attached Terms & Conditions shall govern.

CARRIER CORPORATION
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24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.**

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the

Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. ANTI-DISCRIMINATION POLICY – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:
https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

33. EQUIPMENT RENTALS – If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions – Rental, available at <https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/>, shall apply to the rental equipment.



Address 2478 Peck Road
City of Industry, CA 90601
Phone (818) 652-2365
Fax (860) 998-7888
E-mail dan.marquez@carrier.com

Contact Name Ziad Mazboudi
Account City of Monterey Park
Phone (626) 532-2018
Site Address 700 El Mercado Ave,
Monterey Park, CA 91754

Estimate Date 08/29/2022
Quote Number 00681291

Job Description: **Chamber of Commerce - Replace (1) A/C Unit**

Scope of Work

Furnish and install the following Air Conditioning Unit(s):
(1) Carrier A/C Unit – 5 Ton
New unit to be reconnected to existing drain and gas line
Connect new unit to existing electrical with new service disconnect
Connect new unit to existing ductwork
Provide (1) new digital thermostat
Haul away old equipment
Provide start-up and verify operation
Warranty: 90 days labor and 1 year parts
Equipment Lead time: currently good in stock

Exclusions / Clarifications

Exclusions: Overtime labor, permits, plan check submittal and review, MES engineering, Architecture, air balance, roofing, electrical panel upgrades, fire life safety work, equipment screen modifications, temporary cooling equipment, ADA upgrades, hazardous waste disposal, Any upgrades of cosmetics to the interior or exterior of walls, painting and patching, ductwork, registers, thermostat wire, duct & register cleaning, ceiling tile removal and reinstallation.

Clarifications: The following items are included - Crane services, Payment and Performance bonds, Certified Payroll and Disposal of old units

Payment Terms: 30% upon approval, 30% upon equipment arrival (riggers yard), 30% rough completion and 10% punch walk completion / final

Schedule: All schedules to be approved by City of Monterey Park prior to commencement of any work.

Bonds: To be provided upon award of project.

Total Quoted Price

Total Price for Scope of Work including applicable taxes: \$13,127.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Dan Marquez

Carrier Commercial Service

Title

Customer Acceptance (signature)

Date

Purchase Order

This quote is valid for 30 days.

The attached Terms & Conditions shall govern.

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or

refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or

failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as

FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

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Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

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31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. ANTI-DISCRIMINATION POLICY – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:
https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

33. EQUIPMENT RENTALS – If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions – Rental, available at <https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/>, shall apply to the rental equipment.



Address 2478 Peck Road
City of Industry, CA 90601
Phone (818) 652-2365
Fax (860) 998-7888
E-mail dan.marquez@carrier.com

Contact Name Ziad Mazboudi
Account City of Monterey Park
Phone (626) 532-2018
Site Address 318 S. Ramona Ave,
Monterey Park, CA 91754

Estimate Date 08/29/2022
Quote Number 00681284

Job Description: **Library - Replace (2) A/C Units**

Scope of Work

Furnish and install the following Air Conditioning Unit(s):
(1) Data Aire Split System – Like for Like Tonnage
(1) Carrier A/C Unit – 6 Ton
All units will be reconnected to existing drain, gas and refrigerant lines
Connect new units to existing electrical with new service disconnects
Connect new units to existing ductwork
Provide (2) new digital thermostats
Haul away old equipment
Provide start-up and verify operation
Warranty: 90 days labor and 1 year parts
Equipment Lead time:
Data Aire: 13 – 15 weeks
Carrier Unit: 14 – 16 weeks

Exclusions / Clarifications

Exclusions: Overtime labor, permits, plan check submittal and review, MES engineering, Architecture, air balance, roofing, electrical panel upgrades, fire life safety work, equipment screen modifications, temporary cooling equipment, ADA upgrades, hazardous waste disposal, Any upgrades of cosmetics to the interior or exterior of walls, painting and patching, ductwork, registers, thermostat wire, duct & register cleaning, ceiling tile removal and reinstallation.

Clarifications: The following items are included - Crane services, Payment and Performance bonds, Certified Payroll and Disposal of old units

Payment Terms: 30% upon approval, 30% upon equipment arrival (riggers yard), 30% rough completion and 10% punch walk completion / final

Schedule: All schedules to be approved by City of Monterey Park prior to commencement of any work.

Bonds: To be provided upon award of project.

Total Quoted Price

Total Price for Scope of Work including applicable taxes: \$53,432.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Dan Marquez

Carrier Commercial Service

Title

Customer Acceptance (signature)

Date

Purchase Order

This quote is valid for 30 days.

The attached Terms & Conditions shall govern.

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or

refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or

failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

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12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

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15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

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21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as

FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.**

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the

Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. ANTI-DISCRIMINATION POLICY – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:
https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

33. EQUIPMENT RENTALS – If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions – Rental, available at <https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/>, shall apply to the rental equipment.



Address 2478 Peck Road
City of Industry, CA 90601
Phone (818) 652-2365
Fax (860) 998-7888
E-mail dan.marquez@carrier.com

Contact Name Ziad Mazboudi
Account City of Monterey Park
Phone (626) 532-2018
Site Address 440 S. McPerrin Ave,
Monterey Park, CA 91754

Estimate Date 08/29/2022
Quote Number 00679047

Job Description: **City Service Club - Replace (2) A/C Units**

Scope of Work

Furnish and install the following Air Conditioning Unit(s):
(2) Carrier Roof Top A/C Unit – 5 Ton
All units will be reconnected to existing drain, gas and refrigerant lines
Connect new units to existing electrical with new service disconnects
Connect new units to existing ductwork (with adapter curb)
Furnish and install smoke detectors for each unit
Note: should smoke be detected, smoke detectors will shut down A/C unit operation only. Smoke detectors will not be wired to a FLS panel.
Provide (2) new digital thermostats
Haul away old equipment
Provide start-up and verify operation
Warranty: 90 days labor and 1 year parts
Equipment lead time: currently in stock
Curb adapters and smoke detectors: 3 – 4 weeks
Economizers: 23 – 24 weeks

Exclusions / Clarifications

Exclusions: Overtime labor, permits, plan check submittal and review, MES engineering, Architecture, air balance, roofing, electrical panel upgrades, fire life safety work, equipment screen modifications, temporary cooling equipment, ADA upgrades, hazardous waste disposal, any upgrades of cosmetics to the interior or exterior of walls, painting and patching, ductwork, registers, thermostat wire, duct & register cleaning, ceiling tile removal and reinstallation.

Clarifications: The following items are included - Crane services, Payment and Performance bonds, Certified Payroll and Disposal of old units

Payment Terms: 30% upon approval, 30% upon equipment arrival (riggers yard), 30% rough completion and 10% punch walk completion / final

Schedule: All schedules to be approved by City of Monterey Park prior to commencement of any work.

Bonds: To be provided upon award of project.

Total Quoted Price

Total Price for Scope of Work including applicable taxes: \$31,513.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Dan Marquez

Carrier Commercial Service

Title

Customer Acceptance (signature)

Date

Purchase Order

This quote is valid for 30 days.

The attached Terms & Conditions shall govern.

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or

refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

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https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

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Address 2478 Peck Road
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Phone (818) 652-2365
Fax (860) 998-7888
E-mail dan.marquez@carrier.com

Contact Name Ziad Mazboudi
Account City of Monterey Park
Phone (626) 532-2018
Site Address 751 S. Alhambra Ave,
Monterey Park, CA 91755

Estimate Date 08/29/2022
Quote Number 00679045

Job Description: **City Water Division - Replace (1) Heat Pump Split System**

Scope of Work

Furnish and install the following Air Conditioning Unit(s):
(1) Carrier Heat Pump unit – 4 Ton
New unit to be reconnected to existing drain, gas and refrigerant lines
Connect new unit to existing electrical with new service disconnects
Connect new unit to existing ductwork
Provide (1) new digital thermostat
Haul away old equipment
Provide start-up and verify operation
Warranty: 90 days labor and 1 year parts
Equipment lead time: currently in stock (6)

Exclusions / Clarifications

Exclusions: Overtime labor, permits, plan check submittal and review, MES engineering, Architecture, air balance, roofing, electrical panel upgrades, fire life safety work, equipment screen modifications, temporary cooling equipment, ADA upgrades, hazardous waste disposal, Any upgrades of cosmetics to the interior or exterior of walls, painting and patching, ductwork, registers, thermostat wire, duct & register cleaning, ceiling tile removal and reinstallation.

Clarifications: The following items are included - Crane services, Payment and Performance bonds, Certified Payroll and Disposal of old units

Payment Terms: 30% upon approval, 30% upon equipment arrival (riggers yard), 30% rough completion and 10% punch walk completion / final

Schedule: All schedules to be approved by City of Monterey Park prior to commencement of any work.

Bonds: To be provided upon award of project.

Total Quoted Price

Total Price for Scope of Work including applicable taxes: \$19,532.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Dan Marquez

Carrier Commercial Service

Title

Customer Acceptance (signature)

Date

Purchase Order

This quote is valid for 30 days.

The attached Terms & Conditions shall govern.

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or

refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or

failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as

FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.**

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the

Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. ANTI-DISCRIMINATION POLICY – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:
https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

33. EQUIPMENT RENTALS – If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions – Rental, available at <https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/>, shall apply to the rental equipment.



Address 2478 Peck Road
City of Industry, CA 90601
Phone (818) 652-2365
Fax (860) 998-7888
E-mail dan.marquez@carrier.com

Contact Name Ziad Mazboudi
Account City of Monterey Park
Phone (626) 532-2018
Site Address 751 S. Alhambra Ave,
Monterey Park, CA 91755

Estimate Date 08/29/2022
Quote Number 00679042

Job Description: **Facilities and Maintenance - Replace (4) A/C Units**

Scope of Work

Furnish and install the following Air Conditioning Unit(s):
(1) Ductless Split System – 1.5 Ton
(1) Carrier Roof Top A/C Unit – 2 Ton
(1) Carrier Heat Pump unit – 1.5 Ton
(1) Carrier Gas/Electric Split System – 3 Ton
All units will be reconnected to existing drain, gas and refrigerant lines
Connect new units to existing electrical with new service disconnects
Connect new units to existing ductwork
Provide (4) new digital thermostats
Haul away old equipment
Provide start-up and verify operation
Warranty: 90 days labor and 1 year parts
Equipment Lead time: currently good in stock

Exclusions / Clarifications

Exclusions: Overtime labor, permits, plan check submittal and review, MES engineering, Architecture, air balance, roofing, electrical panel upgrades, fire life safety work, equipment screen modifications, temporary cooling equipment, ADA upgrades, hazardous waste disposal, Any upgrades of cosmetics to the interior or exterior of walls, painting and patching, ductwork, registers, thermostat wire, duct & register cleaning, ceiling tile removal and reinstallation.

Clarifications: The following items are included - Crane services, Payment and Performance bonds, Certified Payroll and Disposal of old units

Payment Terms: 30% upon approval, 30% upon equipment arrival (riggers yard), 30% rough completion and 10% punch walk completion / final

Schedule: All schedules to be approved by City of Monterey Park prior to commencement of any work.

Bonds: To be provided upon award of project

Total Quoted Price

Total Price for Scope of Work including applicable taxes: \$40,626.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Dan Marquez

Carrier Commercial Service

Title

Customer Acceptance (signature)

Date

Purchase Order

This quote is valid for 30 days.

The attached Terms & Conditions shall govern.

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

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4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

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refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

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failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

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Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

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17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as

FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

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25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.**

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Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

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31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. ANTI-DISCRIMINATION POLICY – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:
https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

33. EQUIPMENT RENTALS – If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions – Rental, available at <https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/>, shall apply to the rental equipment.



Address 2478 Peck Road
City of Industry, CA 90601
Phone (818) 652-2365
Fax (860) 998-7888
E-mail dan.marquez@carrier.com

Contact Name Ziad Mazboudi
Account City of Monterey Park
Phone (626) 532-2018
Site Address 350 W. Newmark Ave,
Monterey Park, CA 91754

Estimate Date 08/29/2022
Quote Number 00681231

Job Description: **Fire Station HQ - Replace (1) A/C Unit**

Scope of Work

Furnish and install the following Air Conditioning Unit(s):

(1) Carrier Roof Top A/C Unit – 5 Ton

New unit to be reconnected to existing drain, gas and refrigerant lines

Connect new unit to existing electrical with new service disconnects

Connect new unit to existing ductwork

Install new economizer

Furnish and install smoke detector

Note: should smoke be detected, smoke detector will shut down A/C unit operation only. Smoke detector will not be wired to a FLS panel.

Provide (1) new digital thermostat

Haul away old equipment

Provide start-up and verify operation

Warranty: 90 days labor and 1 year parts

Equipment Lead time: currently 15 – 16 weeks

Exclusions / Clarifications

Exclusions: Overtime labor, permits, plan check submittal and review, MES engineering, Architecture, air balance, roofing, electrical panel upgrades, fire life safety work, equipment screen modifications, temporary cooling equipment, ADA upgrades, hazardous waste disposal, Any upgrades of cosmetics to the interior or exterior of walls, painting and patching, ductwork, registers, thermostat wire, duct & register cleaning, ceiling tile removal and reinstallation.

Clarifications: The following items are included - Crane services, Payment and Performance bonds, Certified Payroll and Disposal of old units

Payment Terms: 30% upon approval, 30% upon equipment arrival (riggers yard), 30% rough completion and 10% punch walk completion / final

Schedule: All schedules to be approved by City of Monterey Park prior to commencement of any work.

Bonds: To be provided upon award of project.

Total Quoted Price

Total Price for Scope of Work including applicable taxes: \$15,406.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Dan Marquez

Carrier Commercial Service

Title

Customer Acceptance (signature)

Date

Purchase Order

This quote is valid for 30 days.

The attached Terms & Conditions shall govern.

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or

refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or

failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

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Contractor Information

Legal Entity Name

CARRIER CORPORATION

Legal Entity Type

Corporation

Status

Active

Registration Number

1000017325

Registration effective date

07/01/22

Registration expiration date

06/30/23

Mailing Address

5900 Northwoods Business Parkway Suite B Charlotte 28269...

Physical Address

2478 PECK RD. CITY OF INDUSTRY 90601 CA United States o...

Email Address

cls-blms@wolterskluwer.com

Trade Name/DBA

CARRIER CORPORATION

License Number (s)

CSLB:499642

CSLB:499642

Registration History

Effective Date	Expiration
05/08/18	06/30/19
05/03/17	06/30/18
05/05/16	06/30/17
07/20/15	06/30/16
03/30/15	06/30/15
07/01/19	06/30/20
07/01/20	06/30/22
07/01/22	06/30/23

Legal Entity Information

Corporation Entity Number:

C0922837

Federal Employment Identification Number:
President Name:

Christopher Nelson

Vice President Name:
Treasurer Name:

Patrick Goris

Secretary Name:

Will Langston

CEO Name:
Agency for Service:
Agent of Service Name:

CT Corporation System

Agent of Service Mailing Address:

330 North Brand Blvd., Suite 700 Glendale

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

No

Please provide your current worker's compensation insurance information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier

Policy Holder Name:

Insurance Carrier:

Policy Number:

Inception date:

Expiration Date:

CARRIER (

AIU Insur

05824006

12/01/20

12/01/22



City Council Staff Report

DATE: September 7, 2022

AGENDA ITEM NO: New Business - 5A

TO: The Honorable Mayor and City Council
FROM: Steve Sizemore, Interim Director of Community Development
SUBJECT: Inclusionary Housing Ordinance Discussion Item

RECOMMENDATION:

It is recommended that the City Council:

1. Receive and file this report;
2. Provide feedback and direction to staff on potential standards and issues to consider when drafting an inclusionary housing ordinance; and
3. Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

Inclusionary housing ordinances are adopted by cities to encourage the production of affordable units in new housing developments. This is accomplished by two methods, or a combination of methods: (1) require actual construction of affordable units; and/or (2) pay an in-lieu fee to the city that is commensurate with the cost of a new unit. For option #2, fees are usually consolidated into an affordable housing trust fund. Those monies may then be leveraged by the city to help pay for affordable housing in other projects. The in-lieu fee is generally calculated based upon the difference in price between an affordable housing unit and the sell price of a market rate unit. The Housing Element for the City of Monterey Park requires that the City Council consider an inclusionary housing ordinance before the end of this year.

BACKGROUND:

The City adopted the 2021-2029 Housing Element of the General Plan on January 19, 2022. As part of on-going efforts to address housing for all income levels, the Housing Element contained a program for the City to develop an inclusionary housing program that provides a balance between facilitating market-rate residential development and promoting affordable housing through a mixture of actual development (e.g., constructing affordable housing as part of a market-rate residential development) and in-lieu fees that can provide financial incentives for affordable housing developers. This discussion item is intended to enable the City Council to offer direction to staff to craft an inclusionary housing ordinance that is suited to the City's needs.

Staff is bringing forward options that will help tailor the ordinance to the Monterey Park community to have an effective inclusionary housing program. The presentation will outline various options related to the ordinance which will be discussed, and then presented in ordinance form to the Planning Commission and City Council for final approval. Upon approval by the City Council, the inclusionary housing ordinance will become effective 30 days after adoption.

FISCAL IMPACT:

None, staff time and resources will be absorbed into the Department Budget.

Respectfully submitted by:



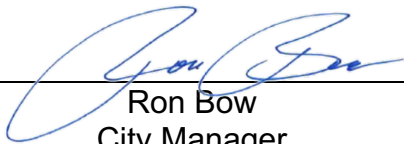
Steve Sizemore
Interim Director of Community
Development

Prepared by:



Jessica Serrano,
Planning Manager

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney