

**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
July 5, 2023
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.

LAND ACKNOWLEDGMENT

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

GENERAL INFORMATION

Documents related to an Agenda item are available to the public in the City Clerk's Office located at 320 West Newmark Avenue, Monterey Park, CA 91754, during normal business hours and 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	Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong, Yvonne Yiu

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

• CITY MANAGER COMMUNICATION

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:

- Library
- Police Department
- Public Work
- Recreation and Community Services

[1.] PRESENTATION

1-A. MONTEREY PARK COMMUNITY HEALING FUND UPDATE

1-B. DEVELOPMENT PROJECT UPDATE

1-C. U.S. SMALL BUSINESS ADMINISTRATION (SBA) ECONOMIC INJURY DISASTER LOAN (EIDL) PROGRAM UPDATE

[2.] OLD BUSINESS

2-A. SAN GABRIEL VALLEY REGIONAL HOUSING TRUST ("SGVRHT") MEMBERSHIP

It is recommended that the City Council consider:

- (1) Providing staff direction regarding the City Council's desire to join the SGVRHT and at what membership type, affiliate membership or full membership;
- (2) If desirable:
 - a. Authorize the City Manager to prepare a letter to join the SGVRHT as an affiliate member, with no access to project funding, for amount of \$12,042.14 for the first year and thereafter, an ongoing annual fee of \$3,042.14 plus annual Consumer Price Index ("CPI") increase; **OR**
 - b. Authorize the City Manager to execute an agreement with SGVRHT, in a form approved by the City Attorney, to join the SGVRHT as a full member, with access to project funding, for amount of \$24,210.68 for the first year and thereafter, an ongoing annual fee of \$15,210.68 plus annual CPI increase; **AND**
 - c. Budget amendment appropriating funds from the General Fund to cover annual costs for the selected membership level; and
- (3) Taking such additional, related, action that may be desirable.

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

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

3-A. GOODVIEWS ABATEMENT PROJECT (GAP) NOTICE OF COMPLETION; TERMINATION OF LOCAL EMERGENCY GOVERNING THE GAP

It is recommended that the City Council consider:

- (1) Receiving and filing the notice of completion for the GAP
- (2) Adopting a resolution terminating the local emergency governing the GAP; and
- (3) Taking such additional, related, action that may be desirable.

3-B. ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ADJUSTING THE SALARIES AND BENEFITS FOR EXECUTIVE MANAGEMENT

It is recommended that the City Council consider:

- (1) Adopting the attached resolution adjusting the salaries and benefits for the Executive Management Employees;
- (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, 2023 TO JUNE 30, 2025

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 corporals and police officers in the Monterey Park Police Department;
- (2) Taking such additional, related, action that may be desirable.

3-D. PROFESSIONAL SERVICES AMENDMENT WITH HF&H CONSULTANTS, LLC FOR WATER, WASTEWATER, AND SOLID WASTE RATE STUDIES

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to execute an amendment with HF&H Consultants, LLC in a form approved by the City Attorney; to conduct a proposition 218 utility rate study for an additional amount of \$291,500 and extend the term of the amendment through December 31, 2024;
- (2) Appropriating \$190,700 from Refuse Fund (421) to the FY 2023-24 Budget; and
- (3) Taking such additional, related, action that may be desirable.

3-E. 2020 URBAN AREAS SECURITY INITIATIVE (UASI) PROGRAM - CONTINGENCY FUNDS UPDATE

It is recommended that the City Council consider:

- (1) Receiving and filing report; and
- (2) Taking such additional, related, action that may be desirable.

3-F. 2020 STATE HOMELAND SECURITY GRANT PROGRAM – COST SAVINGS PROJECTS

It is recommended that the City Council consider:

- (1) Receiving and filing a report; and
- (2) Taking such additional, related, action that may be desirable.

3-G. STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT GRANT YEAR 2022 – AWARD OF AGREEMENT

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to execute an agreement, in a form approved by the City Attorney, with the County of Los Angeles for an amount not to exceed \$230,000 for the State Homeland Security Program Grant Year 2022 (SHSP 2022); and
- (2) Taking such additional, related, action that may be desirable.

3-H. CANNABIS TAX FUND GRANT PROGRAM (CTFGP) FUNDING FOR FISCAL YEAR 2023/2024

It is recommended that the City Council consider:

- (1) Accepting grant funds and authorize the City Manager, or designee, to execute an agreement, in a form approved by the City Attorney, with the Department of California Highway Patrol (CHP) in the amount of \$184,010.89 for the Cannabis Tax Fund Grant Program (CTFGP);
- (2) Adopting a Resolution authorizing the City Manager, or designee, to receive and appropriate grant funds in fiscal year 2023-24, and execute an agreement, in a form approved by the City Attorney, with the CHP in the amount of \$184,010.89 for the CTFGP; and
- (3) Taking such additional, related, action that may be desirable.

3-I. A RESOLUTION DECLARING THE MONTH OF JULY AS “PARKS MAKE LIFE BETTER” MONTH IN THE CITY OF MONTEREY PARK

It is recommended that the City Council consider:

- (1) Adopting a Resolution declaring the month of July as “Parks Make Life Better” Month in the City of Monterey Park; and
- (2) Taking such additional, related, action that may be desirable.

3-J. AUTHORIZE PURCHASE OF TRANSIT VANS FOR DIAL-A-RIDE PROGRAM

It is recommended that the City Council consider:

- (1) Waiving the bidding requirements pursuant to Monterey Park Municipal Code Section 3.20.050(4) and authorizing the City Manager to execute a contract with Creative Bus Sales, in a form approved by the City Attorney, not to exceed \$170,797.58 for the purchase of two Class V – MobilityTRANS V350 transit vans for the City’s Dial-a-Ride program; and
- (2) Taking such additional, related, action that may be desirable.

3-K. BARNES PARK AMPHITHEATER SEATING UPGRADES

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to purchase seating materials in the amount of \$75,816.41 from Irwin Seating Company;
- (2) Authorizing the City Manager to execute a Public Works contract, in a form approved by the City Attorney, with Irwin Seating Company for installation of new seating in the amount of \$17,906.25; and
- (3) Taking such additional, related, action that may be desirable.

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).

[4.] PUBLIC HEARING

4-A. PUBLIC HEARING AND APPROVAL OF THE 2023-2024 ANNUAL ACTION PLAN AS REQUIRED BY THE COMMUNITY DEVELOPMENT BLOCK GRANT, AND HOME INVESTMENT PARTNERSHIPS PROGRAMS

It is recommended that the City Council consider:

- (1) Opening the public hearing to receive testimonial and documentary evidence;
- (2) Approving the One-year Action Plan (Action Plan) for Fiscal Year 2023-2024 for the Community Development Block Grant ("CDBG"), and HOME Investment Partnerships ("HOME") Programs
- (3) Directing staff to prepare and transmit the final documents to the U.S. Department of Housing and Urban Development ("HUD");
- (4) Authorizing the City Manager, or his designee, to take all actions necessary or desirable to implement the Annual Action Plan, and Subrecipient Agreements; and
- (5) Taking such additional, related, action that may be desirable.

[5.] NEW BUSINESS

5-A. CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT WITH ASSISTANT CITY MANAGER INEZ ALVAREZ, IN A FORM APPROVED BY THE CITY ATTORNEY, TO PERFORM AS THE INTERIM CITY MANAGER. FISCAL IMPACTS INCLUDE (1) AN APPROVED 5% INCREASE IN BASE COMPENSATION FOR A TOTAL OF \$230,766 BEGINNING JULY 8, 2023 DURING THE TERM OF THE AGREEMENT; AND (3) THE FRINGE BENEFITS ACCORDED THE ASSISTANT CITY MANAGER VIA RESOLUTION NO. XXX, ADOPTED JULY 5, 2023

It is recommended that the City Council consider:

- (1) Authorize the Mayor to execute a contract with Ms. Inez Alvarez in a form approved by the City Attorney; and
- (2) Taking such additional, related, action that may be desirable.

[6.] CITY COMMUNICATIONS (CITY COUNCIL)

6-A. A RESOLUTION OF APPRECIATION TO HONOR RON BOW FOR HIS YEARS OF OUTSTANDING PUBLIC SERVICE TO THE CITY OF MONTEREY PARK

It is recommended that the City Council consider:

- (1) Adopting a Resolution of Appreciation to honor Ron Bow for his years of outstanding public service to the city of Monterey Park; and
- (2) Taking such additional, related, action that may be desirable.

[7.] FUTURE AGENDA ITEMS

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

ADJOURN



City Council Staff Report

DATE: July 5, 2023

AGENDA ITEM NO: Old Business - 2A

TO: The Honorable Mayor and City Council
FROM: Jessica Serrano, Director of Community Development
SUBJECT: San Gabriel Valley Regional Housing Trust ("SGVRHT") Membership

RECOMMENDATION:

It is recommended that the City Council consider:

1. Providing staff direction regarding the City Council's desire to join the SGVRHT and at what membership type, affiliate membership or full membership;
2. If desirable:
 - a. Authorize the City Manager to prepare a letter to join the SGVRHT as an affiliate member, with no access to project funding, for amount of \$12,042.14 for the first year and thereafter, an ongoing annual fee of \$3,042.14 plus annual Consumer Price Index ("CPI") increase; **OR**
 - b. Authorize the City Manager to execute an agreement with SGVRHT, in a form approved by the City Attorney, to join the SGVRHT as a full member, with access to project funding, for amount of \$24,210.68 for the first year and thereafter, an ongoing annual fee of \$15,210.68 plus annual CPI increase; **AND**
 - c. Budget amendment appropriating funds from the General Fund to cover annual costs for the selected membership level; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On April 5, 2023, the City Council received a presentation from the San Gabriel Valley Regional Housing Trust. City Council gave direction to research the process for joining the SGVRHT.

There are two types of membership types that are available, including affiliate membership, which does not allow access to project funding, and full membership, which allows access to project funding and other benefits.

The City Council should consider the following:

1. Whether the City Council would like to join the SGVRHT; and
2. If so, at what membership level?

Should the City Council decide to authorize the City Manager to join the SGVRHT, the City Council would also need to authorize a budget amendment appropriating funds from the General Fund to cover annual costs for the selected membership level.

BACKGROUND:

On April 5, 2023, the City Council received a presentation from Brielle Salazar, Regional Housing Trust Manager, from the San Gabriel Valley Regional Housing Trust. The presentation from this meeting is included in Attachment A. City Council provided staff direction to research the process for joining the SGVRHT.

SGVRHT Membership Levels:

The SGVRHT has 2 membership levels outlined below:

1. Affiliate membership:
 - a. Cost:
 - i. first year: \$12,042.14;
 - ii. ongoing annual fee: \$3,042.14 + Consumer Price Index (CPI);
 - b. Benefits: supports for affordable housing within the San Gabriel Valley and has access to technical resources, but not eligible for a seat on the Board of Directors for the SGVRHT and cannot receive project funding; and
 - c. Process for joining: Letter from City requesting to join as an affiliate member on City letterhead.
2. Full membership:
 - a. Cost: first year:
 - i. \$24,210.68;
 - ii. ongoing annual fee: \$15,210.68 + CPI;
 - b. Benefits: eligible to serve on Board of Directors and receive project funding, among others; and
 - c. Process for joining: Executing a Joint Powers Agreement (JPA) with the SGVRHT (see Attachment B – JPA template).

SGVRHT Programs/Services included in Full Membership:

The following summarizes the programs/services included in joining the SGVRHT as a full member:

- Provides gap funding to help finance planning and construction of affordable or homeless housing projects.
- Provides City with a tool to incentivize development of affordable or homeless units.
- SGVRHT Board of Directors review/approve projects and allocate funding based on readiness to proceed, which includes projects which are ready to start construction within 12 months.

- Provides access to funding sources that are not directly available to cities (i.e. Local Housing Trust Fund, State Budget Earmarks to SGVRHT).
- A revolving loan fund, which was initiated with a \$7.8 million fund, is available to affordable housing developers as short-term capital to help with acquisition, predevelopment and construction costs.
- SGVRHT programs support cities from beginning with technical assistance, though predevelopment with a revolving loan fund for acquisition and predevelopment capital, and through construction by providing permanent funding.

Funding for Fees:

At this time, staff continues to look for grant opportunities to assist with the membership fees but have been unable to identify grants to support this endeavor. Should the City Council decide to authorize the City Manager to join the SGVRHT, the City Council would also need to authorize a budget amendment appropriating funds from the General Fund to cover annual costs for the selected membership level.

For future consideration, the City Council will again consider an Inclusionary Housing Ordinance on August 16, 2023. If an in-lieu fee is determined to be an allowed alternative to providing affordable units, the City Council may consider adopting a Citywide fee associated with the Inclusionary Housing Ordinance. The City Council may elect to utilize monies collected through the Inclusionary Housing Ordinance in-lieu fee towards payment of the SGVRHT annual membership dues.

FISCAL IMPACT:

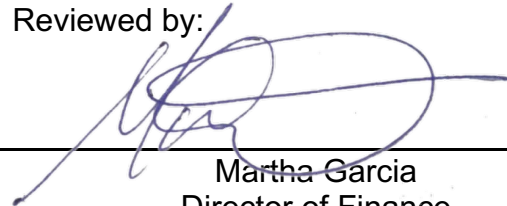
Should the City Council decide to authorize the City Manager to join the SGVRHT, the City Council would also need to authorize a budget amendment appropriating funds from the General Fund to cover annual costs for the selected membership level as follows: a) affiliate membership for amount of \$12,042.14 for the first year and thereafter, an ongoing annual fee of \$3,042.14 plus annual CPI increase; or 2) full membership, with access to project funding, for amount of \$24,210.68 for the first year and thereafter, an ongoing annual fee of \$15,210.68 plus annual CPI increase.

Respectfully submitted by:



Jessica Serrano
Director of Community
Development

Reviewed by:



Martha Garcia
Director of Finance

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENTS:

1. SGVRHT Presentation from April 2, 2023 City Council Meeting
2. SGVRHT Joint Powers Agreement Template

ATTACHMENT 1
SGVRHT Presentation from
April 2, 2023 City Council Meeting



SGVRHT Overview

March 2023



SGVRHT Structure

- ▶ The San Gabriel Valley Regional Housing Trust (SGVRHT) is a Joint Powers Authority formed by SB 751 (Rubio) to fund and finance the planning and construction of affordable and homeless housing projects.
- ▶ SGVRHT is able to receive and leverage public and private financing.
- ▶ 22 cities have joined the SGVRHT
- ▶ Member and affiliate member fees are charged annually and are used to cover the general operations of the SGVRHT including the Master Services Agreement (MSA) with SGVCOG

SGVRHT Board of Directors



Chair, Jed Leano,
City of Claremont



Vice Chair, Becky
Shevlin, City of
Monrovia



Gary Boyer, City
of Glendora



Adele Andrade-
Stadler, City of
Alhambra



Patty Cortez,
City of Covina



Emmanuel Estrada,
City of Baldwin Park



Margaret Finlay,
City of Duarte



Carol Averell,
Housing Expert



Benita DeFrank,
Housing Expert

Funding Sources

- ▶ Local Housing Trust Fund: Competitive 1:1 matching source for affordable housing development

	City	Funding Award	Units
2020	Claremont; Pomona	\$1 million	71
2021	Pomona; Alhambra	\$1.1 million	175
2022	TBD	\$1 million	TBD

- ▶ State Budget Earmarks sponsored by Senator Susan Rubio

	Award	Programs Funded
FY 2020	\$1 million	Pipeline
FY 2022	\$20 million	Revolving Loan Fund, Pipeline, Homeless Housing Pilot Programs
FY 2023	\$30 million	Revolving Loan Fund, Pipeline, Land Trust, Housing Innovation

- ▶ Community Project Funding Grants

	City	Funding Award	Units
FY 2022	Claremont	\$3 million	33
FY 2023	TBD	\$4 million	TBD

San Gabriel Valley Project Pipeline

- The San Gabriel Valley Project Pipeline serves as the first step to receiving a funding award from SGVRHT
- Projects must be located in a member city and have member city support
- Projects are added by completing the application available at sgvrht.org
- Currently there are 9 projects on the pipeline, totaling over 440 units
- Funding awards will be made based on the availability of funds and the requirements of available sources of funding



SGVRHT Pipeline Funding Awards

Award Type	City	Units	Funding Allocation
LHTF 2020	Claremont	15	\$554,750
LHTF 2020	Pomona	56	\$1,350,000
LHTF 2021	Alhambra	50	\$1,000,000
LHTF 2021	Pomona	125	\$1,000,000
FY 23 Federal Earmark	Claremont	32	\$3,000,000
State Budget Earmark	Baldwin Park	57	\$2,500,000
State Budget Earmark	El Monte	39	\$1,560,000
State Budget Earmark	Pomona	75	\$2,000,000
State Budget Earmark	Alhambra	44	\$1,760,000
State Budget Earmark	Montebello	63	\$1,700,000
State Budget Earmark	Montebello	81	\$2,500,000
State Budget Earmark	El Monte	53	\$1,687,807
TOTAL UNITS		690	\$20,612,557

Average per unit
investment:
\$29,873

Project Renderings



Revolving Loan Fund

- ▶ \$7.8M Fund for short term capital for loans for:
 - ▶ Acquisition
 - ▶ Predevelopment
 - ▶ Construction
- ▶ Loan proceeds and repayments will be available to lend to new projects in perpetuity
- ▶ Application is available at sgvrht.org
- ▶ To date, the RLF has funded two single family affordable home ownership projects:

Project	Applicant	Funded Amount	Units
Azusa - N. Angeleno Ave.	Habitat for Humanity	\$336,000	4
Baldwin Park - Torch Street	Habitat for Humanity	\$1,000,000	12
		\$1,336,000	16

Homeless Housing

SGVRHT provided Capital and Operational Funding to develop 3 sites totaling 105 beds of interim housing

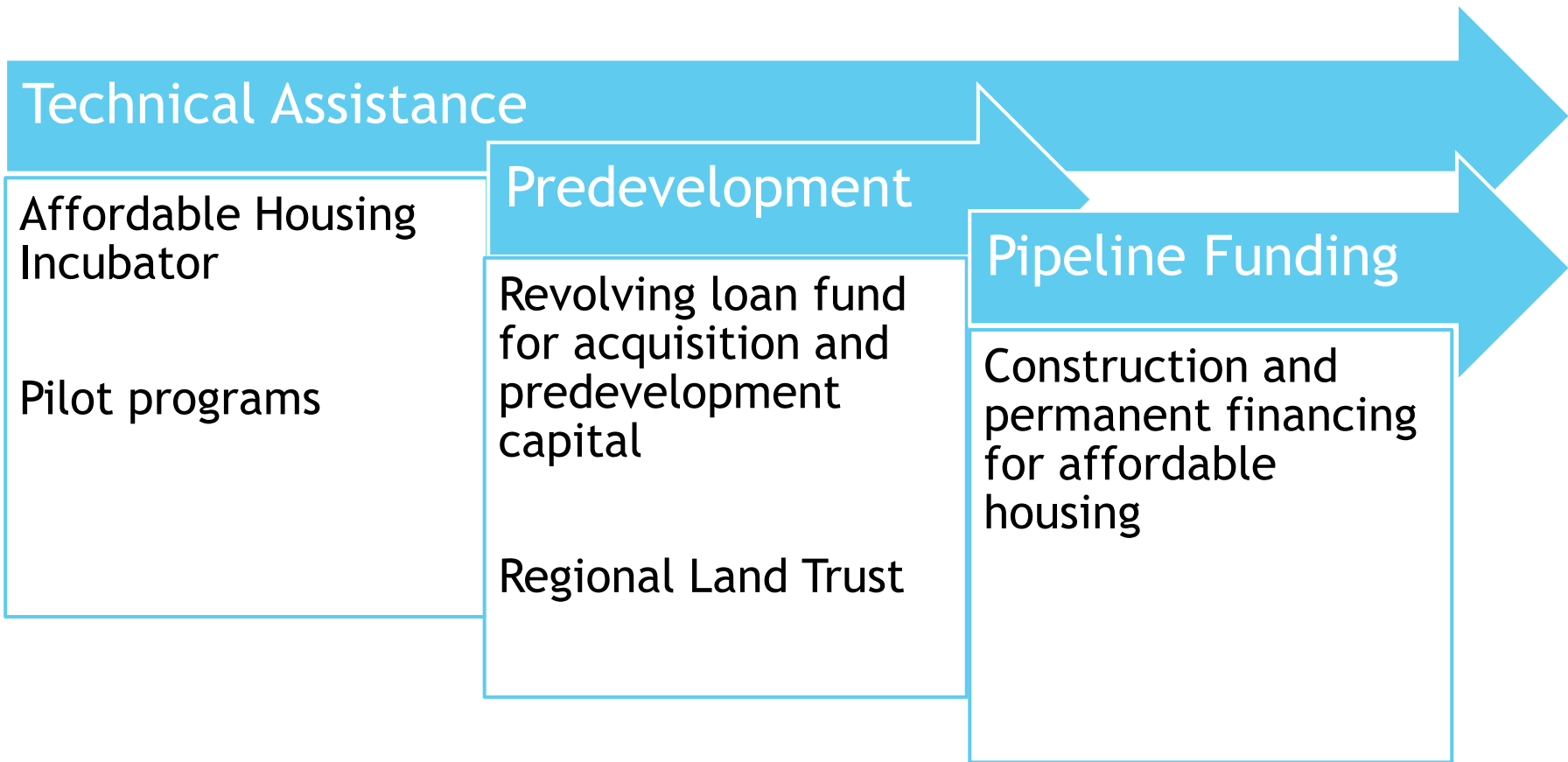
- Esperanza Villa- City of Baldwin Park
 - 25 units for individuals
- Operation Stay Safe- City of Montebello
 - 30 beds for individuals
- Serenity Homes- City of Baldwin Park
 - 16 units for families
- Technical assistance funding is available to evaluate potential sites



Affordable Housing Technical Assistance

- **Surplus land inventory:** Established an inventory of publicly and privately-owned sites that could potentially serve as sites for affordable and/or homeless housing
- **Land Trust Study:** The SGVRHT will form a 501c3 Regional Land Trust
- **Bond Study:** Evaluate the potential role of the SGVRHT as an issuer and develop an implementation plan
- **Affordable Housing Incubator:** Provide member cities with technical assistance in below disciplines:
 - Financial Analysis & Technical Support;
 - Real Estate & Land Acquisition Support;
 - Land Use and Environmental Analysis;
 - Public Outreach & Engagement; and
 - Grant Writing.

SGVRHT Project Support



Questions?

www.sgrvht.org

bsalazar@sgrvht.org

ATTACHMENT 2

SGVRHT Joint Powers Agreement Template

THE SAN GABRIEL VALLEY REGIONAL HOUSING
TRUST JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is made this 19th day of February 2020 (the "Effective Date"), by and between the public agencies listed in the attached Exhibit "A" (hereafter, individually, a "Party" and collectively, the "Parties").

RECITALS

- A. The Parties are authorized to take such actions that promote the public health, safety and welfare of residents.
- B. The Parties acknowledge that a shortage of affordable housing exists as a result of various causes.
- C. The Parties are committed to providing additional housing opportunities and reducing homelessness in a coordinated and comprehensive manner.
- D. The Parties acknowledge that an adequate supply of housing will provide social and economic benefits to residents and taxpayers of each Party.
- E. Each Party has the individual power to fund the planning and construction of affordable housing projects within its jurisdictional boundaries and to carry out all of the purposes of this Agreement.
- F. The Parties find it in their mutual interest to enter into this Agreement to provide a coordinated response to addressing shortages in workforce housing, affordable housing, and supportive housing in the San Gabriel Valley.
- G. California Government Code sections 6500 et seq. ("Joint Exercise of Powers Act" or "Act") permits two or more public agencies to create a joint powers authority for the purposes cited herein, and permits such agencies to exercise jointly any power that the public agencies could exercise separately.

H. California Government Code section 6539.6 authorizes the County of Los Angeles and any of the cities within the jurisdiction of the San Gabriel Valley Council of Governments to create a joint powers agency known as the San Gabriel Valley Regional Housing Trust ("SGVRHT"), which may do any of the following:

1. fund the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing;
2. receive public and private financing and funds; and
3. authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by SGVRHT.

I. The Parties are establishing the SGVRHT to promote public-private partnerships, nonprofit collaborations, and community building to maximize sources of public and private funds, when available, to efficiently accelerate housing for homeless, low, very low and extremely low-income individuals and families.

J. This Agreement shall not in any way be interpreted to limit any Party's authority over land-use decisions within their respective jurisdictions, including, but not limited to, whether any project or program supported by SGVRHT is to be implemented within such Party's jurisdiction.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

Section 1. Creation and Purpose.

- a) Creation of SGVRHT. Pursuant to the Joint Exercise of Powers Act, including Section 6539.6 of the Government Code, there is hereby created a public entity to be known as the "San Gabriel Valley Regional Housing Trust." SGVRHT shall be a public entity separate and apart from the Parties, and shall administer this Agreement.

- b) Purpose. This Agreement is made pursuant to the Joint Exercise of Powers Act for the purpose of creating SGVRHT as a public entity separate from the Parties to: (i) exercise common powers with respect to providing funding for the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; and (ii) receive public and private financing and funds. The purpose of this Agreement shall be accomplished and common powers exercised in the manner set forth in the Agreement. Nothing contained in this Agreement shall preclude any Party from establishing, maintaining or providing social programs or services to its respective residents as it deems proper and necessary.

Section 2. Term and Termination.

- a) Term. This Agreement shall become effective, and SGVRHT shall come into existence, on the Effective Date, which date shall be the date upon which this Agreement has been approved by four eligible members, and this Agreement shall thereafter continue in full force and effect until terminated pursuant to subdivision (b) of this section.
- b) Termination. This Agreement may be terminated by agreement of a majority of the Parties, but shall remain in full force and effect until all bonds or SGVRHT liabilities have been paid. Upon such liabilities being paid, the assets of SGVRHT shall be distributed to the Parties in proportion to the contributions of each Party to SGVRHT and the amounts paid by, each Party in connection with SGVRHT's activities.

Section 3. Powers and Duties of SGVRHT.

- a) General Powers. SGVRHT shall have all the powers common to the Parties to this Agreement necessary or convenient, specified or implied, to accomplish the purpose of this Agreement as set forth in Section 1, subject to the restrictions set forth in Section 3, subdivision (c) below. Said powers shall be exercised in the manner provided in the Joint Exercise of Powers Act, including without limitation all powers set forth in Government Code section 6539.6, and, except as expressly

set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the City of West Covina, a general city.

b) Specific Powers. Without limiting the generality of the powers conferred in subdivision (a) of this Section 3, SGVRHT is hereby authorized, in its own name, to do all of the acts necessary or convenient to the accomplishment of the purposes of this Agreement and the full exercise of the powers conferred in subdivision (a) of this Section 3, including but not limited to the following:

1. to make and enter into contracts;
2. to contract for staff assistance, including, but not limited to, contracting with other public agencies;
3. to sue and be sued in its own name;
4. to apply for, accept, receive and disburse grants, loans and other aids from any Federal, State or local program that is related to the purposes of this Agreement;
5. to invest any money in the treasury pursuant to Section 6505.5 of the Joint Exercise of Powers Act that is not required for the immediate necessities of SGVRHT, as SGVRHT determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;
6. to apply for letters of credit or other forms of financial guarantees in order to enter into agreements in connection therewith;
7. to incur and discharge debts, liabilities, and obligations, subject to the limitations provided in this Agreement and to the extent permitted under the law;
8. to issue and receive loans;
9. to engage the services of private consultants to render professional, financial and technical assistance and advice in carrying out the purposes of this Agreement;
10. to employ and compensate legal counsel, including bond counsel, determined appropriate by SGVRHT in the accomplishment of the purposes of this Agreement;
11. to contract for engineering, construction, architectural, accounting,

environmental, land use, or other services determined necessary or convenient by SGVRHT in connection with the accomplishment of the purposes of this Agreement;

12. for the purposes of enforcing affordable housing covenants or holding security interests for loans, to take title to, and transfer, sell by installment sale or otherwise, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which SGVRHT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
13. for the purposes of renting space for SGVRHT to operate, to lease to, and to lease from, a Party or any other person or entity lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which SGVRHT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
14. to solicit charitable contributions from private sources;
15. to acquire, hold, or dispose of property, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities;
16. to partner with Parties on funding solicitations and other opportunities for the purposes set forth in this Agreement, including but not limited to jointly exercising powers with a Party pursuant to the Joint Exercise of Powers Act;
17. to the extent not herein specifically provided for, to exercise any powers in the manner and according to methods provided under the laws applicable to the SGVRHT; and
18. to carry out and enforce all the provisions of this Agreement in compliance with the Joint Exercise of Powers Act.

c) Limitation on Powers. This Agreement does not authorize SGVRHT do any of the following:

1. regulate land use within the jurisdiction of any of the Parties;

2. levy, or advocate or incentivize the levying of, any land use exaction such as an impact fee, charge, dedication, reservation or tax assessment, as a condition of approving the funding for or approval of, a development project;
3. require inclusionary zoning requirements;
4. fund or otherwise approve an agreement for a housing project that is not supported by the Party within whose jurisdiction the project is proposed to be located; or
5. require the Parties to this Agreement to accept or provide any specific number of housing units as a prerequisite to joining or remaining a Party to this Agreement.

Section 4. Members/Affiliates.

- a) Members. The members of SGVRHT shall be the Parties to this Agreement who have not withdrawn from SGVRHT, and such other entities that may join SGVRHT after execution of this Agreement. New members may join on the terms and conditions set forth in Section 10 hereof. Only the County of Los Angeles and cities within the jurisdiction of the San Gabriel Valley Council of Governments may become members of SGVRHT.
- b) Affiliates. Entities that are eligible to be a party to this Agreement may join the SGVRHT as an affiliate. Entities that join as an affiliate are not eligible to have a member of their governing board serve on the Board of Directors or receive funding for a project within their jurisdiction until such time, if ever, they become of a Party of SGVRHT. An eligible entity may become an affiliate through written notice from the executive officer of the entity, but shall not be a Party to this Agreement.

Section 5. Board of Directors.

- a) Selection of Directors. The membership of the Board of Directors of SGVRHT shall be governed by Government Code section 6539.6 and as it may be amended. As currently provided therein, SGVRHT shall be governed by a Board of Directors selected by the San Gabriel Valley Council of

Governments Governing Board ("SGVCOG Board") consisting of nine Directors selected as follows:

1. Seven Directors who are members of the SGVCOG Board that either represent: (i) a County of Los Angeles board of supervisor district that is located wholly or partially within the territory of the San Gabriel Valley Council of Governments, provided the County of Los Angeles is a Party to this Agreement; or (ii) a city that is a Party to this Agreement.
 2. Two Directors that are experts in homeless or housing policy.
 3. Alternates for each Director position may be established by the Board of Directors under bylaws adopted by the Board of Directors; provided that such alternates meet the requirements established in Government Code section 6539.6 and as it may be amended.
- b) Board Powers. Subject to the limitations of this Agreement and the laws of the State of California, the powers of SGVRHT shall be vested in and exercised by and its property controlled and its affairs conducted by the Board of Directors.
- c) Director Terms. At its first regular meeting following the Effective Date or at such other time as it determines, the SGVCOG Board shall select the Directors for the SGVRHT Board of Directors. Each Director shall serve a term of two years. At a regular SGVCOG Board meeting preceding the end of the Directors' terms by at least 15 days, the SGVCOG Board shall select new Directors or re-select current Directors for the new terms of office. There is no limit on the number of terms a Director may serve. In the event of a vacancy on the Board of Directors, the SGVCOG Board shall appoint a replacement within 60 days of such vacancy who shall serve out the remainder of term of the Director that he or she has replaced.
- d) Advisory Board. The Board of Directors may appoint advisory boards that may include such persons as designated by the Board of Directors. The Board of Directors shall adopt bylaws that govern the appointment of advisory boards should it determine in its discretion to appoint such advisory boards.

e) Compensation. Directors shall serve without compensation but may be reimbursed for any expenses actually incurred in connection with serving as a Director; provided such expenses have been previously approved by the Board of Directors and incurred in accordance with any SGVRHT policies or procedures governing same.

f) Meetings of the Board of Directors.

1. Call, Notice and Conduct of Meetings. All meetings of the Board of Directors, including without limitation, regular, adjourned regular, special meetings and adjourned special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code sections 54950 *et seq.*
2. Regular Meetings. Regular meetings of the Board of Directors shall be held at such dates and times as the Board of Directors may fix by resolution; a copy of such resolution shall be furnished to each Party hereto. If any day so fixed for a regular meeting shall fall upon a legal holiday, then such regular meeting shall be held on the next succeeding business day at the same hour, unless otherwise determined by the Board of Directors. No notice of any regular meeting of the Board of Directors need be given to the individual Directors.
3. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the Chairperson of the Board or by a majority of the Directors. Notices of all special meetings shall be provided to all Parties.
4. Quorum. A quorum is established if at least five (5) Directors are present at a meeting, except that less than a quorum may adjourn a meeting to another time and place or constitute a "committee of the whole" for purposes of hearing reports or other matters not requiring action by the Board of Directors. Unless otherwise provided in this Agreement, actions and decisions of the Board of Directors may be taken by a majority of the quorum present at any meeting.

5. Minutes. The Board of Directors shall cause minutes of all regular, adjourned regular, and special meetings to be kept and present same for approval by the Board of Directors.
6. Officers. The Board of Directors shall elect a chairperson and a vice chairperson from among its Directors at the first meeting held in each calendar year. In the event that the chairperson or vice chairperson so elected ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs or at a special meeting called for that purpose. In the absence or inability of the chairperson to act, the vice chairperson shall act as chairperson. The chairperson, or in the chairperson's absence, the vice chairperson, shall preside at and conduct all Board of Director meetings.
7. Rules and Regulations. The Board of Directors may adopt, from time to time, by resolution, such rules, regulations and bylaws for the conduct of its meetings and affairs as the Board determines is necessary or convenient.

Section 6. Additional Officers and Employees

a) Officers and Contract Staff.

1. SGVRHT may contract for officers and staff with a Party to this Agreement, the San Gabriel Valley Council of Governments or other independent contractors, agents, or volunteers as the Board of Directors may deem necessary to carry out any of SGVRHT's powers, upon such terms and conditions as the Board may require, including the retaining of professional and technical assistance, provided that adequate funds are available in SGVRHT's budget and are appropriated by SGVRHT therefore.
2. None of the officers, agents or staff, if any, directly contracted by SGVRHT shall be deemed, by reason of their roles or duties or contracted status, to be employed by any Party.
3. If SGVRHT contracts with a Party to this Agreement to provide SGVRHT

with administrative services through persons who are employees and/or officers of the Party, then any retirement liabilities associated with that Party's employees and/or officers shall not constitute a liability of SGVRHT or any other Party to this Agreement.

4. All privileges and immunities from liability, exemptions from laws, ordinances and rules, and benefits that apply to officers, agents or employees of a member Party shall apply to the same extent when performing duties for SGVRHT.

b) Treasurer and Auditor/Controller. Pursuant to Government Code Sections 6505.5 and 6505.6, the Board of Directors shall appoint an officer or employee of SGVRHT, the treasurer of a Party to this Agreement or a certified public accountant to hold the offices of treasurer and auditor for SGVRHT. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for SGVRHT required by Sections 6505, 6505.5 and 6505.6 of the Government Code, including any amendments thereto. Pursuant to Government Code Section 6505.1, the auditor and treasurer shall have charge of certain property of SGVRHT. The treasurer and auditor shall ensure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of SGVRHT. The treasurer and auditor of SGVRHT shall be required to file an official bond as required by Government Code section 6505.1 with the Board of Directors in an amount, which shall be established by the Board. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be an appropriate expense of SGVRHT.

c) Attorney. The Board of Directors shall have the power to appoint one or more legal advisors to SGVRHT who shall perform such duties as may be prescribed by the Board.

Section 7. Financial Provisions

a) Fiscal Year. The Fiscal Year of SGVRHT shall, unless and until changed by the

Board of Directors, commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year except that the initial Fiscal Year of SGVRHT shall commence on the effective date of this Agreement and end on the immediately following 30th day of June.

b) Budget.

1. General Budget. Within one hundred and twenty days (120) after the first meeting of the Board of Directors, a general budget for the first fiscal year shall be adopted by the vote of a majority of the membership of the Board of Directors.
2. Expenditures for the Approved Budget. The payment of all SGVRHT obligations is limited to the amount of appropriations allowed in SGVRHT's approved budget, except as it may be revised with the approval of a majority of all of the Directors of the Board of Directors.

c) Contributions by the Parties.

1. Administrative Cost Contributions. The Parties agree that they shall make annual contributions ("Administrative Fee") towards the budgeted administrative costs of SGVRHT in accordance with a cost allocation formula as outlined below:

Population	Annual Administrative Fee
Up to 30,000	\$10,000
30,001 – 60,000	\$15,000
60,001 – 100,000	\$20,000
100,001 – 175,000	\$25,000
County (per district)	\$25,000

Affiliate Membership

Population	Annual Administrative Fee
Up to 30,000	\$2,000
30,001 – 60,000	\$3,000
60,001 – 100,000	\$4,000

100,001 – 175,000	\$5,000
-------------------	---------

The Administrative Fee and Affiliate Fee (collectively, “Fees”) shall be assessed annually. After the first fiscal year, the Fees shall increase annually in an amount equal to the U.S. Bureau of Labor Statistics consumer price index for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the year the Fees are assessed. Payment of the Fees shall be due within 30 days of receipt of an invoice from the SGVRHT. The invoice shall indicate how the Fees were calculated. A Party's contribution to SGVRHT's administrative costs shall be in the form of money, unless the Board of Directors approves another form of contribution such as services, personal property or use of real or personal property, or other in-kind contributions. The acceptance and valuation of any such non-monetary contributions may be used to offset in whole or part a Party's contribution as determined in the sole and absolute discretion of the Board of Directors. If a Party has received funding through the County Measure H Program and allocates that funding to support the start-up and operations of the SGVRHT, the funding will be credited towards the Party's first year Administrative Fee only. Notwithstanding the above, after the first fiscal year the Board of Directors may establish Fees in an amount the Board of Directors deems financially prudent; provided it shall roughly be proportional as to each Party in the amounts reflected in the table above.

2. Program Cost Contributions. In addition to a Party's annual Administrative Fee set forth above, the level of, and mechanism for involvement by SGVRHT or a Party to any particular programs and program budget, funded, sponsored or operated by SGVRHT, shall be determined and approved by the Board of Directors.

d) Accounts and Reports.

1. Books and Records. There shall be strict accountability of all SGVRHT funds and accounts and report of all SGVRHT receipts and disbursements.

Without limiting the generality of the foregoing, SGVRHT shall establish and maintain such funds and accounts as may be required by good government accounting practice. The books and records of SGVRHT shall be open to inspection at all reasonable times by each Party and its duly authorized representatives.

2. Annual Audit. The person appointed by the Board of Directors to perform the auditor function for SGVRHT shall cause an annual independent audit of the accounts and records of SGVRHT and records to be made by a certified public accountant or firm of certified public accountants in accordance with Government Code section 6505. Such audits shall be delivered to each Party and shall be made available to the public.
 3. Annual Financial Report. Pursuant to section 6539.6 of the Government Code, SGVRHT shall publish an Annual Financial Report that shall describe the funds received by SGVRHT and the use of such funds by SGVRHT. The Annual Financial Report shall describe how the funds received by SGVRHT have furthered the purpose of SGVRHT.
- e) Funds. Subject to the applicable provisions of any instrument or agreement which SGVRHT may enter into, which may provide for a trustee or other fiscal agent to receive, have custody of and disburse SGVRHT funds, the person appointed by the Board of Directors to perform the treasurer function for SGVRHT shall receive, have the custody of and disburse SGVRHT funds in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

Section 8. Amendments.

Unless otherwise specifically provided herein, this Agreement may not be amended or modified except by writing and with approval of two-thirds of the governing bodies of all the Parties and no other amendment or modification shall be of any force and effect unless approved in accordance with this Agreement.

Section 9. Non-Liability for Obligations of SGVRHT.

The debts, liabilities and obligations of SGVRHT shall not be considered the debts, liabilities or obligations of any Party or its respective officers, agents, employees, representatives or volunteers.

- a) Indemnification. The SGVRHT shall defend, indemnify and hold harmless each Party, its officers, agents, employees, representatives and volunteers (the "Indemnitees") from and against any loss, injury, claim, lawsuit, liability, expense, or damages of any kind or nature (collectively, "Claims") brought by a third party which arises out of or in connection with SGVRHT's administration of this Agreement, including such third party claims arising out of or in connection with any Indemnitees acting within their authorized capacity as an officer, agent, employee, representative or volunteer of SGVRHT. The SGVRHT's duty to defend and indemnify under this Section shall not extend to Claims otherwise arising out of the Indemnitees' own active negligence, omissions or willful misconduct, whether in whole or part. The SGVRHT shall finance its obligation pursuant to this Subsection by establishing a liability reserve fund, and/or by purchasing commercial insurance, and/or by joining a joint powers insurance authority (JPIA) as determined by the Board. In the event the SGVRHT's financial obligations to indemnify, defend and hold harmless, pursuant to this Subsection, exceed the liability reserve fund and/or the proceeds from any applicable insurance and/or JPIA coverage maintained by the SGVRHT (hereinafter "Unfunded Liability"), a Party or Parties may meet and confer with SGVRHT in good faith to negotiate alternative means or mechanisms by which SGVRHT may fund such Unfunded Liability; however, in no event shall the event of an Unfunded Liability relieve, limit or waive SGVRHT's obligations of indemnity or defense to each Party as first set forth above in this Section. Nothing herein shall obligate any Party to indemnify or hold harmless SGVRHT for any Unfunded Liability.
- b) Assignment. Each Party shall assign to the SGVRHT its rights, title, and interest to recover damages from any third party for Claims arising out of this Agreement, to the extent that the SGVRHT has met its obligations to defend and indemnify such Party pursuant to this Section.

- c) Survival. SGVRHT's duty to defend, indemnify and hold harmless shall survive and continue in full force and effect after withdrawal of any Party from this Agreement, including as to the withdrawing Party, or termination of this Agreement for any reason with respect to any Claims that occurred before the date of such withdrawal or termination.

Section 10. Admission and Withdrawal of Parties.

- a) Admission of New Parties. It is recognized that additional eligible entities other than the Parties, may wish to join SGVRHT after the Effective Date. Such eligible entities may become a Party to this Agreement upon such terms and conditions as are established by this Agreement and the Board of Directors. As a condition precedent to becoming a Party more than six months after the Effective Date, an eligible entity may thereafter become a Party to this Agreement; provided that (1) this Agreement is adopted by its governing body and (2) the eligible entity pays, a late joining fee. The late joining fee shall be calculated by totaling the annual affiliate fee the eligible entity would have paid under this Agreement had it been an affiliate in all years prior to becoming a Party, minus any affiliate fees it actually paid during those years. Notwithstanding the foregoing, an eligible entity's late joining fee shall not exceed two times the amount of the applicable annual administrative fee existing at the time it becomes a Party. Payment shall be due within 30 days of receipt of an invoice from SGVRHT.
- b) Withdrawal from SGVRHT. A Party may withdraw from SGVRHT upon its governing board's adoption of a resolution stating its intent withdraw from SGVRHT. The withdrawal of any Party, unless otherwise provided by the Board of Directors, shall be conditioned as follows:
 - 1. The withdrawal shall be effective at the end of the SGVRHT fiscal year which is at least six months after the receipt by SGVRHT of a written notice of the Party's intent to withdraw, accompanied by a copy of the governing board resolution stating its intent to withdraw; and
 - 2. Unless otherwise provided by a unanimous vote of the Board of Directors, withdrawal shall result in the forfeiture of the withdrawing Party's rights and

claims relating to distribution of property and funds upon termination of SGVRHT as set forth in Section 2 above. Withdrawn members shall not be entitled to any reimbursement of Administrative Fees.

Section 11. Notices.

Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid, to the persons and entities listed at the addresses set forth in the attached Exhibit "A", or to such other address as may be designated to SGVRHT for formal notice.

Section 12. Miscellaneous.

- a) Section Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing or in any manner affecting the scope, meaning or intent of the provisions or language of this Agreement.
- b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.
- c) Laws Governing. This Agreement is made in the State of California under the Constitution and laws of such State and shall be construed and enforced in accordance with the laws of California.
- d) Severability. Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstance, be held to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, it shall be deemed severable, and the remainder of this Agreement or the application thereof to other persons or circumstances shall continue to constitute the agreement the Parties intended to enter into in the first instance.
- e) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Parties hereto. No party may assign any right or obligation hereunder without the written consent of a majority of the other Parties.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed and attested by their duly authorized officers, as follows:

Party: _____

By: _____
Supervisor/Mayor

Attest: _____
Clerk

EXHIBIT A

Parties to This Agreement and Their Addresses for Notice
Pursuant to Section 11 of This Agreement Are as Follows:

City of Arcadia
240 W. Huntington Drive
Arcadia, CA 91007

City of Alhambra
111 S. First Street
Alhambra, CA 91801

City of Baldwin Park
14403 Pacific Avenue
Baldwin Park, CA 91706

City of Claremont
207 Harvard Avenue
Claremont, CA 91711

City of Duarte
1600 Huntington Drive
Duarte, CA 91010

City of Glendora
116 E. Foothill Boulevard
Glendora, CA 91741

City of La Verne
3660 D Street
La Verne, CA 91750

City of South El Monte
1415 S. Santa Anita Avenue
South El Monte, CA 91733



City Council Staff Report

DATE: July 5, 2023

AGENDA ITEM NO: Consent Calendar - 3A

TO: The Honorable Mayor and City Council

FROM: Ron Bow, City Manager & Director of Emergency Services
Karl H. Berger, City Attorney

SUBJECT: GAP Notice of Completion; Termination of local emergency governing the GAP

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receiving and filing the notice of completion for the GAP;
2. Adopting a resolution terminating the local emergency governing the GAP; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On December 21, 2022, the City Council adopted Resolution No. 2022-R101 that extended the GAP local emergency until March 1, 2023; that emergency was subsequently extended in a series of City Council actions until July 1, 2023. The GAP is now substantially complete and, consequently, a notice of completion was recorded.

BACKGROUND:

Pursuant to Resolution Nos. (collectively, the "Emergency Resolutions") 12255 (adopted June 16, 2021); 2022-R22 (adopted April 20, 2022); 2022-R34 (adopted May 18, 2022); 2022-R63 (adopted August 1, 2022); 2022-R101 (adopted December 21, 2022); and by minute orders from March 1, 2023, April 5, 2023, and May 17, 2023, the City Manager and City Attorney exercised emergency powers to abate a public nuisance in accordance with the Settlement Agreement in the civil case captioned *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. This is identified as the Goodviews Abatement Project ("GAP").

On June 29, 2023, the Public Works Director for the GAP completed a Notice of Completion ("NOC") in accordance with Resolution No. 11701, adopted November 5, 2014. While there remain minor "punch list" items for the GAP (e.g., completion of hydroseeding and reporting to regulatory agencies), the infrastructure may be used for

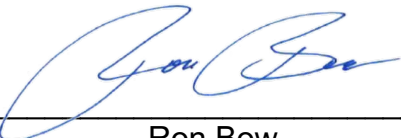
the purpose it was intended, i.e., stabilization of the hillside to protect public health and safety. A copy of the NOC is attached.

Filing of the NOC and termination of the local emergency completes the construction phase of the GAP. While there are still outstanding change orders for the project, the final cost for construction will be less than \$12M; this is in accord with the “not to exceed” amount set forth in Section 3 of Agreement No. 2280-A with C.A. Rasmussen, dated January 1, 2022 (see attached Exhibit 2).

FISCAL IMPACT:

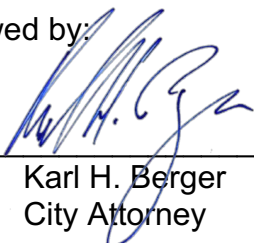
There is no fiscal impact from receiving and filing the NOC or terminating the local emergency.

Respectfully Submitted by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT:

1. Notice of Completion signed June 29, 2023;
2. Signature pages from Agreement No. 2280-A (first eight pages of 100+ page Agreement)
3. Draft Resolution

ATTACHMENT 1

Notice of Completion

This page is part of your document - DO NOT DISCARD

**20230424570**

Pages:
0003

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

06/29/23 AT 08:29AM

FEES :	0.00
TAXES :	0.00
OTHER :	0.00
PAID :	0.00



LEADSHEET



202306293270001

00023564837



014146091

SEQ:
01

DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY:
CITY OF MONTEREY PARK

WHEN RECORDED MAIL TO:

NAME MAYCHELLE YEE, CITY CLERK
CITY OF MONTEREY PARK

MAILING ADDRESS
320 WEST NEWMARK AVENUE

CITY, STATE and ZIP CODE
MONTEREY PARK, CA 91754



20230424570

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

**Recording Requested by
and When Recorded Mail To:**

**City Clerk, City Hall
320 W Newmark Avenue
Monterey Park, CA 91754**

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name : Hillside Stabilization Project

Project No. : PW21-00424

Take notice pursuant to Civil Code § 3093, *et seq.* that:

1. The undersigned is an officer of the owner of the interest stated below in the property hereinafter described.
2. The full name of the owner is: City of Monterey Park
3. The full address of the owner is: 320 W. Newmark Ave, Monterey Park, CA 917564
4. The nature of the interest of the owner is: Hillside stabilization public works project
5. A work of improvement on the property hereinafter described was field reviewed by the Public Works Director on June 29, 2023. The work done was: remedial hillside grading, retaining wall construction consisting of reinforced concrete pile and lagging wall with tieback anchors, storm drainage improvements and slope stability ground anchor installation at 1688 W. Garvey Avenue, Monterey Park, CA 91754.
6. The name of the Contractor for such work of improvement was: C.A. Rasmussen. Inc.
7. The property on which said work of improvement was completed is in the City of Monterey Park, County of Los Angeles, State of California, and is described as follows:
remedial hillside grading, retaining wall construction consisting of reinforced concrete pile and lagging wall with tieback anchors, storm drainage improvements and slope stability ground anchor installation.
8. The street address of said property is: 1688 W. Garvey Avenue, Monterey Park, CA 91754
9. This Notice of Completion is being recorded in accordance with Resolution No. 11701 (adopted November 5, 2014).

City of Monterey Park

Dated: June 29, 2023


Shawn Igoe
Public Works Director

VERIFICATION

I, the undersigned, say: I am the Public Works Director for the City Monterey Park, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury the foregoing is true and correct.

Executed on June 29, 2023, at Monterey Park, California.

City of Monterey Park


Shawn Igoe
Public Works Director

ATTACHMENT 2

CAR Contract Pages

**PUBLIC WORKS CONTRACT
BETWEEN
THE CITY OF MONTEREY PARK AND
C. A. RASMUSSEN, INC.**

This CONTRACT is entered into this 1/12/2022, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("the City") and C. A. Rasmussen, Inc., a California Corporation ("the Design Builder"). The Parties agrees as follows:

1. PROJECT.

- A. This Agreement is entered in accordance with Public Contract Code §§ 22160, *et seq.* for design and construction of the Goodviews Hillside Stabilization project (the "Project"). City retains Design Builder to design and construct the Project.
- B. City retains Design Builder to complete the Project in accordance with this Contract.

2. WORK.

- A. Design Builder will provide all work required by the Contract Documents (the "Work"). Design Builder agrees to do additional Work arising from changes ordered by the City pursuant to a change order issued in accordance with the General Conditions. The Work will be performed in Phases identified as follows:
 - i. Phase 1 – Design Development Documents.
 - ii. Phase 2 – Construction Documents.
 - iii. Phase 3 – Construction.
- B. The Design Builder and the City agree to abide by the terms and conditions contained in the Contract Documents;
- C. The Design Builder will furnish all of the labor; supplies and materials; equipment; printing; vehicles; transportation; office space and facilities; all tests, testing and analyses; and all matters whatsoever (except as otherwise expressly specified to be furnished by the City) needed to perform and complete the Work and provide the services required of the Design Builder by the Contract Documents.
- D. "Contract Documents" means this Agreement, General Conditions, Supplementary Conditions, Exhibits, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of Completion, and all other documents identified in this Agreement that together form the contract between City and Design Builder for the Work (the "Contract"). The Contract constitutes the complete agreement between City and Design Builder and supersedes any previous agreements or understandings.

3. CONTRACT SUM.

Subject to the provisions of the Contract Documents City will pay Design Builder, for the performance of the Work, not to exceed \$12,000,000, the "Contract Sum." The Parties understand and agree that it will be reviewing all aspects of the Work to help mitigate costs through various methods collectively referenced as "value engineering." Consequently, the total amount paid to Design Builder is intended to be less than the Contract Sum authorized by the Contract Documents. It is unknown, however, what the total Contract Sum will be at the time of executing these Contract Documents.

4. TIME FOR PERFORMANCE.

- A. The Design Builder may not perform any Work until:
 - i. The Design Builder furnishes proof of insurance as required by the Contract Documents; and
 - ii. The City gives the Design Builder a written, signed, and numbered purchase order and notice to proceed.
- B. Should the Design Builder begin the Work before receiving written authorization to proceed, any such Work is at the Design Builder's own cost and risk.

5. CONTRACT TIME.

Design Builder will commence the Work on the date specified in the Notice to Proceed and fully complete the work within 205 Working Days. By signing this agreement, Design Builder represents to City that this Contract Time is reasonable for completion of the Work.

6. CHANGE ORDERS.

- A. Both parties understand that the Project is unique in timing, cost, and approach. Accordingly, in addition to any changes requested by City, either Party may request Change Orders with respect to:
 - i. City-caused delays including delays caused by City contractors or consultants acting upon City's behalf.
 - ii. Increase in material cost; change in design necessitated for implementation of the Project (and approved by City); and increase in labor cost resulting from design changes in the Project as Work progresses;
 - iii. Deductions from the Work if, as determined by City, such deductions are desirable based upon the results of value engineering of the Work;
 - iv. Change in Law; and
 - v. Force Majeure Events or other events beyond the reasonable control of the Design-Builder including private or public projects affecting Design Builder's

critical path as determined from the most recently critical path schedule submitted to City.

- B. All changes in the Work authorized by applicable Change Order must be performed in accordance with the general requirements for the Work set forth in this Agreement.

7. DISPUTES.

Disputes arising from this contract will be determined in accordance with the Contract Documents and Public Contracts Code §§ 10240-10240.13.

8. THIRD PARTY CLAIMS.

In accordance with Public Contracts Code § 9201, the City will promptly inform the Design Builder regarding third-party claims against the Design Builder, but in no event later than ten (10) business days after the City receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of the Contract Documents. As more specifically detailed in the Contract Documents, the Design Builder agrees to indemnify and defend the City against any third-party claim to the extent such claim alleges negligent acts or omissions or other wrongful acts on the part of the Design Builder.

City agrees to defend and indemnify the Design Builder from any existing litigation involving the project site and any future litigation that may result from Design Builder's performance of the Work in accordance with the Contract Document that is distinct from Design Builder's negligence or willful actions regarding construction or design. For example, City will defend and indemnify any challenge to Design Builder's legal authority to enter onto the property to perform the Work, but such defense and indemnification does not extend to the actual Work performed by Design Builder. Additionally, to the extent required to implement the Work, City will obtain all intellectual property rights to utilize design documents previously prepared for completing the Work.

9. TAXPAYER IDENTIFICATION NUMBER.

The Design Builder will provide City with a Taxpayer Identification Number.

10. DESIGN BUILDER'S COVENANTS AND REPRESENTATIONS.

Without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in the Contract Documents, or implied by operation of law, the Design Builder makes the following covenants and representations to City:

- A. Design Builder and all of its Design Professionals and subcontractors are properly certificated, licensed and qualified to perform the Work required by the Contract Documents.
- B. Design Builder must provide through licensed design professionals employed or retained by Design Builder the necessary design services, including architectural, engineering and other design professional services, for the preparation of the

Construction Documents consistent with applicable law and good industry practices. The standard of care for all design services is the care and skill ordinarily used by members of the design profession experienced in the design of projects of similar complexity and scope as the Project, practicing under similar conditions at the same time and locality of the Project.

- C. Design Builder accepts the relationship of trust and confidence with City established by the Contract Documents. Design Builder will cooperate with City.
- D. Design Builder and its Design Professionals have carefully examined the site of the Project and the adjacent areas, have suitably investigated the nature and location of the Construction Work and have satisfied themselves as to the general and local conditions which will be applicable including, without limitation: (1) conditions related to site access and to the transportation, disposal, handling and storage of materials; (2) the availability of labor, water, power and roads; (3) normal weather conditions; (4) observable physical conditions at the site and existing site conditions including: size, utility capacities and connection options of external utilities; (5) the surface conditions of the ground and (6) the character and availability of the equipment and facilities which will be needed before and during the performance of Construction Work.
- E. Design Builder and its Design Professionals have suitably reviewed the site survey, record documents, seismic data, preliminary geotechnical and other test reports, environmental documents and any other documentation furnished by City in the Exhibits.
- F. Design Builder and its Design Professionals have carefully reviewed the following exhibits to the Design Build Contract: (1) Scope of Work (including Applicable Codes, Rules and Regulations, Energy Requirements, etc.); (2) the Performance Specifications; (3) Project Program; and (4) Schematic Drawings. Design Builder acknowledges that these Exhibits establish the scope, level of quality, design intent and the procedures for the development of the design to a state of 100% completion.
- G. Design Builder agrees that (1) the Exhibits depict and describe a design for the Project which is partially complete and may vary in degree of completion from 5% to 95% depending on the particular Project; (2) it will manage, coordinate and fully complete the design; (3) Design Builder will cause its Design Professionals to describe and depict the final design for the Project, as approved by the City, in Construction Documents which will include all information required by the building trades to complete the construction (other than such details customarily developed by others during construction) and (4) it will manage and timely construct the Project in consideration for the City's payment of the Contract Sum.
- H. Design Builder and its Design Professionals have reviewed the Preliminary Schedule attached to the Request for Proposals and agree that the design and construction tasks and milestones are reasonable and feasible, except as modified by Design Builder's Proposed Contract Schedule, approved by City. Design Builder also agrees that time is of the essence for the performance of the Work.

- I. Design Builder agrees that all Construction Documents will be complete, coordinated, and accurate.
- J. Design Builder agrees that all materials, equipment and furnishings incorporated into or used in the Construction Work will be of good quality, new (unless otherwise required or permitted by the Contract Documents) and free of liens, claims and security interests of third parties. If required by the City, Design Builder will furnish satisfactory evidence as to the kind and quality of the materials, equipment and furnishings.
- K. Design Builder agrees that the Work will be of good quality, free of defects and will conform with the requirements of the Contract Documents. Work not conforming to the requirements of the Contract Documents, including substitutions in design or construction not specifically approved or authorized by the City in advance, may be considered defective.
- L. Design Builder agrees to correct any error(s), omission(s), or deficiencies in the Contract Documents or Construction Documents at no additional cost to City; however, this provision in no way limits the liability of Design Builder.

11. OWNERSHIP OF DOCUMENTS.

- A. All documents, data, studies, drawings, maps, models, photographs and reports prepared by the Design Builder under the Contract Documents are the City's property. The Design Builder may retain copies of said documents and materials as desired but will deliver all original materials to the City upon the City's written notice.
- B. If this Agreement is terminated before City exercises its Option for Phase 3, the Design Builder must execute an assignment to City of all contracts with Design Professionals for work to be performed on Phases 1 and 2.

12. INDEMNIFICATION.

The Design Builder agrees to indemnify, defend, and hold the City harmless as set forth in the Contract Documents. The requirements as to the types and limits of insurance coverage to be maintained by the Design Builder as required by the Contract Documents, and any approval of such insurance by the City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Design Builder pursuant to the Contract Documents, including, without limitation, to the provisions concerning indemnification.

13. INDEPENDENT CONTRACTOR.

The City and the Design Builder agree that the Design Builder will act as an independent contractor and will have control of all work and the manner in which it is performed. The Design Builder will be free to contract for similar service to be performed for other employers while under contract with the City. The Design Builder is not an agent or employee of the City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits the City provides

for its employees. Any provision in this Contract that may appear to give the City the right to direct the Design Builder as to the details of doing the work or to exercise a measure of control over the work means that the Design Builder will follow the direction of the City as to end results of the work only.

14.AUDIT OF RECORDS.

The Design Builder will maintain full and accurate records with respect to all services and matters covered under this Contract. The City will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. The Design Builder will retain such financial and program service records for at least three (3) years after termination or final payment under the Contract Documents.

15.NOTICES.

All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

The City

Ron Bow

City Manager

320 W. Newmark Ave.

Monterey Park, CA

The Design Builder

Lisa PUNCHES

Controller

28548 Livingston Avenue

Valencia, CA 91355

Any such written communications by mail will be conclusively deemed to have been received by the addressee three (3) days after deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

16.NO THIRD PARTY BENEFICIARY.

This Contract and every provision herein is for the exclusive benefit of the Design Builder and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Design Builder's or the City's obligations under this Contract.

17.INTERPRETATION.

This Contract was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this Contract will be in Los Angeles County.

18.EFFECT OF CONFLICT.

In the event of any conflict, inconsistency, or incongruity between any provision of the Contract Documents, precedence will be as follows:

- A. This Contract;
- B. The Standard Specifications; and
- C. Precedence of documents as determined in the Standard Specifications.

19. SEVERABILITY.

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

20. AUTHORITY/MODIFICATION.

The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Contract and to engage in the actions described herein. This Contract may be modified by written amendment. The City's city manager, or designee, may execute any such amendment on the City's behalf.

21. ACCEPTANCE OF ELECTRONIC SIGNATURES.

The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

22. COVENANTS AND CONDITIONS.

The parties agree that all of the provisions hereof will be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

23. CAPTIONS.

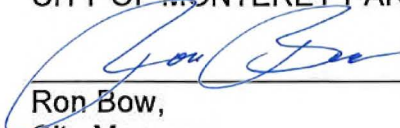
The captions of the paragraphs of this Contract are for convenience of reference only and will not affect the interpretation of this Contract.

24. TIME IS OF ESSENCE.

Time is of the essence for each and every provision of the Contract Documents.

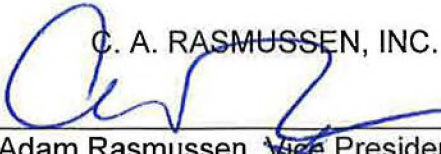
IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF MONTEREY PARK



Ron Bow,
City Manager

C. A. RASMUSSEN, INC.



Adam Rasmussen, Vice President

Taxpayer ID No. 95-2534082

ATTEST:



Vincent Chang,
City Clerk

APPROVED AS TO FORM:



Karl H. Berger,
City Attorney

ATTACHMENT 3

Draft Resolution

RESOLUTION NO. 20__-__

A RESOLUTION ADOPTED BY THE CITY COUNCIL TERMINATING THE 2021 GOODVIEWS ABATEMENT PROJECT LOCAL EMERGENCY.

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

SECTION 1: The City Council finds as follows:

- A. Pursuant to Resolution Nos. (collectively, the “Emergency Resolutions”) 12255 (adopted June 16, 2021); 2022-R22 (adopted April 20, 2022); 2022-R34 (adopted May 18, 2022); 2022-R63 (adopted August 1, 2022); 2022-R101 (adopted December 21, 2022); and by minute orders from March 1, 2023, April 5, 2023, and May 17, 2023, the City Manager and City Attorney exercised emergency powers to abate a public nuisance in accordance with the Settlement Agreement in the civil case captioned *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.
- B. The public nuisance abatement project is identified as the Goodviews Abatement Project (“GAP”).
- C. On June 30, 2023, the Acting Public Works Director for the GAP executed a notice of completion (“NOC”). This marks the end of the construction phase of the GAP. While minor work is still necessary, those tasks are anticipated to be done by July 7, 2023; the infrastructure needed to protect public health and safety is complete; and
- D. The circumstances necessitating the declaration of an emergency no longer exist and the local emergency is terminated, effective immediately.

SECTION 2: Ratification. The City Council received regular reports regarding the GAP and is fully informed regarding all actions undertaken by the City Manager and City Attorney to protect public health and safety. Accordingly, the City Council ratifies and reaffirms the exercise of emergency powers undertaken by both officials since 2021 to protect public health and safety.

SECTION 3: Termination of Local Emergency; Ongoing Authorization. The GAP local emergency is terminated. Notwithstanding such termination, the City Manager and City Attorney are directed and authorized to continue all actions necessary to recover monies owed to the City for all matters related to the GAP including, without limitation, nuisance abatement construction; third-party consultant costs; legal costs; and trustee costs.

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

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

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

PASSED AND ADOPTED this 5th day of July, 2023.

Jose Sanchez, Mayor

ATTEST:

Maychelle Yee, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney



City Council Staff Report

DATE: July 5, 2023

AGENDA ITEM NO: Consent Calendar - 3B

TO: The Honorable Mayor and City Council
FROM: Ron Bow, City Manager
SUBJECT: Adoption of a Resolution of the City Council of the City of Monterey Park, California Adjusting the Salaries and Benefits for Executive Management

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting the attached resolution adjusting the salaries and benefits for the Executive Management Employees;
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

If adopted, the draft resolution would establish adjusting the salaries and benefits for the eight unrepresented executive management employees.

BACKGROUND:

The attached resolution represents a salary range adjustment, current salary rate adjustment and adjustment of benefits for EMT employees that are similar to those changes provided to all other employees of the City. The last salary and benefit adjustments for EMT employees are reflected in Resolution No. 12236. The following is a summary of the most substantial salary and benefit changes included in the resolution:

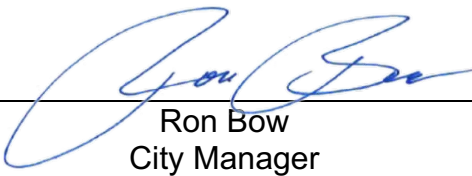
- Base Salary Range Adjustment: EMT salary ranges will be adjusted 11.8% and EMT classifications will be moved into one range. The range set forth in attached Exhibit "A," which is incorporated by reference (the "Base Salary").
- Salary Adjustment: In order to move the EMT classifications into one range, EMT members' current base salary will be increased by 9% to be effective the first full pay period following Council's approval of resolution and no additional salary or cost of living adjustments for FY 24-25.
- Medical Insurance: City contribution towards the cost of medical insurance will increase up to \$1,995/per month effective the first pay period that includes December 2023 for benefits beginning in January 2024.

- Vacation Accrual Cap: Increase in vacation accrual to the maximum accrual of 550 hours.

FISCAL IMPACT:

The total cost of this Resolution is estimated at a total of \$155,048 for Fiscal Year 2023-2024 and \$0 for Fiscal Year 2024-2025. Funding is allocated among various funds.

Prepared and Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT(S):

1. Resolution

ATTACHMENT 1

Resolution

RESOLUTION NO.

A RESOLUTION FIXING THE SALARY RATES AND BENEFITS FOR EXECUTIVE MANAGEMENT EMPLOYEES.

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

SECTION 1: *Executive Management Team.* The City's executive management team (collectively, the "EMT") are not represented by a bargaining unit and consist of unrepresented employees set forth below:

Assistant City Manager
City Librarian
Director of Community and Economic Development
Director of Finance
Director of Human Resources & Risk Management
Director of Public Works
Director of Recreation & Community Services
Fire Chief
Police Chief

SECTION 2: *Salary Range.* EMT salaries will be in the range set forth in attached Exhibit "A," which is incorporated by reference (the "Base Salary").

SECTION 3: *Salary Increase.* The Base Salary for each current EMT employee governed by this Resolution will be increased by nine percent upon the effective date of this Resolution to reflect a salary adjustment.

SECTION 4: *Merit Pay Salary Advancement.* Separate from Section 3, EMT employees may also earn a salary advancement based upon their performance. Such a salary adjustment may be granted and calculated as follows:

- A. A salary advancement will be based upon the EMT employee's overall performance rating as demonstrated in the employee's most recent Performance Review issued by the City Manager. An EMT employee is eligible for salary advancement every 12 months, based on the anniversary date of their appointment to the EMT or at least 12 months after their last salary advancement (if any).
- B. Salary advancement is granted solely within the City Manager's discretion based upon the City Manager's determination of performance. Except for exceptional performance, salary advancement cannot exceed a total of five percent of an EMT employee's Base Salary ("Performance Percentage").
- C. In rare instances, and for exceptional performance, the City Manager

may, in his or her sole discretion, also authorize up to two percent additional salary advancement ("Merit Percentage").

- D. The City Manager may use the Performance Percentage, the Merit Percentage, or a combination of the Performance Percentage and Merit Percentage (collectively, the Merit Pay Salary Adjustment") to increase an EMT employee's Base Salary to the top of their salary range. Under no circumstances may an EMT employee's Base Salary exceed the top step of their salary range in Exhibit A.
- E. If the sum of the Merit Pay Salary Advancement granted by the City Manager causes an EMT employee's Base Salary to exceed the top step in Exhibit A, then the excess will be paid to the EMT employee in a lump sum.
- F. Any Merit Pay Salary Advancement granted by the City Manager will be calculated using the EMT employee's Base Salary at the time of the Performance Review and before any adjustment for a COLA.

SECTION 5: *Fair Labor Standards Act ("FLSA").* Unless otherwise provided by federal law, EMT employees are designated as exempt from the provisions of the FLSA and are ineligible for overtime compensation.

SECTION 6: *Public Employees' Retirement System.* City is a contract member of the California Public Employees' Retirement System (CalPERS). Under this contract, all EMT employees, except the Police Chief and Fire Chief, are classified as "miscellaneous members" (as are all other non-sworn employees). The Police Chief is classified as local police and receives the same benefits as the sworn regular police, and the Fire Chief is classified as local fire and receives the same benefits as the sworn regular fire. The contract for EMT employees who are CalPERS members includes the following options:

- A. Beginning January 1, 2013, a 2% @ 62-Full formula – applies to new members to CalPERS or an individual with a 6-month break in service (Government Code 7522.20).
- B. 2.7% @ 55-Full formula for Classic CalPERS members and with prior CalPERS service credit with no service break greater than 6 months (Government Code 21354.5).
- C. Beginning January 1, 2023, a 2.7% @ 57-Full formula applies to New Members to CalPERS or an individual with a 6-month break in service for local police and fire members only (Police Chief & Fire Chief) (Government Code 57522.25(d)).
- D. 3% @ 55-Full formula for Classic CalPERS members and with prior

CalPERS service credit with no service break greater than 6 months (Government Code 21363.1) for local police and fire members only (Police Chief & Fire Chief).

- E. 1959 Survivor Benefit at funding Level 14 (Government Code 21574).
- F. One Year Final Compensation (Government Code 20042).
- G. Military Service Credit as Public Service (Government Code 21024).
- H. Credit for Unused Sick Leave (Government Code 20965).

SECTION 7: *CalPERS Retirement Contribution.* EMT employees will pay 100% of the employee's portion of CalPERS retirement contribution.

SECTION 8: *Medical.* The City participates in the CalPERS medical insurance program pursuant to the Public Employees' Medical and Hospital Care Act ("PEMHCA") to provide medical insurance benefits to EMT employees and retirees who qualify for PEMHCA benefits ("Annuitant"). City will make contributions to CalPERS equal to the PEMHCA minimum contribution (which is \$151 per month for 2023 and which is subject to change by CalPERS annually) for EMT employees and Annuitants that enroll in a CalPERS medical insurance plan. City also maintains an IRC Section 125 cafeteria plan. The City contributes up to the difference between \$1,475 per month and the PEMHCA minimum contribution into the cafeteria plan to be used for medical insurance for EMT employees enrolled in a CalPERS medical Plan. Effective the first full pay period after December 1, 2023, City will contribute up to the difference between \$1,995 per month and the PEMHCA minimum contribution into the cafeteria plan to be used for medical insurance only for EMT employees enrolled in a CalPERS medical plan.

SECTION 9: *Retiree Medical Benefits.* To the extent this Resolution governs EMT Annuitants who were employees before the effective date of this Resolution, the City Council intends that this Resolution be retroactively effective. This Resolution is of general application to EMT Annuitants who retired before its effective date. The benefits provided to individual EMT Annuitants may be affected by separate instruments including, without limitation, separation agreements. In the event of any conflict between such agreements and this Resolution, the separate instrument will govern the benefits provided to such EMT Annuitants.

- A. All EMT Annuitants who enroll in a CalPERS medical plan in retirement are eligible for a City paid contribution toward retiree medical benefits limited to the PEMHCA minimum contribution described above for EMT employees.
- B. Except as otherwise provided by separate instrument, EMT Annuitants who were City employees before January 1, 2016 who retired from City

service before January 1, 2016, or after (if they were employed by the City continuously without a break in service from January 1, 2016 until separation) will receive a City monthly contribution to a Health Reimbursement Account ("HRA") equal to the difference between the PEMHCA minimum contribution and the maximum medical contribution available to them as an EMT employee at the time of separation.

- C. EMT Annuitants who were City employees before January 1, 2016 and who retire after this Resolution becomes effective will receive a City monthly contribution to a HRA equal to the difference between the PEMHCA minimum and \$1,375 per month. No participating Annuitants may receive cash if their chosen medical insurance benefit is less than the City's maximum monthly contribution to the HRA.
- D. EMT Annuitants who were City employees after January 1, 2016 who retire from City service after this Resolution becomes effective will receive a City monthly contribution to a HRA commensurate with the management employee associations most closely affiliated with their EMT position. Accordingly, the contribution for the Police Chief is the same as provided to members of the Police Captain's Association; for the Fire Chief the contribution is the same as provided to members of the Professional Chief Officer's Association; and for all other EMT employees the contribution is the same as provided to members of the Monterey Park Mid-Manager's Association.
- E. EMT Annuitants who were City employees after January 1, 2016 who retire from City service after this Resolution becomes effective, may, but are not entitled to, receive credit for time worked at previous public agencies towards the years of service calculation for retiree medical benefits. The amount of time that is eligible for credit towards this benefit must be approved by the City Manager in his or her sole discretion.
- F. Medical insurance coverage chosen by an EMT Annuitant exceeding the City's PEMHCA contribution will be withheld by CalPERS from the EMT Annuitant's retirement benefit. To the extent that the Annuitant is entitled to a contribution above the PEMHCA minimum to the HRA, that HRA contribution can be directed by the Annuitant to be deposited by the HRA into the EMT Annuitant's bank account.

SECTION 10: *Opt Out and Cash in Lieu.* All EMT employees must enroll in an available City health program unless they opt out in accordance with this Resolution. An EMT employee may receive cash in lieu for opting out of City's health insurance program if the employee provides proof that the EMT employee and all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with City's plan year to which the opt out applies ("tax family"), have or will have minimum essential coverage through another source

(other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"). The EMT employee must sign an attestation, under penalty of perjury, each plan year that the EMT employee seeks to opt out or within 30 days after the start of the plan year. The opt-out payment cannot be made, and City will not make payment, if the City knows or has reason to know that the employee or tax family member does not have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied. EMT employees who opt out of the City sponsored medical plan and comply with the attestation requirement will receive \$500 as taxable cash each month. This amount is not to be considered as pensionable compensation for the purposes of CalPERS. All EMT employees agree to the necessary deductions from their pay for any of their chosen cafeteria plan benefits that exceed the maximums stated above. In addition, EMT employees are not eligible to receive taxable cash to the extent their chosen cafeteria plan benefits are less than maximums stated above.

SECTION 11: *Additional Benefits.* Additional benefits available through the cafeteria plan for EMT employees include:

- A. All EMT employees will receive \$130 per month City paid contribution towards dental insurance.
- B. All EMT employees will receive \$30 per month City paid contribution towards vision insurance.
- C. All EMT employees will be provided \$150,000 term life insurance policy.

SECTION 12: *Deferred Compensation.* Effective the first day of the pay period following the effective date of this Resolution, EMT is eligible for up to \$200/per pay period matching deferred compensation contribution. Effective the first day of the pay period that includes July 1, 2023, City contribution match will be up to \$250/per pay period.

SECTION 13: *Education and Longevity Incentive.* EMT employees will receive education and longevity pay in the amount commensurate with their respective management employee associations. For purposes of this Section, incentives for the Police Chief is the same provided to the Police Captain's Association; incentives for the Fire Chief is the same provided to the Professional Chief Officers Association; and for all other EMT employees is the same provided to the Monterey Park Mid-Management Association. This is special compensation and is reported as such to CalPERS, to the extent legally permissible, pursuant to 2 Cal. Code of Regs. § 571(a)(1), Longevity Pay; and 2 Cal. Code Regs. § 571(a)(2), Educational Incentive Pay.

SECTION 14: *Long Term Disability.* All EMT employees will continue to receive City paid long-term disability insurance.

SECTION 15: *Car Allowance.* The Assistant City Manager, Police Chief, Fire Chief, and Director of Public Works may use a City vehicle for business use.

SECTION 16: *Sick Leave.* EMT employees will receive paid sick leave if continuously employed by City for more than 30 days. Sick leave is calculated at the rate of 7.333 hours for each full calendar month of continuous employment with City (88 hours annually). The maximum sick leave accrual is 800 hours.

SECTION 17: *Catastrophic Leave.* EMT employees are enrolled in the catastrophic leave program as described in Administrative Policy No. 30-10 "Catastrophic Leave Program". City will annually contribute 8 hours of sick leave on behalf of each EMT employee to the program that may be used by any City employee in accordance with the Catastrophic Leave Program, as amended.

SECTION 18: *Administrative Leave.* EMT employees will receive 80 hours of administrative leave each fiscal year. Any hours remaining from a previous fiscal year must be completely used not later than December 31st of each calendar year. Consequently, not more than 80 hours of administrative leave is available to an EMT employee between January 1st and June 30th each year. Administrative leave hours have no cash-out value.

SECTION 19: *Holiday Leave.* EMT employees receive the same Holiday accrual and benefits provided to the Monterey Park Mid-Management Association.

SECTION 20: *Vacation.* EMT employees will receive vacation accrual and benefits in the amount commensurate with their respective management employee associations. For purposes of this Section, accrual and use of vacation for the Police Chief is the same provided to the Police Captain's Association; accrual and use of vacation for the Fire Chief is the same provided to the Professional Chief Officers Association; and for all other EMT employees accrual and use of vacation is the same provided to the Monterey Park Mid-Management Association. The maximum vacation accrual is 550 hours. For EMT employees hired on or after the effective date of this Resolution, the City Manager, in his/her sole discretion, may (but is not required to) provide credit for prior years of service an EMT employee earned with his/her prior employment with a public agency to calculate that EMT employee's monthly vacation accrual rate.

SECTION 21: *Leave Cash-Out.* Annually, EMT employees may cash out vacation, holiday and sick leave in the same amounts as other management employees. Upon separation, retirement or death of an EMT employee, the City will cash-out the unused balance of accrued sick leave to the employee or designated beneficiary in the same amounts as other management employees.

SECTION 22: *Uniform Allowance.* The Police Chief will receive uniform allowance pay as provided to the Police Captain's Association and the Fire Chief will

receive uniform allowance pay as provided to the Chief Officer's Association. For "classic" members of the CalPERS system, the uniform allowance is special compensation and is reported as such to CalPERS, to the extent legally permissible, pursuant to 2 Cal. Code Regs. § 571(a)(5).

SECTION 23: *Other.* EMT employees will receive other general benefits such as family sick leave, bereavement leave, emergency leave, employee assistance program, leave of absences, military leave, tuition reimbursement and jury duty in the same manner provided to employees in the Monterey Park Mid-Management Association.

SECTION 24: *Termination and Severance.* Executives are at-will employees as described in Labor Code § 2922. Accordingly, the City Manager may terminate any EMT employee with or without cause. If an EMT employee is terminated from employment without cause, the City Manager may, in his or her sole discretion and without obligation, provide up to three months of severance pay. The City Manager does not have authority to provide severance pay to EMT employees who are terminated, or resign in lieu of termination, for cause.

SECTION 25: This Resolution may be executed with electronic signatures in accordance with Government Code of the State of California §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 26: The City Clerk is directed to certify the adoption of this Resolution. This Resolution supersedes all previous resolutions regarding the same subject-matter.

SECTION 27: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this 5th day of July 2023.

Jose Sanchez, Mayor

ATTEST:

Maychelle Yee, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney

Exhibit A
Executive Management Salary Schedule

Job Classification

Effective July 8, 2023

Low

High

\$154,932

\$245,640

Assistant City Manager

City Librarian

Director of Community & Economic Development

Director of Finance

Director of Human Resources & Risk Management

Director of Recreation & Community Services

Director of Public Works

Fire Chief

Police Chief



City Council Staff Report

DATE: July 5, 2023

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, 2023 to June 30, 2025

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 corporals and police officers in the Monterey Park Police Department;
2. 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, 2023 to June 30, 2025.

BACKGROUND:

MPPOA's current MOU term is valid from July 1, 2022 to June 30, 2023. On June 16, 2023 MPPOA's representatives agreed to the following terms and conditions:

- Two-year agreement – July 1, 2023 to June 30, 2025
- Equity adjustment in base salary – 3.3% effective the first full pay period starting after July 1, 2023.
- Base salary increase – 3% cost of living adjustment to base salary effective the first full pay period starting after July 1, 2023 and 4% cost of living adjustment to base salary effective the first full pay period starting after July 1, 2024.
- Article 11 Accrual Cash-Out – increase cash out of vacation and/or holiday leave up to an additional 60 hours.

- Article 20 Uniform Allowance – increase to \$1,000 per year.
- Article 21 Health Insurance – E. Cafeteria Plan increase effective the first full pay period after December 1, 2023 to \$1,475 per month.
- Article 28 Salary and Wages – modify longevity language to include years of service as a non-sworn employee with the City.
- MOU language modification

FISCAL IMPACT:

The total cost of the MOU is estimated at a total of \$350,229 for Fiscal Year 2023-2024 and the estimated amount of \$228,872 for Fiscal Year 2024-2025 will be budgeted appropriately. This amount will be paid by the City's General Fund.

Respectfully submitted by:



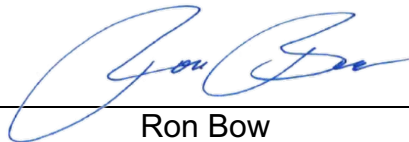
Christine Tomikawa
Director of Human Resources
and Risk Management

Review by:



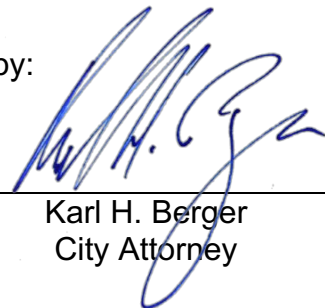
Martha Garcia
Director of Finance

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENTS:

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

ATTACHMENT 1

Monterey Park Police Officers' Association (POA) – Redline Version Memorandum of Understanding July 1, 2023 to June 30, 2025



MEMORANDUM OF UNDERSTANDING

between

THE CITY OF MONTEREY PARK, CALIFORNIA

and

THE MONTEREY PARK POLICE OFFICERS' ASSOCIATION

07/01/202~~3~~² – 06/30/202~~5~~³

TABLE OF CONTENTS

MEMORANDUM OF UNDERSTANDING
between
THE CITY OF MONTEREY PARK, CALIFORNIA
and
THE MONTEREY PARK POLICE OFFICERS' ASSOCIATION
- ~~ONE~~TWO YEAR AGREEMENT 07/01/202~~2~~3– 06/30/202~~5~~3

PREAMBLE	3
ARTICLE 1 - SCOPE OF MEMORANDUM OF UNDERSTANDING	3
ARTICLE 2 - RECOGNITION.....	3
ARTICLE 3 - CITY RESPONSIBILITIES AND RIGHTS.....	3
ARTICLE 4 - EMPLOYEE AND/OR EMPLOYEE REPRESENTATIVES.....	4
ARTICLE 5 - COMMUNICATIONS.....	5
ARTICLE 6 - CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS.....	5
ARTICLE 7 - GRIEVANCE PROCEDURE	~~6~~ <u>5</u>
ARTICLE 8 - OVERTIME	~~11~~ <u>11</u>
ARTICLE 9 - VACATION.....	16
ARTICLE 10 - HOLIDAY.....	~~18~~ <u>17</u>
ARTICLE 11 - ACCRUAL CASH-OUT.....	~~19~~ <u>19</u>
ARTICLE 12 - SICK LEAVE.....	20
ARTICLE 13 - BEREAVEMENT LEAVE	~~23~~ <u>22</u>
ARTICLE 14 - MILITARY LEAVE	23
ARTICLE 15 - JURY DUTY LEAVE.....	23
ARTICLE 16 - LEAVE OF ABSENCE WITHOUT PAY	~~24~~ <u>23</u>
ARTICLE 17 - FMLA/CFRA COMPLIANCE	~~26~~ <u>25</u>
ARTICLE 18 - INDUSTRIAL INJURY AND ILLNESS LEAVE	~~26~~ <u>25</u>
ARTICLE 19 - MODIFIED DUTY	~~26~~ <u>25</u>
ARTICLE 20 - UNIFORM ALLOWANCE	~~28~~ <u>27</u>
ARTICLE 21 - HEALTH INSURANCE	~~29~~ <u>28</u>
ARTICLE 22 – RETIREE HEALTHCARE TRUST.....	~~31~~ <u>30</u>
ARTICLE 23 - MEDICAL & DEPENDENT CARE FLEXIBLE SPENDING ARRANGEMENT.....	~~31~~ <u>30</u>
ARTICLE 24 - LIFE INSURANCE PLANS	~~31~~ <u>30</u>
ARTICLE 25 - EDUCATIONAL INCENTIVE PAY	~~31~~ <u>30</u>
ARTICLE 26 - EDUCATIONAL ENROLLMENT COST REIMBURSEMENT	~~32~~ <u>31</u>
ARTICLE 27 - BILINGUAL PAY	~~33~~ <u>32</u>
ARTICLE 28 - SALARIES AND WAGES	~~33~~ <u>32</u>
ARTICLE 29 - SENIORITY	~~34~~ <u>33</u>

ARTICLE 30 - RETIREMENT.....	<u>35</u> ~~33~~
ARTICLE 31 - MEDICAL EXAMINATION	<u>36</u> ~~34~~
ARTICLE 32 – 401(a) PLAN & 457(b) DEFERRED COMPENSATION PLAN.....	<u>36</u> ~~35~~
ARTICLE 33 - EMPLOYEE SAFETY COMMITTEE.....	<u>37</u> ~~36~~
ARTICLE 34 – DURATION OF SPECIAL ASSIGNMENTS AND SPECIAL ASSIGNMENT PAY ..	<u>38</u> ~~36~~
ARTICLE 35 – PROBATIONARY PERIOD.....	<u>44</u> ~~42~~
ARTICLE 36 - PERFORMANCE EVALUATIONS	<u>44</u> ~~42~~
ARTICLE 37 - WRITTEN NOTICES TO POA.....	<u>44</u> ~~43~~
ARTICLE 38 - GENERAL PROVISIONS.....	<u>45</u> ~~43~~
ARTICLE 39 - SUBSTANCE ABUSE POLICY	<u>45</u> ~~44~~
ARTICLE 40 - TERM OF MEMORANDUM OF UNDERSTANDING.....	<u>46</u> ~~44~~
ARTICLE 41 - CITY COUNCIL APPROVAL.....	<u>46</u> ~~44~~
ADDENDUM A.....	<u>48</u> ~~46~~

MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF MONTEREY PARK
and
THE MONTEREY PARK POLICE OFFICERS' ASSOCIATION
~~ONE~~ TWO YEAR AGREEMENT 7/1/23~~2~~-6/30/25~~3~~

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 1600 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 paid shifts. However, employees may take an additional two shifts for bereavement leave, utilizing paid leave balances or by taking unpaid leave. ~~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 paid 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.

Uniform allowance shall increase to a total of \$1,000 per year beginning with the 2023-2024 fiscal year (July 1, 2023-June 30, 2024).

2.

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. Regardless of how or when paid, uniform allowance must be reported to CalPERS in equal amounts with each pay period.

- 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 2023~~19~~ the MEC is \$1~~51~~~~36~~/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 2023~~19~~, this amount is \$1~~51~~~~36~~ 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 the same maximum that is provided to Police Lieutenants and Police Sergeants subject to the Monterey Park Police Officers' Mid-Management Association Memorandum of Understanding, as it may change from time to time (currently one thousand two hundred and fifty-seven dollars (\$1,475 in 2023)250) per month for employees electing to enroll in a medical plan in PEMHCA. The City's contribution will include the PEMHCA MEC (\$151 ~~36~~ per month for 202319) 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.~~ The City is open to further negotiations regarding changes to the Retiree Healthcare Trust.

**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 start of the first full pay period~~first day of the pay period in which the POA ratifies the tentative agreement setting forth the changes in this MOU~~after July 1, 2023 or City Council approval of this MOU, whichever is later, the City shall implement an across the board one percent (6.34%) base salary increase for all employees in the Police Officer and Police Corporal classifications. This increase includes both equity adjustments and cost of living increase.

Beginning with the start of the first full pay period after July 1, 2024, the City shall implement an across the board four~~one~~ percent (43.0%) 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.~~

Updated sSalary 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 and/or non-safety service with the City;
\$300 per month after completion of 20 years of continuous safety and/or non-safety service at the City; and
\$450 per month after completion of 25 years of continuous safety and/or non-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), 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~~ three hundred dollars (\$~~32~~300.00) 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 pay period 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, or 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
Raymond Cota, POA Vice President	Inez Alvarez, Assistant City Manager
	By
	~~Martha Garcia, Director of Management Services~~
	By
	Christine Tomikawa, Director of Human Resources & Risk Management

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</u>	<u>RANGE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Police Officer	1	6738	7076	7430	7801	8191
Police Corporal	2	7266	7629	8011	8410	8832

Effective the beginning of the pay period following January 1, 2022 (3%):

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Police Officer	1	6940	7288	7653	8035	8437
Police Corporal	2	7484	7858	8251	8663	9097

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

Effective the first full pay period after July 1, 2023, the salary ranges for Police Officer and Police Corporal shall be increased by 6.3%

<u>Classification/Range</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<u>Police Officer</u>	<u>\$7,451</u>	<u>\$7,825</u>	<u>\$8,217</u>	<u>\$8,626</u>	<u>\$9,058</u>
<u>Police Corporal</u>	<u>\$8,035</u>	<u>\$8,437</u>	<u>\$8,859</u>	<u>\$9,301</u>	<u>\$9,767</u>

Effective the first full pay period after July 1, 2024, the salary ranges for Police Officer and Police Corporal shall be increased by 4%

<u>Classification/Range</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<u>Police Officer</u>	<u>\$7,749</u>	<u>\$8,138</u>	<u>\$8,546</u>	<u>\$8,971</u>	<u>\$9,420</u>
<u>Police Corporal</u>	<u>\$8,357</u>	<u>\$8,775</u>	<u>\$9,213</u>	<u>\$9,673</u>	<u>\$10,158</u>

ATTACHMENT 2

Monterey Park Police Officers' Association (POA) – Clean Version Memorandum of Understanding July 1, 2023 to June 30, 2025



MEMORANDUM OF UNDERSTANDING

between

THE CITY OF MONTEREY PARK, CALIFORNIA

and

THE MONTEREY PARK POLICE OFFICERS' ASSOCIATION

07/01/2023 – 06/30/2025

TABLE OF CONTENTS

MEMORANDUM OF UNDERSTANDING
between
THE CITY OF MONTEREY PARK, CALIFORNIA
and
THE MONTEREY PARK POLICE OFFICERS' ASSOCIATION
- TWO-YEAR AGREEMENT 07/01/2023– 06/30/2025

PREAMBLE	3
ARTICLE 1 - SCOPE OF MEMORANDUM OF UNDERSTANDING	3
ARTICLE 2 - RECOGNITION.....	3
ARTICLE 3 - CITY RESPONSIBILITIES AND RIGHTS.....	3
ARTICLE 4 - EMPLOYEE AND/OR EMPLOYEE REPRESENTATIVES.....	4
ARTICLE 5 - COMMUNICATIONS.....	5
ARTICLE 6 - CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS.....	5
ARTICLE 7 - GRIEVANCE PROCEDURE	5
ARTICLE 8 - OVERTIME	10
ARTICLE 9 - VACATION.....	16
ARTICLE 10 - HOLIDAY.....	17
ARTICLE 11 - ACCRUAL CASH-OUT.....	18
ARTICLE 12 - SICK LEAVE.....	20
ARTICLE 13 - BEREAVEMENT LEAVE	22
ARTICLE 14 - MILITARY LEAVE	23
ARTICLE 15 - JURY DUTY LEAVE.....	23
ARTICLE 16 - LEAVE OF ABSENCE WITHOUT PAY	23
ARTICLE 17 - FMLA/CFRA COMPLIANCE	25
ARTICLE 18 - INDUSTRIAL INJURY AND ILLNESS LEAVE	25
ARTICLE 19 - MODIFIED DUTY	25
ARTICLE 20 - UNIFORM ALLOWANCE	27
ARTICLE 21 - HEALTH INSURANCE	28
ARTICLE 22 – RETIREE HEALTHCARE TRUST.....	30
ARTICLE 23 - MEDICAL & DEPENDENT CARE FLEXIBLE SPENDING ARRANGEMENT.....	30
ARTICLE 24 - LIFE INSURANCE PLANS	30
ARTICLE 25 - EDUCATIONAL INCENTIVE PAY	30
ARTICLE 26 - EDUCATIONAL ENROLLMENT COST REIMBURSEMENT	31
ARTICLE 27 - BILINGUAL PAY	32
ARTICLE 28 - SALARIES AND WAGES	32
ARTICLE 29 - SENIORITY	33

ARTICLE 30 - RETIREMENT.....	33
ARTICLE 31 - MEDICAL EXAMINATION	34
ARTICLE 32 – 401(a) PLAN & 457(b) DEFERRED COMPENSATION PLAN.....	35
ARTICLE 33 - EMPLOYEE SAFETY COMMITTEE.....	36
ARTICLE 34 – DURATION OF SPECIAL ASSIGNMENTS AND SPECIAL ASSIGNMENT PAY	36
ARTICLE 35 – PROBATIONARY PERIOD.....	42
ARTICLE 36 - PERFORMANCE EVALUATIONS	42
ARTICLE 37 - WRITTEN NOTICES TO POA.....	43
ARTICLE 38 - GENERAL PROVISIONS.....	43
ARTICLE 39 - SUBSTANCE ABUSE POLICY	44
ARTICLE 40 - TERM OF MEMORANDUM OF UNDERSTANDING.....	44
ARTICLE 41 - CITY COUNCIL APPROVAL.....	44
ADDENDUM A.....	46

MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF MONTEREY PARK
and
THE MONTEREY PARK POLICE OFFICERS' ASSOCIATION
TWO YEAR AGREEMENT 7/1/23-6/30/25

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 160 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 paid shifts. However, employees may take an additional two shifts for bereavement leave, utilizing paid leave balances or by taking unpaid leave. 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 paid 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.

Uniform allowance shall increase to a total of \$1,000 per year beginning with the 2023-2024 fiscal year (July 1, 2023-June 30, 2024).

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. Regardless of how or when paid, uniform allowance must be reported to CalPERS in equal amounts with each pay period.

- 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 2023 the MEC is \$151/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 2023, this amount is \$151 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 the same maximum that is provided to Police Lieutenants and Police Sergeants subject to the Monterey Park Police Officers' Mid-Management Association Memorandum of Understanding, as it may change from time to time (currently one thousand four hundred and seventy-five dollars (\$1,475 in 2023)) per month for employees electing to enroll in a medical plan in PEMHCA. The City's contribution will include the PEMHCA MEC (\$151 per month for 2023) 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. . The City is open to further negotiations regarding changes to the Retiree Healthcare Trust.

**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 start of the first full pay period after July 1, 2023 or City Council approval of this MOU, whichever is later, the City shall implement an across the board one percent (6.3%) base salary increase for all employees in the Police Officer and Police Corporal classifications. This increase includes both equity adjustments and cost of living increase.

Beginning with the start of the first full pay period after July 1, 2024, the City shall implement an across the board four percent (4.0%) base salary increase for all employees in the Police Officer and Police Corporal classifications.

Updated 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 and/or non-safety service with the City;
\$300 per month after completion of 20 years of continuous safety and/or non-safety service at the City; and
\$450 per month after completion of 25 years of continuous safety and/or non-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), 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 three hundred dollars (\$300.00) 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 pay period 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, or Detective Bureau.

- 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
Raymond Cota, POA Vice President		Inez Alvarez, Assistant City Manager
		By
		Christine Tomikawa, Director of Human Resources & Risk Management

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</u>	<u>RANGE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Police Officer	1	6738	7076	7430	7801	8191
Police Corporal	2	7266	7629	8011	8410	8832

Effective the beginning of the pay period following January 1, 2022 (3%):

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Police Officer	1	6940	7288	7653	8035	8437
Police Corporal	2	7484	7858	8251	8663	9097

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

Effective the first full pay period after July 1, 2023, the salary ranges for Police Officer and Police Corporal shall be increased by 6.3%

<u>Classification/Range</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Police Officer	\$7,451	\$7,825	\$8,217	\$8,626	\$9,058
Police Corporal	\$8,035	\$8,437	\$8,859	\$9,301	\$9,767

Effective the first full pay period after July 1, 2024, the salary ranges for Police Officer and Police Corporal shall be increased by 4%

<u>Classification/Range</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Police Officer	\$7,749	\$8,138	\$8,546	\$8,971	\$9,420
Police Corporal	\$8,357	\$8,775	\$9,213	\$9,673	\$10,158

ATTACHMENT 3

MOU Resolution

RESOLUTION NO. ____

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEAR 2023-2025 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 ("POA") met and conferred regarding wages, retirement funding, hours and the terms and conditions of employment for contract year 2023-2025.

SECTION 2: Following such negotiations, the representatives drafted a Memorandum of Understanding ("MOU") for fiscal years 2023-25. A copy of that MOU is attached as Exhibit "A," and is incorporated by reference.

SECTION 3: Following a vote of its membership, the POA 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, 2023. 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: *Effective Date.* This Resolution will become effective immediately upon adoption.

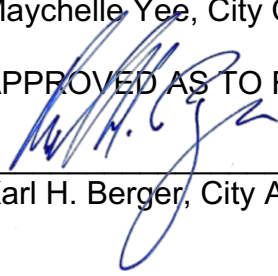
PASSED AND ADOPTED this ____ day of _____, 20__.

Jose Sanchez, Mayor

ATTEST:

Maychelle Yee, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney



City Council Staff Report

DATE: July 5, 2023

AGENDA ITEM NO: Consent Calendar - 3D

TO: The Honorable Mayor and City Council
FROM: Martha Garcia, Director of Finance
SUBJECT: Professional Services Amendment with HF&H Consultants, LLC for Water, Wastewater, and Solid Waste Rate Studies

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute an amendment with HF&H Consultants, LLC in a form approved by the City Attorney; to conduct a proposition 218 utility rate study for an additional amount of \$291,500 and extend the term of the amendment through December 31, 2024;
2. Appropriating \$190,700 from Refuse Fund (421) to the FY 2023-24 Budget; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

In May of 2021, staff prepared specifications for a Request for Proposal (RFP) for a consultant to perform a comprehensive rate study for the City's water, wastewater, and solid waste operations and received four responses. HF&H was the selected consultant. On June 16, 2021, Council approved a contract between the City and HF&H Consultants. The study has taken longer to complete than anticipated and the City is requesting to amend and extend the contract with HF&H to complete and implement the Study.

The City is requesting an amendment for an additional amount of \$295,000 plus a 10% contingency equal to \$26,500 for a total not to exceed amount of \$437,095 and an extended term through December 31, 2024.

BACKGROUND:

On July 16, 2014, the City Council adopted ordinance numbers 2109, 2110, and 2111 adjusting the rates for water, wastewater, and solid waste. The ordinances included a 10% to 15% increase in rates for a five-year period beginning September 2014. The ordinances also included an automatic reversal of utility rate charges effective August 2019 back to utility charges exiting in August of 2017. Since that time, several factors continue to change including water usage has declined, and operating costs have increased. A new comprehensive rate study is desirable.

The Amendment with HF&H Consulting, LLC includes collecting the data from the City for its existing services and rates, developing a new rate model for services, assisting

with the preparation of the proposition 218 notices once Council has approved the new proposed rates, and assisting with the preparation of a solid waste Request for Proposals and a final solid waste contract.

FISCAL IMPACT:

Enterprise funds (Water, Wastewater and Solid Waste) have been budgeted in the fiscal year 2023-24 Finance Department's operations budget. It is recommended that the City Council authorize an appropriation of \$190,700 from the Refuse Fund (421) to the FY2023-24 budget.

Respectfully submitted by:



Martha Garcia
Director of Finance

Reviewed by:



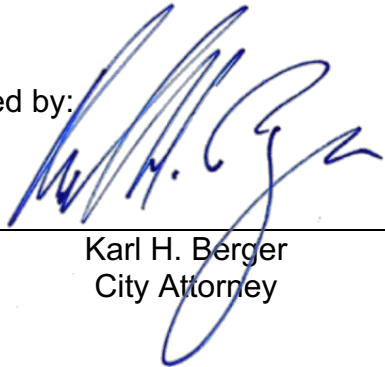
Shawn Igoe
Director of Public Works

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney



City Council Staff Report

DATE: July 5, 2023

AGENDA ITEM NO: Consent Calendar - 3E

TO: The Honorable Mayor and City Council
FROM: Matthew Hallock, Fire Chief
SUBJECT: 2020 Urban Areas Security Initiative (UASI) Program - Contingency Funds Update

RECOMMENDATION:

It is recommended that the City Council consider:

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

EXECUTIVE SUMMARY:

The Urban Area Security Initiative (UASI) Grant Program is a Homeland Security Grant designed to enhance regional preparedness and capabilities in designated densely populated, high-threat areas. Currently, the City of Monterey Park Fire Department (Department) is participating in the 2020 UASI Grant Program. The Department was notified of an approved modification for an increase of \$4,404. As per Resolution No.11740 adopted by the City Council on May 6, 2015, staff is reporting to the City Council the type of money obtained and the project details.

BACKGROUND:

In May 2023 staff were notified of the opportunity to obtain additional funding for the 2020 UASI Grant Program. The Fire Department submitted a project list for the purchase of additional Urban Search and Rescue (USAR) equipment. These monies are required to be spent and reimbursement claims to be submitted to the City of Los Angeles, per the grant agreement.

The original grant agreement allotment was for \$115,000 for the purchase of USAR equipment. The Fire Department received grantor approval to increase the original budget by \$4,404; to purchase additional equipment such as a flat screen television for the Base of Operation trailer and a search and rescue multi-tool. The total amount received for the 2020 UASI Grant Program was \$119,404.

FISCAL IMPACT:

There is no matching requirement for the 2020 UASI Program. Per Resolution No. 11740 the City Manager or Fire Chief may apply for, receive, and appropriate grant funds for acquisition of security devices required to protect public health and safety.

Respectfully submitted by:



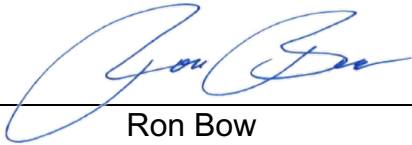
Matthew Hallock
Fire Chief

Prepared by:



Angela Loera
Principal Management Analyst

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney



City Council Staff Report

DATE: July 5, 2023

AGENDA ITEM NO: Consent Calendar - 3F

TO: The Honorable Mayor and City Council
FROM: Matthew Hallock, Fire Chief
SUBJECT: 2020 State Homeland Security Grant Program – Cost Savings Projects

RECOMMENDATION:

It is recommended that the City Council consider:

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

EXECUTIVE SUMMARY:

The City of Monterey Park Fire Department was notified of an approved modification for an increase of \$7,593 for the 2020 State Homeland Security Grant Program (SHSP 2020 Grant). As per Resolution No. 11740 adopted by the City Council on May 6, 2015, staff is reporting to the City Council the type of money obtained and the project details.

BACKGROUND:

On June 2023, the Fire Department was notified of an approved modification for an increase of \$7,593 for the SHSP 2020 Grant. The Fire Department submitted a project list for Urban Search and Rescue ("USAR") Equipment. These monies are required to be spent and reimbursement claims to be submitted to the County of Los Angeles per the grant agreement. The original grant agreement amount was \$30,000 for USAR Equipment. The Fire Department has received grantor approval of the budget modification to increase Monterey Park Fire Department's SHSP 2020 Grant allocation in the amount of \$7,593 for Equipment Projects. The updated total for Monterey Park Fire Department's SHSP 2020 Grant allocation is \$252,069 for: USAR equipment, training, and consultant fees.

FISCAL IMPACT:

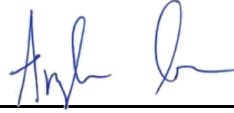
There is no matching requirement for the SHSP 2020 Grant. Per Resolution No. 11740 the City Manager or Fire Chief may apply for, receive, and appropriate grant funds for acquisition of security devices required to protect public health and safety.

Respectfully submitted by:



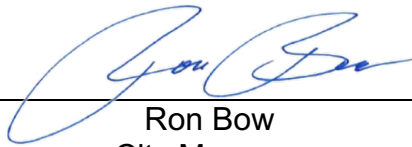
Matthew Hallock
Fire Chief

Prepared by:



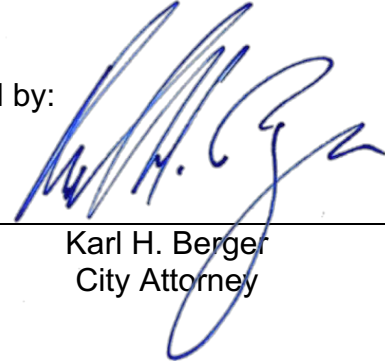
Angela Loera
Principal Management Analyst

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT:

1. List of 2020 Updated Equipment Ledger

ATTACHMENT 1

List of 2020 Updated Equipment Ledger

Equipment

City of Monterey Park
FY 2020 State Home Security Program (SHSP) Projects
Grant Subaward: 2020-0095
Cal OES ID: 037-00000

Ledger Type	Modification
Date	3/28/2023
Request No.	4
POP Start Date	9/1/2020
POP End Date	5/31/2023

Project No.	Equipment Description (Include Quantity)	AEL #	AEL	Title	Funding Source	Discipline	Solution Area Sub-Category	Deployable / Shareable	Noncompetitive Procurement over \$250K	Hold Trigger	Budgeted Cost
											\$ 37,593
33.15	32 Backpacks; Batteries 6 packs; Flagging Tape (Blue - 48, Red - 48, yellow - 48, Fluorescent green - 48, Fluorescent orange - 48, Fluorescent pink - 48); 100 Safety Glasses; 55 Resuable Respirators; Ear plugs 6 packs; Glowsticks (3 cases); 1 training search and rescue manikin	01LE-02-BOOT; ~~01UR-01- HLMT~~ ;01W-02- HLMT; 03OE-04- LTHH; ~~04AP-02- DGPS~~ 01ZA-06-VEST; 19GN-00-BGPK; 10BC-00-BATT; 09MS-01-TTAG; 01ZA-03-EYEP; 01AR-06- REUS;01ZA-04- HEAR;0D2-01-LITE; 21GN-00-CCEQ	Boots, Protective, Tactical/Climbing; Helmet,surface supplied air, diving; Light, Hand-Held or Helmet-Mounted Illumination; Device, ~~Global Positioning System (GPS)~~ ; Vest or outer garment, high visibility Bags/Packs, Batteries, All Types, sizes; Tags and Supplies, Triage; Protection, Eye; Respirator, Particulate, Reusable; Protection, Hearing; Lighting, Decontamination Area; Equipment, citizen corps		HSGP-SHSP	FS	CBRNE Search and Rescue Equipment	Deployable	No	No Hold Indicated	\$ 37,593



City Council Staff Report

DATE: July 5, 2023

AGENDA ITEM NO: Consent Calendar - 3G

TO: The Honorable Mayor and City Council
FROM: Matthew Hallock, Fire Chief
SUBJECT: State Homeland Security Program Subrecipient Agreement Grant Year 2022 – Award of Agreement

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute an agreement, in a form approved by the City Attorney, with the County of Los Angeles for an amount not to exceed \$230,000 for the State Homeland Security Program Grant Year 2022 (SHSP 2022); and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The County of Los Angeles is a Subgrantee of the State Homeland Security Program Grant Year 2022 that is provided by the U.S. Department of Homeland Security. Per the subrecipient agreement, the County of Los Angeles is authorized to enter a subrecipient agreement with the City of Monterey Park, which includes a distribution of SHSP 2022 grant funds to the City of Monterey Park in the amount of \$230,000. The award is dedicated to fund a Regional Training Group (RTG) Intelligence Chief position, in the amount of \$230,000. Staff recommends the City Council to authorize the City Manager to execute an agreement, in a form approved by the City Attorney, with the County of Los Angeles for an amount not to exceed \$230,000 for the SHSP 2022 Grant.

BACKGROUND:

Monterey Park Fire Department must keep pace with public safety needs in the city and region. Per the subrecipient agreement, "this financial assistance is being provided to the Subrecipient in order to address the unique equipment, training, organization, exercise and planning needs of the Subrecipient, and to assist the Subrecipient in building effective prevention and protection capabilities to prevent, response to, and recover from threats or acts of terrorism." Monterey Park Fire Department has been awarded SHSP grants in the past and seeks City Council approval of the SHSP 2022 Grant and subrecipient agreement.

FISCAL IMPACT:

The City of Monterey Park will receive a total of \$230,000 from the 2022 State Homeland Security Program. The Fiscal Year 2023-2024 budget has sufficient funds to execute this contract.

Respectfully submitted by:



Matthew Hallock
Fire Chief

Prepared by:



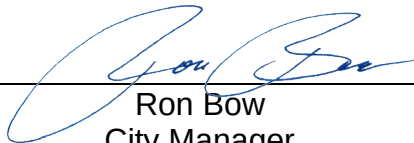
Angela Loera
Principal Management Analyst

Reviewed by:



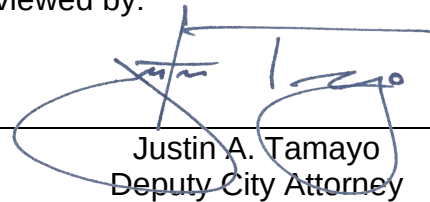
Martha Garcia
Director of Finance

Approved by:



Ron Bow
City Manager

Reviewed by:



Justin A. Tamayo
Deputy City Attorney

ATTACHMENTS:

1. Resolution: State Homeland Security Program for Grant Year 2022

ATTACHMENT 1
**Resolution: State Homeland Security Program for
Grant Year 2022**

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO APPLY FOR, RECEIVE, AND APPROPRIATE GRANT FUNDS FOR THE STATE HOMELAND SECURITY PROGRAM FOR GRANT YEAR 2022.

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

SECTION 1: The City Council finds as follows:

- A. The City applied for the State Homeland Security Program (“SHSP”) from the County of Los Angeles. The City applied for funding to procure equipment and training for firefighters. Additionally, the City will encumber and administer funds for a full-time position with the Los Angeles Area Fire Chiefs Association (“LAAFCA”).
- B. The SHSP description is to provide financial assistance to subrecipients to address the unique equipment, training, organization, exercise, and planning needs of the subrecipient, and to assist in building effective prevention and protection capabilities to prevent, respond to, and recover from threats or acts of terrorism.
- C. The City will receive \$230,000 from the County of Los Angeles, for the SHSP Grant Year 2022.

SECTION 2: The City Manager, or designee, is authorized to apply for a grant from the County of Los Angeles to be used for the purchase of equipment, firefighter training, and fund oversight of the Los Angeles Area Fire Chiefs Association Regional Training Group Intelligence Chief position.

SECTION 3: The City Manager, or designee, is authorized to execute any required documents to receive the grant for purposes identified herein. The City’s Fiscal Year 2023-24 Budget is amended to the extent needed to accept and allocate the grant funds identified in this Resolution.

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 provision or application and, to this end, the provisions of this Resolution are severable.

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

SECTION 7: Effective Date. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

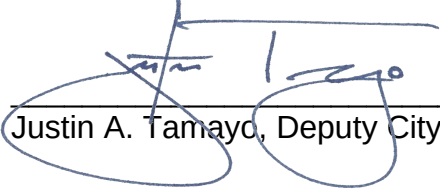
PASSED AND ADOPTED this ____ day of _____, 2023.

Jose Sanchez, Mayor

Attest:

Maychelle Yee, City Clerk

Approved as to Form:
KARL H. BERGER, CITY ATTORNEY



Justin A. Tamayo, Deputy City Attorney



City Council Staff Report

DATE: July 5, 2023

AGENDA ITEM NO: Consent Calendar - 3H

TO: The Honorable Mayor and City Council
FROM: Scott Wiese, Chief of Police
SUBJECT: Cannabis Tax Fund Grant Program (CTFGP) Funding for Fiscal Year 2023/2024

RECOMMENDATION:

It is recommended that the City Council consider:

1. Accepting grant funds and authorize the City Manager, or designee, to execute an agreement, in a form approved by the City Attorney, with the Department of California Highway Patrol (CHP) in the amount of \$184,010.89 for the Cannabis Tax Fund Grant Program (CTFGP);
2. Adopting a Resolution authorizing the City Manager, or designee, to receive and appropriate grant funds in fiscal year 2023-24, and execute an agreement, in a form approved by the City Attorney, with the CHP in the amount of \$184,010.89 for the CTFGP; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City of Monterey Park Police Department was notified of an award of \$184,010.89 from the Department of California Highway Patrol (CHP) Cannabis Tax Fund Grant Program (CTFGP) for Fiscal Year 2023/2024. The police department will utilize the grant funding to reduce and mitigate the impacts of impaired driving in our community.

BACKGROUND:

With the passage of Proposition 64, Adult Use of Marijuana Act (AUMA), California voters mandated the State set aside funding for the CHP to award grants to local governments and qualified non-profit organizations, as described in Revenue and Taxation Code Section 34019(f)(3)(B).

The Cannabis Tax Fund Grant Program marks an important step toward reducing impaired driving crashes, increasing public awareness surrounding the dangers of impaired driving, and making California's roadways a safer place to travel.

In 2022, the City of Monterey Park experienced a total of 559 traffic collisions and two fatalities. The CTFGP supports the Monterey Park Police Department's efforts to reduce the number of traffic collisions involving impaired driving.

The Monterey Park Police Department's CTFGP total conditional grant allocation is \$184,010.89

FISCAL IMPACT:

Staff requests approval for the Finance Director to appropriate \$184,010.89 in grant funding for the Fiscal Year 23-24 budget. There is no fiscal impact on the general fund.

Respectfully submitted by:



Scott Wiese
Chief of Police

Prepared by:



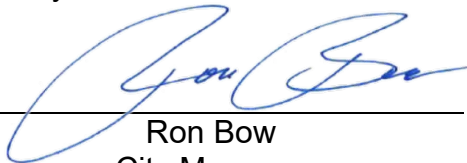
Peter Yung
Police Sergeant

Reviewed by:



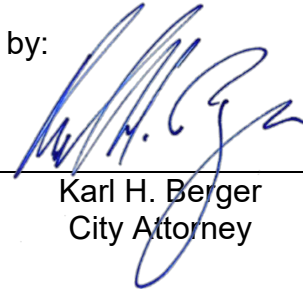
Martha Garcia
Finance Director

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENTS:

1. Conditional Approval Letter for CTFGP Funding
2. Resolution

ATTACHMENT 1

Conditional Approval Letter for CTFGP Funding

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

601 North 7th Street
Sacramento, CA 95811
(916) 843-3330
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



June 7, 2023

File No.: 060.15426.14597.066.2023.06004

Sergeant Peter Young
Monterey Park Police Department
320 West Newmark Avenue
Monterey Park, CA 91754

Dear Sergeant Young:

On behalf of the California Highway Patrol (CHP), it is my pleasure to inform you, the Monterey Park Police Department, is conditionally approved for Cannabis Tax Fund Grant Program (CTFGP) funding in the amount of \$184,010.89. The purpose of this grant funding is to help your agency reduce and mitigate the impacts of impaired driving in your community.

All grant awards, including any adjustments to requested funding, were made by the Department based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations.

The official Grant Agreement for signature is forthcoming. In order to execute your Grant Agreement, please provide documentation from a local governing body, authorizing your organization to receive this grant funding, to the Cannabis Grants Unit, by email at CGUGrants@chp.ca.gov, as soon as possible. Refer to California Code of Regulations Title 13, Division 2, Chapter 13, Section 1890.13(g) for additional information.

The CHP looks forward to partnering with you and your agency on this project in an effort to make California's roadways a safer place to travel. If you have any questions, please feel free to contact the Cannabis Grants Unit at (916) 843-4360.

Sincerely,

A handwritten signature in blue ink that reads "K. M. Davis".

K. M. DAVIS, Chief
Enforcement and Planning Division



ATTACHMENT 2

Resolution

RESOLUTION NO.

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

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

SECTION 1: The City Council finds as follows:

- A. The City applied for the Department of California Highway Patrol (CHP) Cannabis Tax Fund Grant Program (CTFGP).
- B. The Monterey Park Police Department will utilize the grant funding to reduce and mitigate the impacts of impaired driving in our community.
- C. The City will receive \$184,010.89 from the CHP for the CTFGP.

SECTION 2: The City Manager, or designee, is authorized to receive grant funds from the Department of California Highway Patrol (CHP) Cannabis Tax Fund Grant Program (CTFGP) to be used to reduce and mitigate the impacts of impaired driving.

SECTION 3: The City Manager, or designee, is authorized to execute any required documents and agreements to receive the grant for purposes identified herein.

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 provision or application and, to this end, the provisions of this Resolution are severable.

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

SECTION 7: *Effective Date.* This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

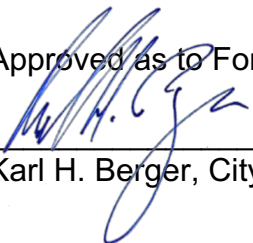
PASSED AND ADOPTED this ____ day of _____, 2023.

Jose Sanchez, Mayor

Attest:

Maychelle Yee, City Clerk

Approved as to Form:



Karl H. Berger, City Attorney



City Council Staff Report

DATE: July 5, 2023

AGENDA ITEM NO: Consent Calendar - 31

TO: Honorable Mayor and Members of the City Council
FROM: Robert Aguirre, Director of Recreation & Community Services
SUBJECT: A Resolution Declaring the Month of July as "Parks Make Life Better" Month in the City of Monterey Park

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution declaring the month of July as "Parks Make Life Better" Month in the City of Monterey Park; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

During July, the Recreation and Community Services Department celebrates "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 our parks' social, physical, mental, economic, environmental, and community benefits. As we observe "Parks Make Life Better" month, we recognize the vital contributions of our employees and volunteers, who all 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 and 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 to enjoy.

BACKGROUND:

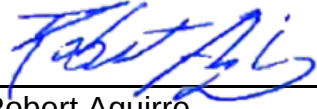
The National Recreation and Park Association (NRPA) and California Parks and Recreation Society (CPRS) are organizations dedicated to advancing park, recreation, and conservation efforts that enhance the quality of life for all people. The NRPA and CPRS encourage promoting healthy lifestyles, recreation initiatives, and conservation of natural and cultural resources. Since 1985, the NRPA and CPRS have recognized July as "Parks Make Life Better" month in California and nationally as "Parks and Recreation" month. Cities, counties, and other agencies recognize the importance of thriving, local park systems as providing an opportunity for all people to lead healthy, active lifestyles and the preservation of great community places.

Staff Report
July 5, 2023

FISCAL IMPACT:

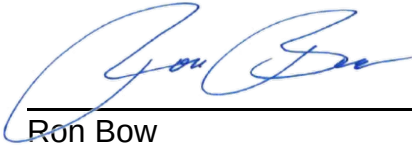
None.

Respectfully submitted by:



Robert Aguirre
Director of Recreation & Community Services

Approved by:



Ron Bow
City Manager

ATTACHMENT:

1. Resolution

ATTACHMENT 1

Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING THE MONTH OF JULY 2023 AS PARKS MAKE LIFE BETTER MONTH

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

SECTION 1: The City Council finds as follows:

- A. Parks and Recreation promotes physical, emotional and mental health and wellness through organized and self-directed fitness, play, and activity; and
- B. Parks and Recreation supports the economic vitality of communities by partnering with local businesses and non-profits, and offering events for resident's engagement; and
- C. Parks and Recreation creates memorable experiences through youth sports and enrichment activities, teen centers and programs, senior activity centers, adult fitness and enrichment programs, free community events, and beyond; and
- D. Parks and Recreation fosters social cohesiveness in communities by celebrating diversity, providing spaces to come together peacefully, modeling compassion, promoting social equity, connecting social networks, and ensuring all people have access to its benefits; and Parks and Recreation supports human development and endless learning opportunities that foster social, intellectual, physical and emotional growth in people of all ages and abilities; and
- E. Parks and Recreation supports human development and endless learning opportunities that foster social, intellectual, physical and emotional growth in people of all ages and abilities; and
- F. Parks and Recreation strengthens community identity by providing facilities and services that reflect and celebrate community character, heritage, culture, history, aesthetics and landscape; and Parks and Recreation sustains and stewards our natural resources by protecting habitats and open space, connecting people to nature, and promoting the ecological function of parkland; and
- G. Parks and Recreation facilitates community problem and issue resolution by providing safe spaces to come together peacefully and serving as key points of service, helping our communities heal both physically and emotionally; and
- H. Parks and Recreation sustains and stewards our natural resources by protecting habitats and open space, connecting people to nature, and promoting the ecological function of parkland; and
- I. Parks and Recreation supports safe, vibrant, attractive, progressive communities that make life better through positive alternatives offered in their recreational opportunities; and
- J. Parks and Recreation remains versatile and innovative in providing vital services to communities through local, national, or global emergencies, all while adhering to guidelines set forth by governing agencies; and

The California Park & Recreation Society has released a statewide public awareness campaign, "Parks Make Life Better!®" to inform citizens of the many benefits of utilizing parks, facilities, programs, and services; now, therefore, be it resolved that the citizens of California recognize the importance of access to local parks, trails, open space, and facilities for the health, wellness, development, inspiration, and safety of all Californians; and be it further resolved, that we declare the month of July 2023 as "Parks Make Life Better!®" Month.

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

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

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

PASSED AND ADOPTED this ____ day of _____, 2023.

Jose Sanchez, Mayor

Attest:

Maychelle Yee, City Clerk



City Council Staff Report

DATE: July 5, 2023

AGENDA ITEM NO: Consent Calendar - 3J

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: Authorize Purchase of Transit Vans for Dial-a-Ride Program

RECOMMENDATION:

It is recommended that the City Council consider:

1. Waiving the bidding requirements pursuant to Monterey Park Municipal Code Section 3.20.050(4) and authorizing the City Manager to execute a contract with Creative Bus Sales, in a form approved by the City Attorney, not to exceed \$170,797.58 for the purchase of two Class V – MobilityTRANS V350 transit vans for the City's Dial-a-Ride program; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Two Dial-a-Ride vehicles have reached their useful service life and are due for replacement. Staff has identified the Class V - MobilityTRANS V350 transit vans as the most suitable replacement for use in the Dial-a-Ride program and recommends their purchase through Creative Bus Sales. The total cost for both vehicles is \$170,797.58 including applicable taxes and fees.

BACKGROUND:

The City's Dial-a-ride Transportation Services program currently has four vehicles in its fleet. Two of these vehicles, Unit #017 and Unit #049, have reached their useful service life and need replacement. Both vehicles are outdated, require frequent maintenance, and are mechanically worn-down.

The City is a member agency of the California Association for Coordinated Transportation (CALACT), and is able to participate in their Purchasing Cooperative which offers competitive pricing for ADA compliant vehicles required for use in transportation programs. Staff recommends purchasing two Class V – MobilityTRANS V350 transit vans from Creative Bus Sales through their CALACT joint purchase agreement. The proposed vehicles meet ADA requirements and are best suited for the City's needs. The total cost for both vehicles is \$170,797.58 including applicable taxes and fees. It is recommended that City Council approve the purchase to replace vehicle unit numbers #017 and #049.

FISCAL IMPACT:

The total purchase price for both transit vans is \$170,797.58. The purchase will be made through Capital Expenditure Account 2385002-5501, funded by Prop A fund.

Respectfully submitted by:



Shawn Igoe
Department Director

Prepared by:



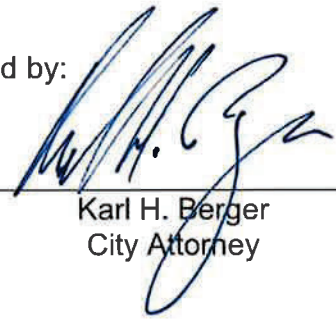
Beverly Garcia
Management Analyst

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT(S):

1. Creative Bus Sales Quote

ATTACHMENT 1

Creative Bus Sales Quote



Creative Bus Sales

14740 Ramona Avenue
Chino, CA 91710
888.633.8380



Creative Bus Sales

7471 Reese Road
Sacramento, CA 95828
888.633.8380

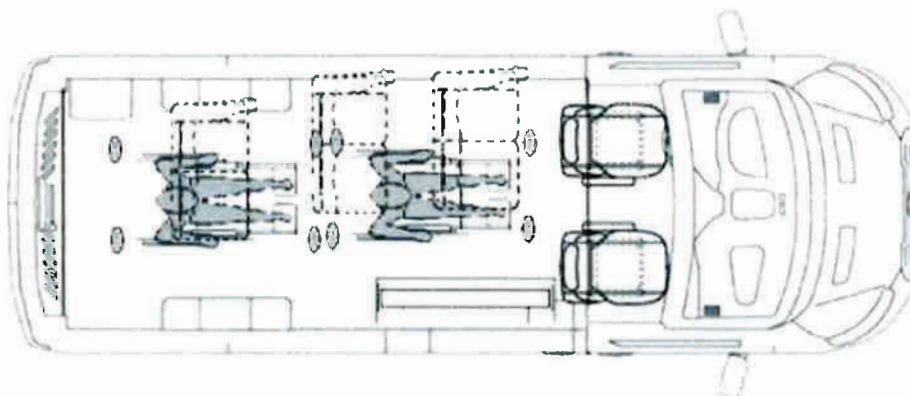
CalACT MBTA RFP #20-01 - Class V - Quote Sheet (Rev 2022)

Vehicle Type:	Class V - MobilityTRANS	Date:	6/12/2023	
Contact:	Bruce Fallon	Lift Info:	☒ Front ☒ Braun	
Agency:	City of Monterey Park	Seat Material Level:	Level 4	
Address:	320 West Newmark Ave	Seat Color:	Gray	
City, State, Zip:	Monterey Park, CA 91754	Flooring and Color:	Gray Altro Floor	
Phone:	626-307-1288	Salesperson:	Mike Farr	
E-Mail:	bfallon@montereypark.ca.gov	Salesperson Cell:	909-730-5319	
Delivery:	270 DAYS FROM PO	Salesperson E-Mail:	Mikef@creativebussales.com	
Quantity:	Description	Price	Ext. Price	ADA
1	Class V - V350 (Transit Van)	\$70,017.00	\$70,017.00	\$9,800.00
Published Options				
1	1 - Shift-n-Step	\$6,922.00	\$6,922.00	\$6,922.00
1	41 - Delivery Zone 1	\$800.00	\$800.00	
		Class V - Base Price	\$70,017.00	
		Published Options	\$7,722.00	
		Non-Published Options	\$0.00	
		Total	\$77,739.00	\$16,722.00
		Doc Prep Fee	\$85.00	
The Non-Taxable Amount is the ADA Equipment in the Base and Added as Options*		Non-Taxable	\$16,722.00	
The Taxable Amount Includes the Mobility Rebate of \$1,000.00 For Ford Chassis		Taxable Amount	\$62,102.00	
Monterey Park*		Tax Total	\$6,365.46	10.250%
		Sub-Total	\$84,189.46	
		CalACT Fee	\$1,166.09	
		DMV E-File Fee:	\$31.00	
		DMV Fee	\$0.00	(Estimated)
		Tire Fee	\$12.25	
		Local Delivery	\$0.00	
		Total	\$85,398.79	
		Number of Units	1	
		Final Total	\$85,398.79	

Purchasing of vehicles requires a CALACT membership, letter of assignment, and payment of procurement fee. If you have any questions, please contact CALACT direct at 916-920-8018

Class V 350 Medium Roof Standard Options

Class V 350 Medium Roof Standard Options				
Description		Color	Chassis	Engine
T-350 Mid Roof 148WB Sliding Door 9,250# GVWR		Oxford White	X2C	3.5L PFDi V6
1	1 Wheelchair On 148" Wheel Base - Wagon Without Seats	☒ Mid Roof	☐ High Roof	
3	2 Passenger GO-ES Forward Facing Fold Away Seat With 3 Point Shoulder Belt	# CRS Option		
1	Add Additional Wheelchair Location With QRT Deluxe Tiedowns, L-Pod Anchors, Lap & Non-Retractable Shoulder Belts			
2	Upgrade To 360° Tiedowns - Meets WC18 & WC19 Standards (Each)			
2	Retractable Shoulder Harness With Height Adjustment (Each)	Add Ret. Lap Belts ☐	Removeable ☐	
2	Tiedown Storage Pouch Mounted On Sidewall (Holds 1 Set Of Tiedowns)			
2	Tiedown Web Loops (4-Per Wheelchair)			
1	High Engine Idle Option For Intermotive Interlock System			
1	Replace GerFlor With Grey Altro Floor (Alternate Colors Will Need To Be Ordered)	Alternate Color:		Link
1	Drive Shaft Retainer Loop			
1	Safety Kit Includes: 5lb Fire Extinguisher, First Aid Kit, Triangle Reflectors			
1	L.E.D. Step Well Light			
1	8x12 Torso Pad.			



SUMMARY OF STANDARD WARRANTIES

(Provide complete warranty information and parchment with proposal)

Warranty	Miles	Years	Warranty Details
Body Structure	Unlimited	5	See attached Warranty Info
Chassis	36,000	3	See attached Warranty Info
Engine	60,000	5	See attached Warranty Info
Transmission	60,000	5	See attached Warranty Info
Air conditioner	36,000	3	See attached Warranty Info
Lift/Ramp	Unlimited	5	See attached Warranty Info
EV Battery	N/A	N/A	N/A
EV Conversion/Installation	N/A	N/A	N/A
CNG Warranty (Install and tanks)	N/A	N/A	N/A



Creative Bus Sales

14740 Ramona Avenue
Chino, CA 91710
888.633.8380



Creative Bus Sales

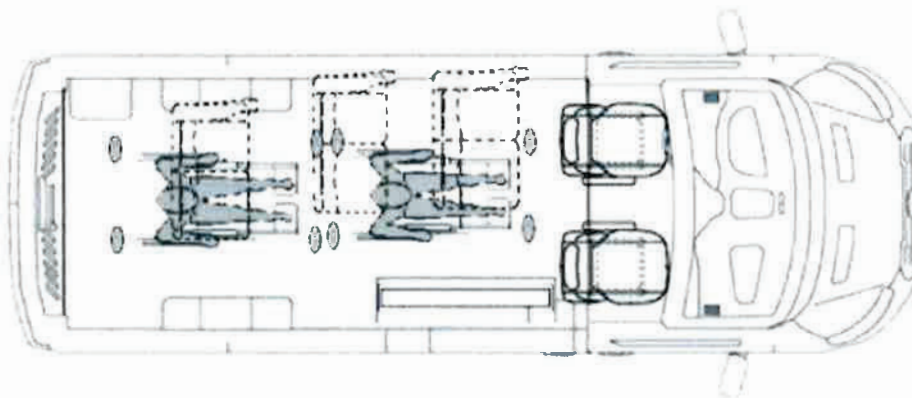
7471 Reese Road
Sacramento, CA 95828
888.633.8380

CalACT MBTA RFP #20-01 - Class V - Quote Sheet (Rev 2022)

Vehicle Type:	Class V - MobilityTRANS	Date:	6/12/2023	
Contact:	Bruce Fallon	Lift Info:	☒ Front	☒ Braun
Agency:	City of Monterey Park	Seat Material Level:	Level 4	
Address:	320 West Newmark Ave	Seat Color:	Gray	
City, State, Zip:	Monterey Park, CA 91754	Flooring and Color:	Gray Altro Floor	
Phone:	626-307-1288	Salesperson:	Mike Farr	
E-Mail:	bfallon@montereypark.ca.gov	Salesperson Cell:	909-730-5319	
Delivery:	270 DAYS FROM PO	Salesperson E-Mail:	Mikef@creativebussales.com	
Quantity:	Description	Price	Ext. Price	ADA
1	Class V - V350 (Transit Van)	\$70,017.00	\$70,017.00	\$9,800.00
Published Options				
1	1 - Shift-n-Step	\$6,922.00	\$6,922.00	\$6,922.00
1	41 - Delivery Zone 1	\$800.00	\$800.00	
		Class V - Base Price	\$70,017.00	
		Published Options	\$7,722.00	
		Non-Published Options	\$0.00	
		Total	\$77,739.00	\$16,722.00
		Doc Prep Fee	\$85.00	
The Non-Taxable Amount is the ADA Equipment in the Base and Added as Options		Non-Taxable	\$16,722.00	
The Taxable Amount Includes the Mobility Rebate of \$1,000.00 For Ford Chassis		Taxable Amount	\$62,102.00	
Monterey Park*		Tax Total	\$6,365.46	10.250%
		Sub-Total	\$84,189.46	
		CalACT Fee	\$1,166.09	
		DMV E-File Fee:	\$31.00	
		DMV Fee	\$0.00	(Estimated)
		Tire Fee	\$12.25	
		Local Delivery	\$0.00	
		Total	\$85,398.79	
		Number of Units	1	
		Final Total	\$85,398.79	
Purchasing of vehicles requires a CALACT membership, letter of assignment, and payment of procurement fee. If you have any questions, please contact CALACT direct at 916-920-8018				

Class V 350 Medium Roof Standard Options

Class V 350 Medium Roof Standard Options				
Description		Color	Chassis	Engine
T-350 Mid Roof 148WB Sliding Door 9,250# GVWR		Oxford White	X2C	3.5L PFDi V6
1	1 Wheelchair On 148" Wheel Base - Wagon Without Seats	☒ Mid Roof	☐ High Roof	
3	2 Passenger GO-ES Forward Facing Fold Away Seat With 3 Point Shoulder Belt	# CRS Option		
1	Add Additional Wheelchair Location With QRT Deluxe Tiedowns, L-Pod Anchors, Lap & Non-Retractable Shoulder Belts			
2	Upgrade To 360° Tiedowns - Meets WC18 & WC19 Standards (Each)			
2	Retractable Shoulder Harness With Height Adjustment (Each)	Add Ret. Lap Belts ☐	Removeable ☐	
2	Tiedown Storage Pouch Mounted On Sidewall (Holds 1 Set Of Tiedowns)			
2	Tiedown Web Loops (4-Per Wheelchair)			
1	High Engine Idle Option For Intermotive Interlock System			
1	Replace GerFlor With Grey Altro Floor (Alternate Colors Will Need To Be Ordered)	Alternate Color:		Link
1	Drive Shaft Retainer Loop			
1	Safety Kit Includes: 5lb Fire Extinguisher, First Aid Kit, Triangle Reflectors			
1	L.E.D. Step Well Light			
1	8x12 Torso Pad.			



SUMMARY OF STANDARD WARRANTIES

(Provide complete warranty information and parchment with proposal)

Warranty	Miles	Years	Warranty Details
Body Structure	Unlimited	5	See attached Warranty Info
Chassis	36,000	3	See attached Warranty Info
Engine	60,000	5	See attached Warranty Info
Transmission	60,000	5	See attached Warranty Info
Air conditioner	36,000	3	See attached Warranty Info
Lift/Ramp	Unlimited	5	See attached Warranty Info
EV Battery	N/A	N/A	N/A
EV Conversion/Installation	N/A	N/A	N/A
CNG Warranty (Install and tanks)	N/A	N/A	N/A



City Council Staff Report

DATE: July 5, 2023

AGENDA ITEM NO: Consent Calendar - 3K

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: Barnes Park Amphitheater Seating Upgrades

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to purchase seating materials in the amount of \$75,816.41 from Irwin Seating Company;
2. Authorizing the City Manager to execute a Public Works contract, in a form approved by the City Attorney, with Irwin Seating Company for installation of new seating in the amount of \$17,906.25; and
3. Taking such additional, related action that may be desirable.

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).

EXECUTIVE SUMMARY

The City's Capital Improvement Plan (CIP) includes Project No. 95028 for Barnes Park Amphitheater seating improvements. The proposed work includes the replacement of existing seats and lighting to improve the performance and ceremony viewing experiences for the community.

In February 2023, Public Works staff, in collaboration with the Recreation Department, researched and identified seating material that would be a suitable replacement for the existing Amphitheater seating. City Staff identified BuyBoard as a company that has an agreement with Irwin Seating Company for procurement of the Amphitheater seating. Once the seating was identified, staff solicited informal bids for the installation of the seating from three contractors: Irwin Seating Company, RE Schultz, and Zoom Recreation. Irwin Seating Company submitted the lowest bid for installation. It is recommended that City Council authorize the purchase of seating material from Irwin Seating Company utilizing the discounted pricing provided by the BuyBoard agreement and also award a public works contract for the installation of new seating.

BACKGROUND

The Amphitheater Seating Project No. 95028 scope includes the replacement of existing seating at the Barnes Park Amphitheater. Public Works staff, in collaboration with the

Recreation Department, researched and identified seating material that would be a suitable replacement for the project location and obtained a quote from Irwin Seating Company, which is an approved BuyBoard vendor that provides seating equipment at pre-negotiated prices.

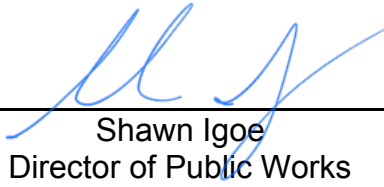
Monterey Park Municipal Code § 3.20.050 (2) allows the City Council to approve the purchase of items when the supply can be obtained from only one vendor, or there are circumstances demonstrating that only one vendor is best qualified to provide the supplies. Irwin Seating Company demonstrated that its custom seats can only be purchased from that company. City staff has also identified BuyBoard as a company with an agreement for the procurement of the Irwin Seating Company seating equipment with pre-negotiated costs. A review of the BuyBoard agreement, compared to the State of California Multiple Award Schedule (CMAS) purchasing agreement, shows that the City may purchase the selected seating pieces from Irwin Seating Company at the lowest price available. Therefore, staff recommends the purchase of seating material from Irwin Seating Company utilizing the discounted pricing provided by the BuyBoard agreement.

Following the identification of the seating material, in May, staff solicited informal bids for the removal of existing seats and installation of the new seating equipment for this project. While the City's informal bidding requirements allow for direct negotiations (MPMC § 3.100.040), staff still secured three informal bids from Irwin Seating Company at \$17,906.25; Zoom Recreation at \$30,200.00; and R.E. Schultz at \$48,565.00. Irwin Seating Company provided the lowest price at \$17,906.25. Due to the installation costs coming under budget, staff was able to revise its original quote for seating material to include lights. The updated scope of the proposed project includes removing existing seats; site preparation; and installation of new seats and lighting. Staff recommends City Council authorize the purchase, removal, and installation of the seats and lights at Barnes Park Amphitheater by Irwin Seating Company.

FISCAL IMPACT

The funds for the proposed contracts are included in CIP Project No. 95028.

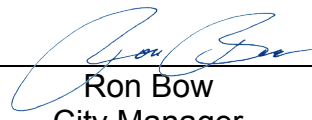
Respectfully submitted and prepared by:


Shawn Igoe
Director of Public Works

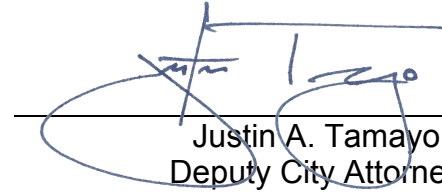
Reviewed by:


Martha Garcia
Director of Finance

Approved by:


Ron Bow
City Manager

Reviewed by:


Justin A. Tamayo
Deputy City Attorney

ATTACHMENT

1. Irwin Seating Company Material Proposal
2. Irwin Seating Company Labor Proposal
3. Zoom Recreation Labor Proposal
4. R.E. Schultz Labor Proposal

ATTACHMENT 1
Irwin Seating Material Proposal



Buy-Board Contract Proposal

Contract 667-22

DATE: Tuesday, May 30, 2023

QUOTE EXPIRES: Sunday, July 30, 2023

TO: Ziad Mazboudi
TransTech

REFERENCE: City of Monterey Park - Barnes Park Amphitheatre
Monterey Park, CA



We are pleased to offer the following proposal for Irwin Seating Company outdoor chairs.

375 Irwin Seating Company Patriot, Model 30.52.00.30, including the following components, options, accessories and outdoor finishes:

- No. 30 Patriot - Non-upholstered blow molded polyethylene back.
- No. 52 Patriot - Non-upholstered blow molded polyethylene seat.
- No. 30 Patriot steel center standards, riser mounted.
- No. 00 Patriot open end standards, riser mounted.
- 54 12v LED outdoor rated aisle lights (Tovili Beacon OD)
- 2 120v to 12v transformers
- Injection molded armrests.
- 2" round aluminum row designation letter plates.
- Aluminum Patriot seat designation number plates.
- 4 ADA transfer arm.
- E-coat standards for outdoor use.
- Irwin Cobalt Blue powder coat color on metal components.
- Irwin Cobalt Blue standard plastic color on seat component.
- Irwin Cobalt Blue standard plastic color on back component.
- Hilti stainless anchor.



Unit List Price: \$ 334.92 Net per chair, FOB Grand Rapids
PRICING BASED ON SHIPMENT IN JUNE, 2023

Contract Pricing Summary				
QTY	DESCRIPTION	NET	EXTENDED	
375	Irwin Patriot Chairs as per Above - FOB Factory	\$ 334.92	\$	\$ 125,595.00
375	BuyBoard Contract Discount (50% off mfg list price)	\$ (167.46)	\$	\$ (62,797.50)
375	Net Member FOB Factory Price:	\$ 167.46	\$	\$ 62,797.50
1	Freight (Dedicated Truck from Grand Rapids, MI)	\$ 7,053.15	\$	\$ 7,053.15
1	CA Sales Tax		\$	\$ 5,965.76
	Delivered Materials Only Price			\$ 75,816.41

Continued:

TERMS AND CONDITIONS

- Payment Terms are to be approved by Irwin Seating Company
- Pricing is delivered only. Unloading and all onsite activity is not included.

Unless otherwise noted:

- This proposal is subject to Irwin Seating Company Standard Terms and Conditions.
- This proposal is based upon the use of standard Irwin Seating Company products, manufactured using standard Irwin Seating Company methods.
- This proposal is based upon the use of the referenced fabric, and standard paint, plastic, stain and laminate selections. Options or special details are only provided to the extent specifically listed in this proposal. If any of the above specifications change, alternative pricing must be quoted.
- Pricing is based on floor mount chairs mounted to concrete unless specified otherwise in this proposal.
- Pricing is based on minimum average row length of 10 chairs.
- Pricing is F.O.B. factory and does not include freight, installation, sales tax, and performance and payment bonds.
- If applicable, sales tax will be charged based on the tax rate in effect at the time of billing. For tax exempt orders, please provide Irwin Seating Company a copy of your tax exempt certificate along with your purchase order for review and approval.
- **Pricing provided is based on manufacturing and shipment of as indicated above. (JUNE, 2023) Irwin Seating Company reserves the right to modify pricing should manufacturing and shipment of be delayed.**
- If the order goes into storage, payment will be required for the stored materials.
- Adherence to project milestones as outlined in the critical date schedule is required to meet requested shipment dates.
- Our quotation is based upon the following concrete specifications: (if applicable)
 - 1) Floor mounted chairs must be 3" thick free from obstructions for top 1-1/2".
 - 2) Riser mounted chairs must be 4" thick free from obstructions for 2-1/2" from riser face.
 - 3) Riser to be plumb + or - 1/8".
 - 4) Normal weight concrete to be compressive strength 3000 PSI (structural concrete).
 - 5) Structural light weight concrete is acceptable if it is 5000 PSI minimum and weights 90-115 pounds per cubic foot.
- Pricing is valid for 60 days from date of issue. If purchase order is not received within 60 days of this quote date Irwin Seating Company reserves the right to reissue the quotation with adjusted pricing.

If you have any questions, please contact your Irwin Seating Company Project Administrator for clarification.

IRWIN SEATING COMPANY

Spence Benedict
Director of Sales
616-574-7341
spence.benedict@irwinseating.com

ATTACHMENT 2
Irwin Seating Company Labor Proposal



Labor Only Proposal

BuyBoard Contract 667-22

DATE: Thursday, May 25, 2023

QUOTE EXPIRES: Tuesday, July 25, 2023

TO: Ziad Mazboudi
TransTech

REFERENCE: City of Monterey Park - Barnes Park Amphitheatre
Monterey Park, CA



We are pleased to offer the following proposal for Irwin Seating Company outdoor chairs.

375 Irwin Seating Company Patriot, Model 30.52.00.30, including the following components, options, accessories and outdoor finishes:

- 4
- No. 30 Patriot - Non-upholstered blow molded polyethylene back.
 - No. 52 Patriot - Non-upholstered blow molded polyethylene seat.
 - No. 30 Patriot steel center standards, riser mounted.
 - No. 00 Patriot open end standards, riser mounted.
 - Injection molded armrests.
 - 2" round aluminum row designation letter plates.
 - Aluminum Patriot seat designation number plates.
 - ADA transfer arm.
 - E-coat standards for outdoor use.
 - Irwin standard powder coat color on metal components.
 - Single Irwin standard plastic color on seat component.
 - Single Irwin standard plastic color on back component.
 - Hilti stainless anchor.



On-Site Labor Pricing				
QTY	DESCRIPTION		NET	EXTENDED
375	Removal & Disposal/Recycle of Existing Seating		\$ 14.50	\$ 5,437.50
375	Turn-Key Installation of New Seating as per Above		\$ 33.25	\$ 12,468.75
On-site Labor as per Above:				\$ 17,906.25

TERMS AND CONDITIONS

- Payment Terms are to be approved by Irwin Seating Company
- Labor rates based on Prevailing Wage scale. NON UNION LABOR.

Unless otherwise noted:

- This proposal is subject to Irwin Seating Company Standard Terms and Conditions.
- This proposal is based upon the use of standard Irwin Seating Company products, manufactured using standard Irwin Seating Company methods.

- This proposal is based upon the use of the referenced fabric, and standard paint, plastic, stain and laminate selections. Options or special details are only provided to the extent specifically listed in this proposal. If any of the above specifications change, alternative pricing must be quoted.
- Pricing is based on floor mount chairs mounted to concrete unless specified otherwise in this proposal.
- Pricing is based on minimum average row length of 10 chairs.
- Pricing is based on 54" wide fabric without a pattern or direction orientation specified. Railroaded (directional) fabrics or fabric with repeats may result in additional costs.
- Pricing is F.O.B. factory and does not include freight, installation, sales tax, and performance and payment bonds.
- If applicable, sales tax will be charged based on the tax rate in effect at the time of billing. For tax exempt orders, please provide Irwin Seating Company a copy of your tax exempt certificate along with your purchase order for review and approval.
- **Pricing provided is based on manufacturing and shipment of as indicated above. (FALL, 2023) Irwin Seating Company reserves the right to modify pricing should manufacturing and shipment of be delayed.**
- If the order goes into storage, payment will be required for the stored materials.
- Adherence to project milestones as outlined in the critical date schedule is required to meet requested shipment dates.
- Our quotation is based upon the following concrete specifications: (if applicable)
 - 1) Floor mounted chairs must be 3" thick free from obstructions for top 1-1/2".
 - 2) Riser mounted chairs must be 4" thick free from obstructions for 2-1/2" from riser face.
 - 3) Riser to be plumb + or - 1/8".
 - 4) Normal weight concrete to be compressive strength 3000 PSI (structural concrete).
 - 5) Structural light weight concrete is acceptable if it is 5000 PSI minimum and weights 90-115 pounds per cubic foot.
- Pricing is valid for 60 days from date of issue. If purchase order is not received within 60 days of this quote date Irwin Seating Company reserves the right to reissue the quotation with adjusted pricing.

If you have any questions, please contact your Irwin Seating Company Project Administrator for clarification.

IRWIN SEATING COMPANY

Spence Benedict
 Director of Sales
 616-574-7341
spence.benedict@irwinseating.com

ATTACHMENT 3
Zoom Recreation Labor Proposal

Zoom Recreation
4000 Barranca Parkway Suite 250-659
Irvine, CA 92604
(866) 516-5439
dan@zoomrecreation.com



Quote

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

SHIP TO
Ziad Mazboudi
City of Monterey Park
320 W Newmark Ave.
Monterey Park, CA 91754

QUOTE # 2655
DATE 05/25/2023
EXPIRATION DATE 06/30/2023

PROJECT MANAGER
Justin Lotz

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	SERVICE	Demo existing amphitheater seating and install new owner provided seating QTY: 379 total seats Includes: Receive the shipment Demo and dispose of existing seats Assembly Surface Mount Installation Assumes: Mounting Hardware to be provided by the manufacturer Prevailing Wages Included Bid excludes the purchase of the new seats Bid excludes secure storage containers	1	31,200.00	31,200.00

Installations scheduled after 90 days of proposal acceptance may be subject to price adjustments.

SUBTOTAL	31,200.00
TAX	0.00
TOTAL	\$31,200.00

This proposal does not provide for the following:

- Service items, unless stated: receipt, inventory, loading, unloading, storage, security of equipment, or security fencing
- Site sub-grade issues: material not suitable for footings, material requiring demolition, or contaminants that may require remediation, or in-place mechanical systems, including, but not limited to: irrigation, water, electric, sewer, or gas.

Client acknowledges that Zoom Recreation is not liable for any damage to existing concrete, landscaping or other surfaces while installing and/or using heavy machinery on-site.

This proposal does not include any bonding, permits, permitting fees, 3rd party inspection fees, or other related fees.

All invoices past due 30 days are subject to a 2% late fee.

Actual structure colors may vary slightly from renderings.

A 50% deposit and signed contract are required upon approval.

Accepted By

Accepted Date

Zoom Recreation
4000 Barranca Parkway Suite 250-659
Irvine, CA 92604
(866) 516-5439
dan@zoomrecreation.com



Quote

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

SHIP TO
Ziad Mazboudi
City of Monterey Park
320 W Newmark Ave.
Monterey Park, CA 91754

QUOTE # 2655
DATE 05/25/2023
EXPIRATION DATE 06/30/2023

PROJECT MANAGER
Justin Lotz

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	SERVICE	Demo existing amphitheater seating and install new owner provided seating QTY: 379 total seats Includes: Receive the shipment Demo and dispose of existing seats Assembly Surface Mount Installation Assumes: Mounting Hardware to be provided by the manufacturer Prevailing Wages Included Bid excludes the purchase of the new seats Bid excludes secure storage containers	1	31,200.00	31,200.00

Installations scheduled after 90 days of proposal acceptance may be subject to price adjustments.

SUBTOTAL	31,200.00
TAX	0.00
TOTAL	\$31,200.00

This proposal does not provide for the following:

- Service items, unless stated: receipt, inventory, loading, unloading, storage, security of equipment, or security fencing
- Site sub-grade issues: material not suitable for footings, material requiring demolition, or contaminants that may require remediation, or in-place mechanical systems, including, but not limited to: irrigation, water, electric, sewer, or gas.

Client acknowledges that Zoom Recreation is not liable for any damage to existing concrete, landscaping or other surfaces while installing and/or using heavy machinery on-site.

This proposal does not include any bonding, permits, permitting fees, 3rd party inspection fees, or other related fees.

All invoices past due 30 days are subject to a 2% late fee.

Actual structure colors may vary slightly from renderings.

A 50% deposit and signed contract are required upon approval.

Accepted By

Accepted Date

ATTACHMENT 4
R.E. Schultz Labor Proposal



General Engineering
Contractors Lic. #1007195

Ph# (714) 649-2627

Fax# (714) 740-5049

www.reschultzconstruction.com

DIR #1000033385

Proposal

No. 6255

Date

5/9/2023

Job Name

Barnes Park

Job

Job Address

Barnes Park
350 S. McPherrin Ave.
Monterey Park, CA

PROPOSAL SUBMITTED TO:

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

WE SUBMIT A PROPOSAL FOR THE FOLLOWING:

	Qty	Price	Amount
1. Replacement of 375 Amphitheater Seats at Barnes Park.		48,565.00	48,565.00

* Labor Only.

** Material provided by the City.

Includes: Prevailing Wages.

DUE TO THE CURRENT VOLATILITY OF THE RAW MATERIALS MARKET, SHIPPING, AND LABOR - PROPOSAL IS VALID FOR 30 DAYS.

Total \$48,565.00

EXCLUSIONS: (UNLESS NOTED ABOVE) PERMITS, FEES, TESTING OF ANY KIND, BONDS, DAMAGE TO AND/OR REPAIRS OF LANDSCAPE, SPRINKLERS OR UNMARKED & UNEXPOSED UNDERGROUND UTILITIES, STORAGE, TEMP FENCING, ROCKY SOIL OVER 6" DIAMETER, OR OTHER ITEMS NOT SPECIFICALLY MENTIONED IN SCOPE OF WORK.

AUTHORIZED BY: _____
R.E. SCHULTZ

ACCEPTED BY: _____

DATE: _____

1767 N Batavia St.
Orange, CA 92865



City Council Staff Report

DATE: July 5, 2023

AGENDA ITEM NO: Public Hearing - 4A

TO: The Honorable Mayor and City Council
FROM: Martha Garcia, Director of Finance
SUBJECT: Public Hearing and approval of the 2023-2024 Annual Action Plan as required by the Community Development Block Grant, and HOME Investment Partnerships Programs.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Opening the public hearing to receive testimonial and documentary evidence;
2. Approving the One-year Action Plan (Action Plan) for Fiscal Year 2023-2024 for the Community Development Block Grant ("CDBG"), and HOME Investment Partnerships ("HOME") Programs;
3. Directing staff to prepare and transmit the final documents to the U.S. Department of Housing and Urban Development ("HUD");
4. Authorizing the City Manager, or his designee, to take all actions necessary or desirable to implement the Annual Action Plan, and Subrecipient Agreements; and
5. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

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., a five-year plan) be adopted by the City Council 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, 2023 through June 30, 2024). 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, 2023.

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 2023-24 is \$588,076 in CDBG funding and \$375,733 in HOME funding.

BACKGROUND:

The City of Monterey Park is a federal entitlement grant recipient of CDBG and HOME funds from the U.S. Department of Housing and Urban Development (HUD). As part of the process to receive funding, the City must undertake development of a Consolidated Plan and Annual Action Plan. It is called a Consolidated Plan because it consolidates the application process for HUD's four entitlement grants into one consolidated plan and application. The four grants are: CDBG, HOME, Housing Opportunities for Persons with AIDS (HOPWA), and Emergency Solutions Grant (ESG). All four grants are driven by an entitlement formula process set by the federal government. The City is eligible to participate in two of these programs: CDBG and HOME.

In order to receive the FY 2023-24 allocations, the City must comply with the following requirements of the Consolidated Plan final rule regarding pre-submission requirements:

- ▶ Fulfill citizen participation requirements by conducting a public hearing to receive citizen input regarding annual funding needs;
- ▶ Publish a Draft Annual Action Plan for a 30-day comment period in order to receive citizen input regarding the final document; and
- ▶ Conduct a public hearing adopting the final Annual Action Plan.

HUD requires every state and local government that receives CDBG and HOME funding to prepare a five-year comprehensive plan which brings community needs and resources together to achieve statutory goals, and thereby address decent housing, create a suitable living environment and expand economic opportunities for the city's residents, particularly for low- and moderate- income persons. As an Entitlement Community, the City of Monterey Park is required to prepare and submit a five-year Consolidated Plan that serves as the federal planning document for receiving CDBG and HOME Program funds. The City completed its 2020-2024 Consolidated Plan in 2020.

Every year, the City is also required to prepare and submit an Annual Action Plan to HUD which serves to update and delineate efforts in the program year ahead toward meeting the priorities established by the City in its Consolidated Plan. The Annual Action Plan operates on a single program year established by the City (i.e., July 1, 2023 through June 30, 2024), whereas the Consolidated Plan covers a five-year planning period (July 1, 2020 through June 30, 2025).

CDBG Program

In reviewing the CDBG recommendations, it would be appropriate for the City Council to remember that only three broad funding categories are considered eligible under CDBG regulations. A project must either provide benefits to low- or moderate-income persons, eliminate slum or blighted conditions, or satisfy an urgent need. In addition, of the CDBG funds received, no more than 15% (\$88,211) of the annual grant amount can be used for social service activities; no more than 20% (\$117,615) of the grant amount can be used for Planning and

Administrative services; and at least 70% of all funds must be used for low-to-moderate income activities.

The Annual Action Plan continues to include funds for the Administration, and Fair Housing services.

HOME Program

In reviewing the HOME funds recommendations, it would be appropriate for the City Council to remember that no more than 10% (\$37,573) can be used for Planning and Administrative services. At least 15% (\$56,340) must be set aside for CHDO, as constituted under the regulations. The balance of funds can only be used for housing activities. Unexpended amounts were carried over from prior year budgets for Owner-Occupied Rehabilitation Loans.

In accordance with CDBG and HOME Program regulations, the proposed PY 2023-2024 One Year Action Plan proposed activities and funding are as follows:

CDBG ACTIVITIES	
Administration	\$117,615
Fair Housing	\$25,000
Barnes Park Restrooms	\$445,461
Total 2023-2024 Allocation	\$588,076

HOME ACTIVITIES	
Administration	\$37,573
Homeowner/Rental Rehabilitation	281,820
CHDO Project	\$56,340
Total 2023-2024 Allocation	\$375,733

The public notice was published on June 1, 2023, in the Monterey Park Progress newspaper to inform the public of the 30-day public review period and July 5, 2023, Public Hearing for discussions on the 2023-2024 Annual Action Plan. The documents were available for public review from June 1, 2023 through July 3, 2023. At the time of preparing this staff report, City staff has not received any written comments concerning the Annual Action Plan. HUD requires that cities prepare and adopt a One-year Action Plan, which provides for the expenditure of CDBG, and HOME.

FISCAL IMPACT:

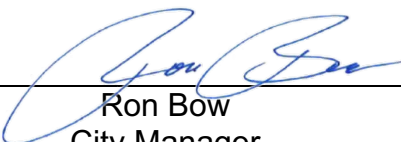
There is no fiscal impact to the General Fund.

Respectfully submitted by:



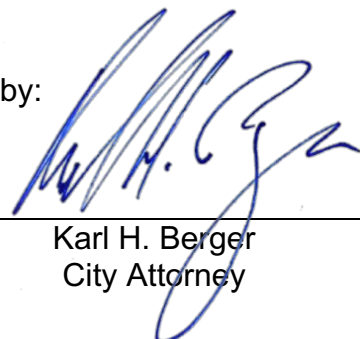
Martha Garcia
Director of Finance

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT:

1. 2023-2024 One-Year Annual Action Plan

ATTACHMENT 1
2023-2024 One-Year
Annual Action Plan

Annual Action Plan 2023-2024



**City of Monterey Park
320 West Newmark Avenue
Monterey Park, CA 91754**

Table of Contents

Executive Summary.....	1
AP-15 Expected Resources – 91.220(c)(1,2).....	4
AP-20 Annual Goals and Objectives.....	9
AP-35 Projects – 91.220(d)	13
AP-38 Project Summary	15
AP-50 Geographic Distribution – 91.220(f).....	19
AP-55 Affordable Housing – 91.220(g)	21
AP-60 Public Housing – 91.220(h)	22
AP-65 Homeless and Other Special Needs Activities – 91.220(i)	23
AP-75 Barriers to affordable housing – 91.220(j).....	25
AP-85 Other Actions – 91.220(k).....	28
AP-90 Program Specific Requirements – 91.220(l)(1,2,4)	31
 Appendix:	
Appendix A – Citizen Participation	33
Appendix B – SF424 Forms and Certifications.....	34

Executive Summary

1. Introduction

As a condition for the City of Monterey Park (City) to receive Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds, the City must submit a five-year Consolidated Plan (Con Plan) outlining the jurisdiction's housing and community development needs and priorities, and an Annual Action Plan identifying how the jurisdiction plans to allocate its US Department of Housing and Urban Development (HUD) funding allocations to address those priority needs. This report utilizes HUD's current standard template for producing the 2023–2024 Annual Action Plan directly within HUD's Integrated Disbursement and Information System (IDIS).

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The primary objective of the CDBG Program is the development of viable urban communities, which is achieved by providing the following General Objective Categories. The City of Monterey Park incorporated outcome measures for activities in accordance with the Federal Register Notice dated March 7, 2006, which require the following Performance Measure Objectives/Outcomes to be associated with each activity funded:

General Objective Categories - Activities will meet one of the following:

- Decent Housing (DH)
- A Suitable Living Environment (SL)
- Economic Opportunity (EO) General

Outcome Categories - Activities will meet one of the following:

- Availability/Accessibility (1)
- Affordability (2)
- Sustainability (3)

The City of Monterey Park has a range of housing and community development needs. CDBG funds alone are not adequate to address the myriad of needs identified during the public outreach process and summarized in the Needs Assessment of this Consolidated Plan. Recognizing the national objectives of the CDBG program and specific program regulations, the City intends to use CDBG funds to coordinate programs, services, and projects to create a decent and suitable living environment to benefit low- and moderate-income households and those with special needs. Needs which have been determined to be a High Priority level will receive funding during the Five-Year Consolidated Plan. The Low Priority Need may be funded based on the availability of funds. The priorities for the FY 2020-2024 Consolidated Plan

established in consultation with residents and community groups will be prioritized in the following order.

High Priority

- Improve, Maintain, and Expand Affordable Housing
- Promote Equal Housing Opportunity
- Support Economic Development Opportunities
- Planning and Administration

3. Evaluation of past performance

The City has made progress meeting Con Plan goals and priority needs. Many of the activities performed have contributed to stabilizing the City's low--income neighborhoods and improved the living conditions of low- to moderate-income families and individuals. Overall, the strategies and goals outlined in the Con Plan are evaluated and reported out annually through the Consolidated Annual Performance Evaluation Report (CAPER) process. The CAPER covers a program year (July 1st-June 30th) and is prepared by the City's Housing Department.

The City has made progress meeting Con Plan goals and priority needs. Many of the activities performed have contributed to stabilizing the City's low--income neighborhoods and improved the living conditions of low- to moderate-income families and individuals.

- Major activities focused on preservation of the City's affordable housing stock through renovations performed on owner-occupied housing. The scope of the renovations varied depending on the program and household needs with improvements ranging from basic health and safety improvements to full scale renovation projects eliminating blighted conditions.
- Housing Choice Vouchers (Section 8) administered by the Los Angeles County Development Authority (LACDA) on behalf of the City of Monterey Park, offered tenant assistance for those qualifying low- to moderate-income residents.
- Housing, supportive services, and case management were provided to homeless persons through several of the City's County partners such as Los Angeles Homeless Service Authority.
- The City's subrecipient, Housing Rights Center, continued to assist the City in meeting its obligations to affirmatively further fair housing choice within Monterey Park.

The most recent past performance evaluation and reporting can be found in the FY 2021–2022 Comprehensive Annual Performance Evaluation Report (CAPER). This report provides both summary and details of resources, distribution, and accomplishments for CDBG and HOME funded programs.

4. Summary of public comments

The Annual Action Plan was made available for public review from June 1, 2023, through July 3, 2023. The City prepared a notice announcing the Draft Action Plan was available for public review on the City's website and at the Monterey Park City Hall. The notice was published in the local newspaper. The notice also indicated the date, time, and location of the City Council public hearing for adoption of the Annual Action Plan and included:

- The amount of CDBG/HOME assistance expected to be received during the plan duration;
- The range of activities that are proposed under the Action Plan using CDBG and HOME funds.

No written or oral comments were received.

5. Summary of comments or views not accepted and the reasons for not accepting them

No written comments or views were not accepted.

6. Summary

Examination of 2011-2015 American Community Survey (ACS) 5-Year Estimates and the 2011-2015 Comprehensive Housing Affordability Strategy (CHAS) data, in addition to local data, as well as consultation with citizens and stakeholders revealed high priority needs to be addressed through the investment of an anticipated CDBG and HOME funds over the five-year period of the Consolidated Plan. The investment of CDBG and HOME funds in eligible activities shall be guided principally by the goals of the Strategic Plan. Activities submitted for consideration in response to any solicitation or Notice of Funds Availability (NOFA) process must conform with one of the Strategic Plan strategies and the associated action-oriented, measurable goals to receive consideration for CDBG and HOME funds.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Monterey Park's 2023-2024 Annual Action Plan is based on priorities established by the City's Five-Year Consolidated Plan. The 2023-2024 Annual Action Plan is the fourth year of the five-year strategy for 2020 through 2024. The Five-Year Consolidated Plan combines two Federal Department of Housing and Urban Development (HUD) Programs: Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME).

The City's Management Services Department, coordinates, manages plans, submits, and implements the process. The Department continues to be involved in activities which enhance the coordination between public and non-profit, private housing providers, and health and service agencies.

The 2023-2024 Annual Action Plan serves as the City's blueprint for providing decent affordable housing to lower-income households, providing suitable living environments, expanding economic opportunities, and expanding the capacity of nonprofit housing providers to the citizens of Monterey Park. This strategic plan sets forth goals, objectives, and performance benchmarks for measuring and establishing a framework for progress. This program year the City anticipates receiving a CDBG allocation of approximately \$588,076 and approximately \$375,733 in HOME funds.

The proposed plan includes the following initiatives under CDBG funding: General Administration, Public Facility Improvement, and Fair Housing. The funds serve extremely low to moderate-income residents.

HOME funded activities include General Administration, and Homeowner/Renter occupied Rehabilitation Program. The populations served are low to moderate-income residents.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 4				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	588,076	0	0	588,076	588,076	The Year 4 amount used is the 2023 amount. The expected amount for the remainder of the Con Plan is simply the Year 4 amount multiplied by 1. Also, the Program Income figure is zero, but changes in programming could potentially create Program Income. Prior Year resources listed are an estimate only based on existing resources and an approximation of expenditures to be made between the writing of the Action Plan and the end of the 2022 Program Year.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	375,733	0	0	375,733	375,733	The Year 4 amount used is the 2023 amount. The expected amount for the remainder of the Con Plan is simply the Year 4 amount multiplied by 1. Also, the Program Income figure is zero, but changes in programming could potentially create Program Income. Prior Year resources listed are an estimate only based on existing resources and an approximation of expenditures to be made between the writing of the Action Plan and the end of the 2022 Program Year.

Table 60 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Monterey Park and HUD share a mutual interest in leveraging HUD resources to the maximum extent possible to deliver high-quality affordable housing, neighborhood improvement programs, supportive services, and economic development.

Entitlement Funds

Leverage, in the context of CDBG funding, means bringing other local, state, and federal financial resources to maximize the reach and impact of the City's U.S. Department of Housing and Urban Development (HUD) funded programs. HUD, like many other federal agencies, encourages the recipients of federal monies to demonstrate that efforts are being made to strategically leverage additional funds to achieve greater results. Leverage is also a way to increase project efficiencies and benefit from economies of scale that often come with combining sources of funding for similar or expanded scopes. Funds will be leveraged if financial commitments toward the costs of a project from a source other than the originating HUD program are documented.

Other Federal Grant Programs

In addition to the entitlement dollars listed above, the federal government has several other funding programs for community development and affordable housing activities. These include: The Section 8 Housing Choice Voucher Program, Section 202, the Affordable Housing Program (AHP) through the Federal Home Loan Bank, and others.

It should be noted that in most cases the City would not be the applicant for these funding sources as many of these programs offer assistance to affordable housing developers rather than local jurisdictions.

State Housing and Community Development Sources

In California, the Department of Housing and Community Development (HCD) and the California Housing Finance Agency (CalHFA) administer a variety of statewide public affordable housing programs that help nonprofit affordable housing developers. Examples of HCD's programs include the Multifamily Housing Program (MHP), Affordable Housing Innovation Fund (AHIF), Building Equity and Growth in Neighborhoods Program (BEGIN), and CalHOME. Many HCD programs have historically been funded by one-time State bond issuances and, as such, are subject to limited availability of funding. CalHFA offers multiple mortgage loan programs, down payment assistance programs, and funding for the construction, acquisition, and rehabilitation of affordable ownership units. The State also administers the federal Low-Income Housing Tax Credit (LIHTC) program, a widely used financing source for affordable housing projects. As with the other federal and state grant programs discussed above, the City would either

competitively apply or affordable housing developers could apply for funding through these programs for particular developments in the City.

County and Local Housing and Community Development Sources

There are a variety of countywide and local resources that support housing and community development programs. Some of these programs help local affordable housing developers and community organizations while others help directly to individuals. The Mortgage Credit Certificates (MCC) Program helps first-time homebuyers by allowing an eligible purchaser to take 20 percent of their annual mortgage interest payment as a tax credit against federal income taxes. The County administers the MCC Program on behalf of the jurisdictions, including Monterey Park.

The City will use its excess match carried over from prior years to fulfill its HOME match obligation. HOME regulations allow the excess match to be carried over and applied to future HOME project match liability.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City does not own land or property located within the jurisdiction that may be used to address the needs identified in the plan.

Discussion

Not Applicable.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Goals Summary Information

Goal	Category	Geographic Area	Needs Addressed		Funding	
Housing Strategy Goal #1	Affordable Housing	N/A	Affordable Housing – Rental Assistance		CDBG	\$ 0
	Start Year: 2023		Outcome:	Objective:	HOME	\$ 0
	End Year: 2024		Affordability	Provide decent affordable housing		
	Description:					
	Expand affordable rental housing opportunities, particularly for low-income persons.					
	Goal Outcome Indicator		Quantity Unit			
	Tenant-based rental assistance/Rapid Rehousing		0 Households assisted			
Housing Strategy Goal #2	Affordable Housing	N/A	Affordable Housing - Rehabilitation of Existing Units		CDBG	\$
	Start Year: 2023		Outcome:	Objective:	HOME	\$ 281,820
	End Year: 2024		Affordability	Provide decent affordable housing		
	Description:					
	Preserve existing rental and owner-occupied housing resources.					
	Goal Outcome Indicator		Quantity Unit			
	Residential Rehabilitation		3 Household housing units			

Goal	Category	Geographic Area	Needs Addressed		Funding	
Housing Strategy Goal #3	Affordable Housing	N/A	Affordable Housing – Production of new units		CDBG	\$ 0
					HOME	\$ 56,340
	Start Year: 2023 End Year: 2024		Outcome: Affordability	Objective: Provide decent affordable housing		
	Description: Increase affordable homeownership opportunities, particularly for low- and moderate-income persons.					
	Goal Outcome Indicator		Quantity Unit 1 Household Housing Units			
Homeless Strategy	Homeless	N/A	Homelessness - Outreach		CDBG	\$ 0
			Homelessness - Emergency/Transitional Shelter		HOME	\$ 0
			Homelessness - Rapid Re-Housing			
			Homelessness - Prevention			
	Start Year: 2023 End Year: 2024		Outcome: Availability/Accessibility	Objective: Create suitable living environments		
	Description: Preserve and improve the supply of supportive housing and public services for the homeless and homelessness prevention services.					
	Goal Outcome Indicator		Quantity Unit			
	Public service activities other than Low/Moderate Income Housing Benefit		0 Persons assisted			
	Homeless Person Overnight Shelter		0 Persons assisted			
	Homelessness Prevention		0 Persons assisted			
Special Needs Strategy	Non-Homeless Special Needs	N/A	Community Development - Public Services		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023 End Year: 2024		Outcome: Availability/Accessibility	Objective: Create suitable living environments		
	Description: Provide supportive services for special needs populations.					
	Goal Outcome Indicator		Quantity Unit			
	Public service activities other than low/moderate income housing benefit		0 Persons assisted			

Goal	Category	Geographic Area	Needs Addressed		Funding	
Fair Housing Strategy	Non-Housing Community Development	N/A	Community Development - Public Services		CDBG	\$ 25,000
	Start Year: 2023 End Year: 2024		Outcome: Availability/Accessibility	Objective: Create suitable living environments	HOME	\$ 0
	Description: Continue to implement the Fair Housing laws by providing funding for further fair housing.					
	Goal Outcome Indicator Public service activities other than low/moderate income housing benefit		Quantity Unit 250 Persons assisted			
Community Development Strategy Goal #1	Non-Housing Community Development	N/A	Community Development - Public Infrastructure		CDBG	\$ 0
	Start Year: 2023 End Year: 2024		Outcome: Availability/accessibility	Objective: Create suitable living environments	HOME	\$ 0
	Description: Provide needed public infrastructure improvements in target lower- and moderate-income neighborhoods.					
	Goal Outcome Indicator Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit Other		Quantity Unit 0 Persons assisted 0 Public facilities			
Community Development Strategy Goal #2	Non-Housing Community Development	N/A	Community Development - Public Facilities		CDBG	\$ 445,461
	Start Year: 2023 End Year: 2024		Outcome: Availability/accessibility	Objective: Create suitable living environments	HOME	\$ 0
	Description: Provide for new community facilities and improve the quality of existing community facilities to serve lower- and moderate-income neighborhoods.					
	Goal Outcome Indicator Other		Quantity Unit 1 Public facilities			

Goal	Category	Geographic Area	Needs Addressed		Funding	
Community Development Strategy Goal #3	Non-Housing Community Development	N/A	Community Development - Public Services		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Provide needed community services to serve lower and moderate-income residents.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2023		Outcome:	Objective:		
	End Year: 2024		Availability/accessibility		Create suitable living environments	
	Description:					
	Expand the City’s economic base and promote greater employment opportunities.					
Community Development Strategy Goal #4	Non-Housing Community Development	N/A				

Table 61 – Annual Goals

Projects

AP-35 Projects – 91.220(d)

Introduction

The Action Plan focuses on activities to be funded with the two federal entitlement grants CDBG and administered by the Department of Housing and Urban Development (HUD). Housing and community development needs in the City are extensive and require the effective and efficient use of limited funds. HUD allocates CDBG and HOME funding to eligible jurisdictions on a formula basis, using factors such as population, income distribution, and poverty rate.

CDBG Program - CDBG is an annual grant to cities to assist in the development of viable communities by providing decent housing, a suitable living environment, and expanded economic opportunities, principally to persons of low-and moderate-income. There is a wide range of activities that are eligible under CDBG Programs. CDBG grantees are responsible for ensuring that each eligible activity meets one of three national objectives:

1. Benefiting low and moderate income persons;
2. Aid in the prevention or elimination of slums or blight; and
3. Meet an urgent need that the grantee is unable to finance on its own.

The City is anticipating receiving approximately \$588,076 in PY 2023-2024 CDBG funds. The City will be using \$0 program income, and \$0 carryover from prior years.

HOME Program - HOME funds are awarded annually as formula grants to participating jurisdictions (PJs) The program's flexibility allows local governments to use HOME funds for grants, direct loans, loan guarantees or other forms of credit enhancement, rental assistance or security deposits. HOME is designed to create affordable housing to low-income households. The program was designed to reinforce several important values and principles of community development.

The City is anticipating receiving approximately \$375,733 in PY 2023-2024 HOME funds. The City will be using approximately \$0 in carryover funds from prior years.

Projects

#	Project Name
1	Barnes Park Restrooms
2	Fair Housing
3	CDBG Administration
4	HOME Administration
5	Residential Rehabilitation
6	CHDO Project

Table 1 – Goals Description

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Based on the Strategic Plan, the City is allocating a majority of its non-administrative CDBG and HOME funds for program year 2023-2024 to projects and activities that benefit low- and moderate-income people throughout the City.

The primary obstacles to meeting the underserved needs of low- and moderate-income people include lack of funding from federal, state, and other local sources and the high cost of housing that is not affordable to low-income residents. The projects selected for funding represent programs designed to meet needs identified as high within the consolidated plan. Funding is limited, so not all projects requesting funding were able to be funded. The City strives to have a broad spectrum of programs to meet the needs of as many populations throughout Monterey Park as possible.

Project Summary Information

1	Project Name	Barnes Park Restrooms
	Target Area	Barnes Park
	Goals Supported	Community Development Strategy Goal #4
	Needs Addressed	Community Development - Public Facilities
	Funding	HOME: \$445,461
	Description	Work on restrooms at Barnes Park
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	1
	Location Description	Barnes Park
	Planned Activities	Make improvements needed in the restrooms.
2	Project Name	Fair Housing
	Target Area	Citywide
	Goals Supported	Fair Housing Strategy
	Needs Addressed	Community Development – Public Services
	Funding	CDBG: \$25,000
	Description	HRC will assist the City in taking actions to affirmatively further fair housing. HRC will handle housing discrimination complaints or tenant/landlord counseling.
	Target Date	6/30/2024

	Estimate the number and type of families that will benefit from the proposed activities	250
	Location Description	Citywide
	Planned Activities	HRC will assist the City in taking actions to affirmatively further fair housing. HRC will handle housing discrimination complaints or tenant/landlord counseling.
3	Project Name	CDBG Administration
	Target Area	Citywide
	Goals Supported	Planning and Administration
	Needs Addressed	N/A
	Funding	CDBG: \$117,615
	Description	CDBG Administration
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide
	Planned Activities	The project is a priority because it is necessary for the proper administration of the CDBG program including oversight of the subrecipients and implementation of the citizen participation process.
4	Project Name	HOME Administration
	Target Area	Citywide
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration

	Funding	HOME: \$37,573
	Description	HOME Administration.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide
	Planned Activities	This project is a priority because it is necessary for the proper administration of the HOME program including oversight of the CHDO projects and implementation of the citizen participation process.
5	Project Name	Homeowner/Renter Rehabilitation Program
	Target Area	Citywide
	Goals Supported	Housing Strategy Goal #2
	Needs Addressed	Affordable Housing - Rehab of Existing Units
	Funding	HOME: \$281,820
	Description	Homeowner/Renter Rehabilitation Program
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	3
	Location Description	Citywide
	Planned Activities	This program provides deferred loans/grants to qualified homeowners/renters for rehab on their properties. The loan is due and payable when title is transferred, or property is refinanced or sold. The property

		must be brought up to certain housing standards as part of the rehab assistance. Qualified households must have an annual income at or less than 80% of the area median income.
6	Project Name	CHDO Project
	Target Area	Citywide
	Goals Supported	Housing Strategy Goal #3
	Needs Addressed	Affordable Housing – Production of new units
	Funding	CDBG: \$56,340
	Description	If the City finds a CHDO it will fund an affordable housing project.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide
	Planned Activities	TBD

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Not applicable. The City has not established specific target areas to focus the investment of CDBG funds.

Geographic Distribution

Target Area	Percentage of Funds

Table 2 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City seeks to disburse federal entitlement dollars strategically within low-and moderate-income (LMI) census tracts; however, no specific neighborhoods are targeted for expenditure of funds. Investments in public facilities and services serving special needs populations and primarily low- and moderate-income persons will be made throughout the City. The City will evaluate each eligible project and program based on urgency of needs, availability of other funding sources and financial feasibility. Residential rehabilitation assistance will be available to income-qualified households citywide.

Discussion

Unless otherwise specified, all the City's HUD-funded housing and community development programs are generally available to eligible low- and moderate-income persons citywide. To prevent the concentration of low-income persons, City housing programs are marketed and available throughout the City. The programs are not directed to any one geographical area but rather the extremely low- to moderate-income (0 to 80 percent of the MFI) persons and families. The City wants to promote a balanced and integrated community and is committed to helping throughout the City.

An area benefit is an activity that meets the identified needs of low- and moderate-income persons residing in an area where at least 51 percent of the residents are low- and moderate-income persons. The benefits of this type of activity are available to all persons in the area regardless of income. The City seeks to disburse federal entitlement dollars strategically within low-and moderate-income (LMI) census tracts; however, no specific neighborhoods are targeted for expenditure of funds. Investments in public facilities and services serving special needs populations and primarily low- and moderate-income persons will be made throughout the City. The City will evaluate each eligible project and program based on urgency of needs, availability of other funding sources and financial feasibility. Residential rehabilitation assistance will be available to income-qualified households citywide.

HUD provides estimates of the number of persons that can be considered Low-, Low- to Moderate-, and Low-, Moderate-, and Medium-income persons based on special tabulations of data from the 2011–2015 ACS five-year estimates. LMI percentages are calculated at various principal geographies provided by the Census Bureau. Because timely use of this data is required by regulation, any changes to the City's existing service area boundaries would need to be approved by the City Council. Each year, through the adoption of the City's Annual Action Plan, the City Council approves the service area boundaries as the City's official low- and moderate-income "Target Areas" and "Deteriorating Areas".

The City has traditionally used 100 percent of its CDBG resources to benefit these special areas and/or to operate programs available exclusively to low- and moderate-income people (whereas HUD regulations only require a minimum 70 percent low/mod benefit level for CDBG activities). To continue to achieve this high ratio of low/mod benefit for its CDBG resources, and because of the compelling need to assist these special areas, the City will continue to direct CDBG resources to these special geographic areas.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The tables below delineate the affordable housing goals by population type and program type for FY 2023-24. The City will utilize several programs to achieve these goals.

One Year Goals for the Number of Households to be Supported	
Non-Homeless	250
Total	250

Table 3 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	3
Acquisition of Existing Units	0
Total	3

Table 4 - One Year Goals for Affordable Housing by Support Type

Discussion

Based on the Strategic Plan, the City is allocating 100 percent of its non-administrative CDBG funds for program year 2023-2024 to projects and activities that benefit low- and moderate-income people.

AP-60 Public Housing – 91.220(h)

Introduction

There are no public housing units in the City. The Los Angeles County Development Authority (LACDA) provides rental unit assistance to City residents through the Federal Section 8 Voucher program. The primary objective of this program is to assist low-income (0-50 percent of Median Income) individuals and households in making rents affordable. The following tables are based on the number of public housing and Section 8 Housing Choice Vouchers (HCV) offered by LACDA in their unincorporated areas and the cities in Los Angeles County that do not have their own Housing Authority. There is a total of 21,087 Vouchers provided to County residents of which 1,138 are assigned to the elderly, 184 to homeless individuals, and 534 to disabled individuals. Specifically, Monterey Park annually receives approximately 432 housing vouchers. The largest percentage of Voucher recipients, outside of Whites, is African American individuals.

Actions planned during the next year to address the needs to public housing

There are no public housing units in the City of Monterey Park; therefore, this section does not apply.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

LACDA manages a resident engagement process with their public housing. However, there is no public housing in the City.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

There is no public housing authority in the City of Monterey Park. The City relies on the County of Los Angeles Housing Authority, to address public housing needs and OCHA is not designated as troubled.

Discussion

See discussion above.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City is located within the Los Angeles Homeless Services Authority (LAHSA) Continuum. The continuum provides oversight of federal homeless assistance dollars and collaborates with local communities to provide the best service to our residents who are homeless. The Los Angeles Continuum conducts quarterly community meetings and the public is invited. However, for the 2023-24 program year, and for the foreseeable future, the City of Monterey Park will not receive enough funds from HUD to address the needs of the homeless. The City of Monterey Park will continue to participate in LAHSA's annual homeless count to identify the needs in the community. The Community Service Bureau of the Monterey Park Police Department has dedicated employees who reach out to the homeless individuals in the community guiding them to the regional services provided by LAHSA.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City will continue its efforts in the prevention and reduction of homelessness by supporting the LAHSA and its outreach programs and providing referrals to public assistance programs offered by the County. If additional CDBG funds become available, the City will reconsider funding public service agencies that assist in the prevention and reduction of homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City will continue its efforts in addressing the by collaborating with agencies that provide shelter for the homeless. If additional CDBG funds become available, the City will reconsider funding public service agencies that assist in the emergency shelter and transitional housing needs of homeless persons.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City will continue its efforts in helping homeless persons make the transition to permanent housing and independent living by collaborating with agencies that provide shelter for the homeless. The City will also provide referrals to public assistance programs offered by other agencies to aid in preventing the

recently homeless from becoming homeless again.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City will continue its efforts in helping low-income individuals and families avoid becoming homeless. The City will also provide referrals to public assistance programs offered by other agencies in the County.

Discussion

Please see above.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Constraints to the provision of adequate and affordable housing can be posed by market, governmental, infrastructure and environmental factors. These constraints may result in housing that is not affordable to low- and moderate- income households or may render residential construction economically infeasible for developers. Constraints to housing production significantly impact households with lower incomes and special needs.

Lack of Affordable Housing Funds: The availability of funding for affordable housing has been severely affected by the dissolution of redevelopment in California. Although there are other funding sources for affordable housing such as four percent and nine percent Low Income Housing Tax Credits, HOME, CalHOME, and the Multifamily Housing Program, it is unclear if additional affordable housing projects can be financed since affordable housing projects typically require multiple funding sources. The City is proactive in considering and seeking additional funding sources that will facilitate the construction of affordable housing, development of jobs, and improvement of the quality of life.

Environmental Protection: State law (California Environmental Quality Act, California Endangered Species Act) and federal law (National Environmental Protection Act, Federal Endangered Species Act) regulations require environmental review of proposed discretionary projects (e.g., subdivision maps, use permits, etc.). Costs resulting from the environmental review process may also add to the cost of housing.

Local Residential Development Policies and Regulations: Some portions of the City are subject to development constraints due to the presence of hillsides, seismic hazards, or other special circumstance. These constraints affect the development of all housing, not just affordable housing. The City has revised the General Plan and updated the zoning ordinance to facilitate the provision of affordable housing and sustainable development.

Planning and Development Fees: Development fees and taxes charged by local governments also contribute to the cost of housing. Application processing fees in the City of Monterey Park have not been increased since 2010 and are currently being updated.

Permit and Processing Procedures: The processing time required to obtain approval of development permits is often cited as a contributing factor to the high cost of housing. Unnecessary delays add to the cost of construction by increasing land holding costs and interest payments.

State Prevailing Wage Requirements: The State Department of Industrial Relations (DIR) expanded the kinds of projects that require the payment of prevailing wages. Prevailing wage adds to the overall cost of development.

Davis-Bacon Prevailing Wages: A prevailing wage must be paid to laborers when federal funds are used to pay labor costs for any project over \$2,000 or on any multi-family project over eight units. The prevailing wage is usually higher than competitive wages, raising the cost of housing production and rehabilitation activities. Davis-Bacon also adds to housing costs by requiring documentation of the prevailing wage compliance.

In general, residential developers interviewed for the 2014-21 Housing Element update and the preparation of this Consolidated Plan reported that the City's public policies are not a constraint to new housing production.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Affordable Housing Development Incentives

The City addresses the regional need for more affordable housing through support for the development of new housing units, to increase the supply of affordable housing in the City. For-profit and non-profit housing developers play an important role in providing affordable housing. The City provides financial assistance through participation in the HOME and CDBG programs and offers a variety of development incentives to encourage affordable housing development, such as:

- Continue to implement land use policy that encourages new housing development and affordable housing through density bonuses.
- Assist in the development of new affordable housing units during the 2014-2021 Housing Element through the provision of technical assistance.
- Explore ways to expedite affordable housing developments through the Design Review Board process.
- Investigate and develop list of available incentives/concessions for affordable development within 3 years of adoption of the Housing Element.
- Explore funding available through County of Los Angeles CDC, HCD, and HUD at the request of interested developers. Potential funding programs may include single- and multi-family housing rehabilitation programs and homeownership programs administered by HCD.
- Evaluate and assess residual property taxes distribution under the Redevelopment Dissolution Laws and consider setting aside a portion into an Affordable Housing Fund to assist in development of new units affordable to lower-income households.
- Continue to encourage the development of adequate housing to meet the needs of extremely low-income households and persons with special needs (such as the elderly, victims of domestic

violence, and the disabled).

- Continue to facilitate housing opportunities for special needs persons by allowing emergency shelters as a permitted use in the Industrial Zone.

The responsible agency is the City's Community and Economic Development Department, and the funding source will be the departmental budget.

Section 8 Rental Assistance

Renter overpayment is a significant issue in Monterey Park, as in all Southern California. The City addresses this need through support for efforts to increase Section 8 Housing Choice Voucher funding.

There are no public housing units in the City. The Los Angeles County Development Authority (LACDA) provides rental unit assistance to City residents through the Federal Section 8 Voucher program. The primary objective of this program is to assist low-income (0-50 percent of Median Income) individuals and households in making rents affordable. The following tables are based on the number of public housing and Section 8 Housing Choice Vouchers (HCV) offered by LACDA in their unincorporated areas and the cities in Los Angeles County that do not have their own Housing Authority. There is a total of 21,087 Vouchers provided to County residents of which 1,138 are assigned to the elderly, 184 to homeless individuals, and 534 to disabled individuals. Specifically, Monterey Park annually receives approximately 432 housing vouchers. The largest percentage of Voucher recipients, outside of Whites, is African American individuals.

The Housing Choice Voucher Rental Assistance program extends rental subsidies to very low-income households, as well as elderly and disabled persons. The subsidy represents the difference between 30 percent of the monthly income and the allowable rent determined by the Housing Choice voucher program. The HACoLA coordinates Housing Choice Voucher rental assistance on behalf of the City.

AP-85 Other Actions – 91.220(k)

Introduction:

The City of Monterey Park will provide for a variety of actions that will take place during the next year to address obstacles to meeting underserved needs, foster and maintain affordable housing, evaluate and reduce the number of housing units containing lead-based paint hazards, reduce the number of poverty-level families develop institutional structure, enhance coordination between public and private agencies. This section discusses the City's underserved needs and institutional structure for delivering housing and community development activities.

Actions planned to address obstacles to meeting underserved needs

Efforts to address obstacles to meeting underserved needs will include:

- The City will obtain data from the Housing Authority of the County of Los Angeles on the number of Section 8 households assisted by race, ethnicity, age, and disability status. The City will compare who is being served to the demographic characteristics of the community. In this way, the City will be able to estimate more precisely underserved populations.
- The City will encourage and support the efforts of the Housing Authority of the County of Los Angeles to seek additional Section 8 Housing Choice Vouchers.
- The City will encourage and support the efforts of non-profit housing development corporations to seek funding from federal, state, and local sources for special needs housing.

Actions planned to foster and maintain affordable housing

Monterey Park's annual CDBG and HOME entitlement allocations are limited. The City's HOME rehabilitation program assists with fostering and maintaining affordable housing to low- and moderate-income individuals and families with their housing needs. Another important element in the City's approach to decent housing is the use of Section 8 Rental Vouchers administered through the County of Los Angeles Housing Authority.

Actions planned to reduce lead-based paint hazards

The City will increase lead-based paint (LBP) awareness and abatement in its assisted housing programs. LBP awareness and abatement are key initiatives within the City's Housing Element and CDBG/HOME programs. The City's goal is to make certain that each tenant, landlord, and property owner is fully aware of the dangers, symptoms, and methods of testing, treatment, and prevention of LBP poisoning. The City will address the problem of LBP hazard by implementing the residential rehabilitation program for evaluating and reducing lead hazards during repair and renovation of older housing stock. All applicants eligible for services through the residential rehabilitation program receive the most updated version of the Environmental Protection Agency's (EPA) Protect Your Family from Lead in Your Home. When a

property built before 1978 is approved for grant-funded repairs that may disturb lead-based paint, an inspection test is ordered. When containment and/or abatement are necessary, the homeowner is required to use a contractor certified in lead-safe work practices by the state of California. The City distributes information warning people about the need to maintain buildings, which may contain LBP, as well as other programs to encourage home maintenance, will further aid in mitigating LBP hazards in the City of Monterey Park. The City will adhere to Federal guidelines for reduction activities with LBP.

Actions planned to reduce the number of poverty-level families

While the City has no control over many of the factors affecting poverty, it may be able to assist those living below the poverty line. The City supports other governmental, private, and non-profit agencies involved in providing services to low- and moderate-income residents and coordinates efforts with these groups where possible to allow for more efficient delivery of services.

During the Consolidated Plan period, the City will continue to implement its strategy to help impoverished families achieve economic independence and self-sufficiency. The City's anti-poverty strategy utilizes existing County job training and social service programs to increase employment marketability, household income, and housing options. As funds become available, the City will consider allocating CDBG funds to public service agencies that offer supportive services in the fight against poverty.

Improved employment opportunities are important in reducing the number of people living in poverty. The City addresses this issue by increasing resident's employability through training and increasing the number of higher paying local jobs. The City will coordinate with Mexican American Opportunity Foundation, Management Career Solutions, West San Gabriel WorkSource, and Asian Youth Center, and Chinatown Service Center in conjunction with the Employment Development Department, East Los Angeles Community College, and the County of Los Angeles Community Development Commission. These agencies provide job search services such as workshops, computer classes, phones, fax, computers with internet access, job leads, newspapers, and a resource library for job seekers aged 18 and above. Similarly, employers use some of these agencies to recruit and advertise job openings as well as for job fairs, bringing together top local companies and job seekers.

During the Consolidated Plan period, the City's Economic and Community Development Department will foster economic growth by encouraging economic development opportunities that result in:

1. A jobs/housing balance established through quality employment opportunities for residents;
2. An invigorated economic base through increased sales tax generation; and
3. Economic wealth by attracting external monies to the local economy.

As funding availability permits, the City will consider assistance to public agencies and nonprofit organizations providing neighborhood housing services, supportive services to the homeless, older adults with physical or mental impairment, the mentally ill, victims of domestic violence, and households with

abused children, in addition to other services The City will also continue coordinating with public agencies providing job training, life skills training, lead poisoning prevention and remediation, and other community education programs.

Actions planned to develop institutional structure

The City's Management Services Department is the key department involved in the 5-year Consolidated Plan and Annual Action Plan process. The Management Services Department is responsible for administration of the CDBG and HOME programs, including the Annual Action Plan, CAPER, and program monitoring.

Additionally, the City will focus on:

- Strengthening the working relationship with the Housing Authority of the County of Los Angeles by providing input to and coordinating with that organization. Efforts to strengthen the institutional structure will involve review of the five-year and annual plans of the Housing Authority of the County of Los Angeles, encouraging the Authority to conduct outreach to local landlords, providing information to the Authority on the location of housing suitable for disabled persons, and other similar considerations.
- Developing a working alliance with private institutions such as local lenders and associations of Realtors. Local lenders may be a source of referrals for applicants to the Residential Rehabilitation Program. Local associations of Realtors may help the City to develop ways of increasing homeownership among all populations.

Actions planned to enhance coordination between public and private housing and social service agencies

The City has developed an inventory of public and private housing, health, and social services agencies. The City regularly updates the inventory and maintains a point of contact for each agency. Additionally, the City will obtain the agency-specific 5-Year Consolidated and 1-Annual Action Plans and maintain these plans in a resource binder to facilitate coordination in future program years.

Discussion:

See discussion above.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

CDBG Program - CDBG is an annual grant to cities to assist in the development of viable communities by providing decent housing, a suitable living environment, and expanded economic opportunities, principally to persons of low-and moderate-income. There is a wide range of activities that are eligible under CDBG Programs. CDBG grantees are responsible for ensuring that each eligible activity meets one of three national objectives:

4. Benefiting low and moderate income persons;
5. Aid in the prevention or elimination of slums or blight; and
6. Meet an urgent need that the grantee is unable to finance on its own.

The City is anticipating receiving approximately \$588,076 in PY 2023-2024 CDBG funds. The City does not have program income.

HOME Program - HOME funds are awarded annually as formula grants to participating jurisdictions (PJs) The program's flexibility allows local governments to use HOME funds for grants, direct loans, loan guarantees or other forms of credit enhancement, rental assistance or security deposits. HOME is designed to create affordable housing to low-income households. The program was designed to reinforce several important values and principles of community development.

The City is anticipating receiving approximately \$375,733 in PY 2023-2024 HOME funds. The City does not have any program income available, has no repayments planned and does not have any recaptured funds in local account.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

- | | |
|--|---|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |

4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME) Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City does not use HOME funds in any other manner than those described in Section 92.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

In PY 2023-2024, the City does not plan to use HOME funds for homebuyer down payment assistance. However, some homebuyers that were assisted in prior years may decide to sell their homes during the upcoming program year. In that event, the City will enforce the resale and recapture guidelines.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Not applicable since the City will not implement any HOME assisted homebuyer activities.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City has no plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds.

APPENDIX A
2023-2024 ANNUAL ACTION PLAN
JULY 1, 2023 THROUGH JUNE 30, 2024

Citizen Participation
(To Be Inserted)

APPENDIX B
2023-2024 ANNUAL ACTION PLAN
JULY 1, 2023 THROUGH JUNE 30, 2024

SF 424 Forms and Certifications
(To Be Inserted)



City Council Staff Report

DATE: July 5, 2023

AGENDA ITEM NO: New Business - 5A

TO: The Honorable Mayor and City Council
FROM: Karl H. Berger, City Attorney
SUBJECT: Consideration and possible action to authorize the Mayor to execute an employment agreement with Assistant City Manager Inez Alvarez, in a form approved by the City Attorney, to perform as the Interim City Manager. Fiscal impacts include (1) an approved 5% increase in base compensation for a total of \$230,766 beginning July 8, 2023 during the term of the Agreement; ; and (3) the fring benefits accorded the Assistant City Manager via Resolution No. XXX, adopted July 5, 2023.

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the Mayor to execute a contract with Ms. Inez Alvarez in a form approved by the City Attorney; and
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Upon direction from the City Council the City Attorney negotiated provisions for an employment agreement with Assistant City Manager Inez Alvarez to perform services as the Interim City Manager.

Summary of this contract includes (see Attachment A):

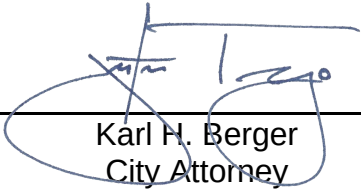
- A base salary of \$230,766 beginning July 8, 2023; and
- The same benefits (health, leave times, etc.) as other executive management employees.

BACKGROUND:

City Manager Ron Bow announced his retirement from City service effective July 7, 2023. At the direction of the City Council, the City Attorney negotiated an agreement with Assistant City Manager Inez Alvarez to perform as Interim City Manager until such time as the City Council selected a permanent City Manager.

The draft Employment Agreement includes a six-month term with a 5% increase in base salary above Ms. Alvarez's base salary as the Assistant City Manager. Additionally, Ms. Alvarez will have the fringe benefits listed in Resolution No. XXX which is separately adopted by the City Council on tonight's agenda.

Respectfully submitted by:



Karl H. Berger
City Attorney

ATTACHMENTS:

- A. Interim City Manager Employment Agreement

ATTACHMENT 1

Interim City Manager Employment Agreement

**INTERIM CITY MANAGER AGREEMENT
BETWEEN THE CITY OF MONTEREY PARK
AND INEZ ALVAREZ**

THIS AGREEMENT is entered into this ____ day of ____, 2023 by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation (“CITY”) and INEZ ALVAREZ, an individual (“EMPLOYEE”).

1. **APPOINTMENT OF INTERIM CITY MANAGER.** INEZ ALVAREZ is appointed as CITY’s Interim City Manager. EMPLOYEE will serve at the pleasure of the City Council and may be replaced at any time, with or without cause, without amending this Agreement.

2. **SCOPE OF SERVICES.** EMPLOYEE will perform the services needed to serve CITY which will include, without limitation, the following:

- A. EMPLOYEE will attend all regular and special meetings of the City Council unless excused by the Mayor; and
- B. Perform the functions and duties specified by statute and relevant CITY ordinances and resolutions for a City Manager, and to perform such other legally permissible and proper duties and functions as the City Council may from time-to-time assign.

3. **TERM.** The term of this Agreement will be for six months from the effective date unless otherwise extended by written amendment by the parties, terminated in accordance with this Agreement, or automatically terminated upon CITY employing a permanent City Manager. After the first six months, the Agreement will automatically renew for successive one-month terms unless terminated by either Party or if automatically terminated by CITY employing a permanent City Manager.

4. **COMPENSATION.** EMPLOYEE will be compensated for providing the services contemplated by this Agreement as follows:

- A. *Basic Compensation.* CITY will pay EMPLOYEE an annual salary of \$230,766. This represents a 5% increase over EMPLOYEE’s annual salary as the Assistant City Manager. Upon termination of this Agreement, EMPLOYEE’s compensation will revert to her pay scale as Assistant City Manager as of July 7, 2023.
- B. *Cost and Expense Reimbursement.* In addition to the foregoing compensation, CITY will reimburse EMPLOYEE for actual and necessary ordinary out-of-pocket expenses reasonably incurred by EMPLOYEE in performance of the service provided by EMPLOYEE to CITY pursuant to this Agreement.

5. FRINGE BENEFITS.

- A. *Executive Leadership Team.* This Agreement is for interim services; EMPLOYEE maintains the ability to be reinstated as the Assistant City Manager. Consequently, she is subject to Resolution No. XX, adopted July 5, 2023, which is incorporated by reference.

6. REINSTATEMENT RIGHTS TO ASSISTANT CITY MANAGER.

- A. EMPLOYEE currently holds the position of Assistant City Manager. As an additional incentive to EMPLOYEE to accept the position of Interim City Manager, CITY agrees to keep the Assistant City Manager position available during the Term of this Agreement. Should EMPLOYEE'S service as Interim City Manager be terminated, EMPLOYEE may (at her discretion) resume her duties as the Assistant City Manager ("Reinstatement Right") with all the rights and protections of that position. To exercise this Reinstatement Right, EMPLOYEE must:
 - i. Be serving as Interim City Manager during the Term of this Agreement; and
 - ii. Provide the Mayor written notice within 10 days of her termination as Interim City Manager of EMPLOYEE's desire to resume service as the Assistant City Manager.
- B. Failure to comply with the requirements of this Section will render EMPLOYEE actually separated from CITY's service.

7. CONFLICTS OF INTEREST. EMPLOYEE represents that neither EMPLOYEE nor any of the attorneys or other persons employed by EMPLOYEE have any material financial interest, direct or indirect, in any contract or decision made by or on behalf of CITY that may be affected by the services to be provided to CITY pursuant to this Agreement, other than a financial interest that is similar, in all material respects, to the interests of the general public. EMPLOYEE agrees that it will comply with CITY's conflict of interest code as adopted by City Council resolution.

8. TERMINATION OF SERVICES.

- A. CITY may terminate this Agreement with or without cause at any time by serving EMPLOYEE with notification of such termination by mail, by fax, or by CITY's Representative's oral notice of termination followed by written confirmation of same served on EMPLOYEE by mail.
- B. EMPLOYEE may terminate this Agreement with or without cause upon 15 days written notice to CITY.

- C. CITY will compensate EMPLOYEE for services and reimburse it for costs rendered through and including the effective date of any termination.

9. INDEMNIFICATION.

- A. CITY will indemnify and defend EMPLOYEE from any and all claims, demands, actions, losses, or charges arising out of, related to, or as a consequence of EMPLOYEE performing her duties as Interim City Manager. Further, CITY will pay all expenses, costs and attorney's fees arising out of or related to the same.
- B. The Parties agree that this Section will survive the termination of this Agreement. CITY's obligations under this Section apply whether EMPLOYEE is or is not retained by the CITY at the time any such claim, demand, action, loss or charge is made or occurs, as the case may be so long as the action giving rise to the claim occurred during the time EMPLOYEE was retained by CITY.

10. INTERIM CITY MANAGER DUTIES AND ETHICS CODE. The City Council will not intervene with the execution of the Interim City Manager's powers and duties as provided by the Monterey Park Municipal Code or other applicable law. EMPLOYEE is expected to conform to the ICMA Code of Ethics.

11. PERFORMANCE EVALUATION. The City Council may evaluate EMPLOYEE at any time. Such evaluations will become a part of EMPLOYEE's personnel file. For any such evaluation, EMPLOYEE or the City Council may require that CITY contract with a third-party consultant to interview individual City Councilmembers regarding EMPLOYEE's performance and prepare a report for the entire City Council to use in evaluating EMPLOYEE's performance.

12. ASSEMBLY BILL 1344 (GOVERNMENT CODE § 53243, ET SEQ.)

COMPLIANCE. To the extent CITY provides: (i) paid leave to EMPLOYEE pending an investigation; (ii) funds for the legal criminal defense of the EMPLOYEE; and/or (iii) a cash settlement to EMPLOYEE related to the termination of the EMPLOYEE, pursuant to this AGREEMENT and Government Code § 53243, *et seq.*, EMPLOYEE must fully reimburse the City for any and all amounts paid by the City which fall within subsections (i) through (iii) in the event that the EMPLOYEE is convicted of a crime involving the abuse of his office or position.

13. WAIVER OF BREACH. No waiver of the breach of any of the covenants, agreements, provisions, or conditions of this Agreement by either party will be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, provisions or conditions of this Agreement. No delay or omission of CITY or EMPLOYEE in exercising any right, power, or remedy herein provided in the event of default will be construed as a waiver thereof, or acquiescence therein.

14. ENTIRE CONTRACT. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument will be of no force or effect excepting a subsequent modification in writing signed by CITY and EMPLOYEE.

15. PARTIAL INVALIDITY. Partial invalidity of this Agreement will not affect the remainder.

16. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

17. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

18. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

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

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

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

22. EFFECTIVE DATE. This Agreement is effective on July 8, 2023.

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

CITY OF MONTEREY PARK,
a municipal corporation.

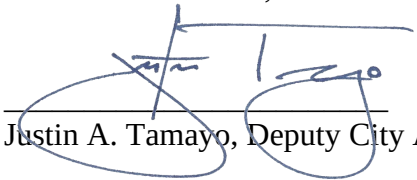
INEZ ALVAREZ
an individual.

Jose Sanchez, Mayor

ATTEST:

Maychelle Yee, City Clerk

APPROVED AS TO FORM:
KARL H. BERGER, CITY ATTORNEY



Justin A. Tamayo, Deputy City Attorney

RESOLUTION NO.

**A RESOLUTION OF APPRECIATION TO HONOR RON BOW FOR HIS YEARS OF
OUTSTANDING PUBLIC SERVICE TO THE CITY OF MONTEREY PARK**

WHEREAS Ron Bow and his wife of 32 years, Lillian, have deep roots in Monterey Park. Ron and Lillian met and resided in Monterey Park for 19 years and their two children, Lauren and Justin, were raised and attended local schools.

WHEREAS Ron, along with his wife, Lilian, actively volunteered at local schools, Tigers Youth Club, Boy Scouts, Girl Scouts, and the early years of the Cherry Blossom Festival.

WHEREAS in 1986, Ron began his career in local government in the City of Monterey Park as a Water Distribution Operator, promoted to Water Distribution Crew Supervisor, and finally promoted to Water Distribution Supervisor. Following his early tenure in Monterey Park, Ron also served other public agencies in various capacities including the Utilities Superintendent for the City of Alhambra; Water and Sewer Superintendent and Water Systems Manager for the Otay Water District; and Deputy Director of Public Works/Utilities/Street Manager and Director of Public Works for the City of Monrovia. Ron returned to the City of Monterey Park and served as the Assistant City Manager/Director of Public Works and was then appointed as Interim City Manager in November 2016.

WHEREAS in August 2017, Ron was appointed City Manager for the City of Monterey Park.

WHEREAS Ron has provided exemplary service as he carried out the responsibilities in providing the overall direction and coordination of city operations and carrying out policies and priorities of elected officials to achieve and maintain the improvement of Monterey Park's municipal services and overall quality of life.

WHEREAS during his tenure as City Manager, Ron's high standards for professionalism in decision-making, work performance, interpersonal skills, and the promotion of achievement for all those around him have immeasurably strengthened the City of Monterey Park organization.

WHEREAS Ron has brought a wealth of municipal experience to the City of Monterey Park, strived to promote cooperative management, and led the organization with a passionate drive to enhance the services provided to the Monterey Park community.

WHEREAS during the COVID-19 pandemic, Ron served in a critical role by coordinating vaccination efforts for city staff and community members to assure that critical services and city business continued while keeping everyone safe.

WHEREAS Ron exhibited exceptional leadership and strength during uncertain and unprecedented times. His swift and decisive actions to protect city staff and residents and keep them safe from the devastating impacts of the COVID-19 pandemic brought hope, optimism, and much-needed stability while ensuring the continued delivery of essential city services.

WHEREAS Ron showed indefatigable strength and leadership as he effectively managed the tragic mass casualty incident on January 21, 2023, with courage, resilience, and fortitude. He efficiently

coordinated with staff and various agencies to provide mental health services, recovery resources, and financial assistance to those impacted by the mass casualty incident.

WHEREAS Ron demonstrated compassion, provided community members a place to heal, and infused a sense of hopefulness back into the Monterey Park community.

WHEREAS Ron is an inspiring individual and has demonstrated utmost composure and strength in leading the City of Monterey Park's day-to-day operations and through crises with admirable guidance.

WHEREAS Ron also served 25 years in the U.S. Air Force in active and reserve capacities. Ron served in Active duty from 1981 to 1985, and as an Active Reservist from 1985 to 2005. Master Sergeant Bow retired in 2005 to dedicate more time to family and retired with several achievement medals, accolades of work, and "Mobility A" status.

WHEREAS in 2015, Ron was honored by the California State Legislature 22nd Senate District with the 2015 Veteran Service Award. In 2017, he was recognized and honored by the 49th Assembly District as the 2017 Veteran of the Year. Furthermore, in 2021, he received the 27th Congressional District Building Bridges Award "Hometown Heroes of the Pandemic" for his leadership and outstanding contributions, unwavering dedication, compassion, and selfless commitment to serve the community.

WHEREAS his impact on positive change in local government and the city management profession goes well beyond the written words, and to all of those who had the good fortune of knowing and working with him, he has left an abiding impression of the highest standards of city management that will serve the City of Monterey Park well into the future.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monterey Park appreciates and commends the outstanding public service of Ron Bow. We gratefully record our appreciation and the appreciation of the citizens of this community for Ron's 17 years of meritorious service rendered. We congratulate him on his retirement and remarkable career.

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

PASSED AND ADOPTED this 5th day of July 2023.

Jose Sanchez
Mayor

Thomas Wong
Mayor Pro Tem

Vinh T. Ngo
Councilmember

Yvonne Yiu
Councilmember

Henry Lo
Councilmember