

**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
October 16, 2024
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>. 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.

PUBLIC PARTICIPATION

You may speak up to 5 minutes on an/each 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 or by completing an online form at www.montereypark.ca.gov/writtencomm.

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.

CALL TO ORDER Mayor
FLAG SALUTE The Monterey Park Police Explorer
ROLL CALL Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong, Yvonne Yiu

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

PUBLIC COMMUNICATIONS

STAFF COMMUNICATIONS:

- City Clerk's Office
- Community Development Services
- Public Works
- Recreation and Community Services

[1.] PRESENTATION

1-A. 2024 SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) UPDATE

1-B. CERTIFICATE OF RECOGNITION FOR NADINE PAGE PHILLIPS, DRAMA TEACHER AT MARK KEPPEL HIGH SCHOOL IN RECOGNITION AS ONE OF THE LOS ANGELES COUNTY TEACHERS OF THE YEAR FOR 2024-25

[2.] OLD BUSINESS – None.

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

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. MONTHLY INVESTMENT REPORT – SEPTEMBER 2024

It is recommended that the City Council consider:

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

3-B. CONSIDERATION AND POSSIBLE ACTION TO ADOPT A RESOLUTION APPROVING REVISED PERSONNEL RULES AND REGULATIONS FOR THE CITY OF MONTEREY PARK

It is recommended that the City Council consider:

- (1) Adopting a resolution approving the revised Personnel Rules and Regulations; and
- (2) Taking such additional, related, action that may be desirable.

3-C. RESOLUTION DECLARING THE MONTH OF NOVEMBER 2024 AS "MOVEMBER" TO RAISE AWARENESS OF PROSTATE AND OTHER MALE CANCERS

It is recommended that the City Council consider:

- (1) Adopting Resolution declaring the month of November 2024 as "Movember"; and
- (2) Taking such additional, related, action that may be desirable.

3-D. CONSIDERATION AND POSSIBLE ACTION TO WAIVE SECOND READING OF AND ADOPT AN ORDINANCE AMENDING SECTION 105.3.2 TO THE ADMINISTRATIVE PROVISIONS OF THE CALIFORNIA BUILDING CODES GOVERNING TIME LIMITATIONS FOR BUILDING PERMIT APPLICATIONS

It is recommended that the City Council consider:

- (1) Waiving the second reading and adopting the proposed ordinance; and
- (2) Taking such additional, related, action that may be desirable.

3-E. FIRE DEPARTMENT UNIFORM AND TURNOUT GEAR PURCHASE – APPROVAL OF AGREEMENT

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to execute an agreement with Municipal Emergency Services, Inc., in a form approved by the City Attorney, to purchase Fire Department uniforms and turnout gear in an amount not to exceed \$596,000; and
- (2) Taking such additional, related, action that may be desirable.

3-F. CALIFORNIA STATE LIBRARY ZIP BOOKS GRANT FISCAL YEAR 2024/25

It is recommended that the City Council consider:

- (1) Accepting \$5,664 in California State Library grant funding to purchase books and an Amazon Prime membership;
- (2) Appropriating the \$5,664 funding into the 2024-25 Fiscal Year budget; and
- (3) Taking such additional, related, action that may be desirable.

3-G. URBAN FOREST MASTER PLAN AND RESOLUTION UPDATING THE CITY'S PARKWAY AND PLANTING EASEMENT MAINTENANCE STANDARDS

It is recommended that the City Council consider:

- (1) Receiving and filing the Urban Forest Master Plan (UFMP);
- (2) Adopting a Resolution amending Resolution 10541 updating the City's Parkway and Planting Easement Maintenance Standards; and
- (3) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The item is exempt from the California Environment Quality Act (CEQA) per CEQA Guidelines. Taking the recommended action would not result in a direct or physical change in the environment, and accordingly, does not qualify as a "project" under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, et seq.; "CEQA") or CEQA regulations (Cal. Code Regs. tit. 14, §§ 15000, et seq.; see Cal. Code Regs. tit. 14, §§ 15061(b)(3), 15378).

3-H. RECEIVE AND FILE STAFF REPORT SUMMARIZING THE STATUS OF THE EMERGENCY REPLACEMENT OF THE HVAC SYSTEM AT THE LANGLEY SENIOR CITIZEN CENTER

It is recommended that the City Council consider:

- (1) Receiving and Filing the staff report summarizing the status of the emergency replacement of the HVAC system at the Langley Senior Citizen Center; and
- (2) Taking such additional, related, action that may be desirable.

[4.] PUBLIC HEARING

4-A. A PUBLIC HEARING TO CONSIDER INTRODUCING AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (DA-24-01) BY AND BETWEEN THE CITY OF MONTEREY PARK AND ATLANTIC SQUARE, LLC (TRC) TO FACILITATE IMPROVEMENTS ON AND ADJACENT TO THE ATLANTIC SQUARE SHOPPING CENTER LOCATED AT 2100 SOUTH ATLANTIC BOULEVARD; TO ACTIVATE THE BUSINESS RECOVERY DEVELOPMENT AGREEMENT ZONE (“BRDZ”) IN MONTEREY PARK MUNICIPAL CODE CHAPTER 21.45; AND TO AMEND THE ZONE MAP (ZA-24-02)

It is recommended that the City Council consider:

- (1) Opening the public hearing;
- (2) Receiving documentary and testimonial evidence;
- (3) Closing the public hearing;
- (4) Introducing and waiving first reading of an ordinance adopting DA-24-01 and amending the zoning map (ZA-24-02). Second reading and adoption would occur on November 6, 2024. The DA would become effective December 6, 2024; and
- (5) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The City conducted an environmental review of the proposed project under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*), and the CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq.*) (“CEQA”) and determined it is categorically exempt pursuant to CEQA Guidelines § 15302 as a Class 2, replacement or reconstruction project. Under CEQA Guidelines § 15004(b)(4), this Development Agreement comprises a preliminary agreement not subject to CEQA insofar as the Intersection Improvements and New Drive-Thru are concerned.

[5.] NEW BUSINESS – None.

[6.] CITY COMMUNICATIONS (CITY COUNCIL)

[7.] FUTURE AGENDA ITEMS

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

ADJOURN



City Council Staff Report

DATE: October 16, 2024

AGENDA ITEM NO: Consent Calendar - 3A

TO: The Honorable Mayor and City Council
FROM: Amy Lee, City Treasurer
SUBJECT: Monthly Investment Report – September 2024

RECOMMENDATION:

It is recommended that the City Council consider:

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

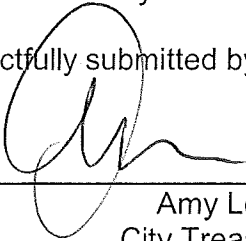
EXECUTIVE SUMMARY:

As of September 30, 2024, invested funds for the City of Monterey Park total \$90,005,821.64.

BACKGROUND:

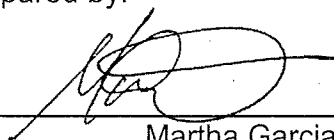
In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council showing the types of investments, dates and maturities, amounts of deposits, rates of interest, and the current market values for securities with maturity more than 12 months. The attached monthly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

Respectfully submitted by:



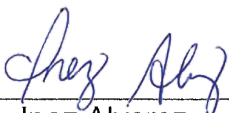
Amy Lee
City Treasurer

Prepared by:



Martha Garcia
Finance Director

Approved by:



Inez Alvarez
City Manager

ATTACHMENT:

1. Monthly Investment Report

ATTACHMENT 1

Monthly Investment Report

CITY OF MONTEREY PARK
INVESTMENT REPORT
SEPTEMBER 30, 2024

INVESTMENTS PORTFOLIO PROFILE:

TOTAL BALANCE AT 09/30/2024

\$ 90,005,821.64

INVESTMENT COMPOSITION

(1) <u>LA COUNTY POOLED INVESTMENT FUND</u>	ON DEMAND	4.020%	<u>\$ 25,720,689.04</u>
(2) <u>LOCAL AGENCY INVESTMENT FUND</u>	ON DEMAND	4.575%	<u>\$ 31,266,553.18</u>
(3) <u>CHANDLER ASSET MANAGEMENT</u>		4.93%	<u>\$ 25,424,579.42</u>

(4) <u>CERTIFICATES OF DEPOSIT</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	
1 STATE BANK OF INDIA	10/18/21	10/18/24	0.70%	245,000
2 MEDALLION BANK UTAH	01/28/22	01/28/25	1.25%	245,000
3 PENTAGON FEDERAL UNION	01/31/22	01/31/25	1.25%	245,000
4 BEAL BANK	02/02/22	01/29/25	1.15%	245,000
5 VALLIANCE BANK	03/18/22	03/18/25	1.40%	245,000
6 STATE BANK OF TEXAS	03/25/22	03/25/25	1.45%	245,000
7 FIRST FED SAVINGS & LOAN	03/30/22	03/31/25	2.00%	245,000
8 LAFAYETTE FEDERAL CREDIT UNION	03/30/22	03/31/25	2.20%	245,000
9 COMENITY CAPITAL BANK	04/14/22	04/14/25	2.55%	245,000
10 AMERICU CREDIT UNION	04/21/22	04/21/25	2.30%	245,000
11 BALBOA THRIFT & LOAN	04/29/22	04/29/25	2.00%	245,000
12 AUSTIN TELCO FEDERAL CREDIT UNION	12/16/22	12/16/24	5.00%	245,000
13 RAIZ CREDIT UNION	01/25/23	01/27/25	4.75%	245,000
14 GREENWOOD MUNICIPAL FED CREDIT UNIK	01/27/23	01/27/25	4.80%	245,000
15 WORKERS	01/27/23	01/27/25	4.70%	245,000
16 ALPINE BANK	01/31/23	01/31/25	4.55%	245,000
17 SOUTHEAST BANK	02/06/23	02/06/25	4.55%	245,000
18 RED CROWN FCU	02/22/23	02/21/25	4.85%	245,000
19 TECHNOLOGY FCU	02/24/23	02/24/25	5.00%	245,000
20 UFIRST FEDERAL CREDIT UNION	02/24/23	08/25/25	4.85%	245,000
21 SEA COMM FEDERAL CREDIT UNION	03/02/23	03/03/25	4.90%	245,000
22 WESTERN ALLIANCE BANK	05/05/23	05/05/25	4.85%	245,000
23 GLOBAL CREDIT UNION	05/12/23	05/12/25	4.85%	245,000
24 BANK OF AMERICA	07/24/24	07/24/25	4.85%	245,000
25 FLASTAR BANK NA	07/25/24	01/26/26	4.85%	245,000
26 CONNEX CU	08/06/24	08/06/25	4.95%	245,000
27 TRUSTONE FINANCIAL FCU	08/15/24	08/15/25	4.45%	245,000
28 PREFERRED BANK	09/03/24	09/03/25	4.41%	100,000
29 PREFERRED BANK	09/08/24	09/08/25	4.41%	150,000
30 FINANCIAL PARTNERS CREDIT UNION	09/13/24	09/12/25	4.35%	245,000
31 BARCLAYS BANK	09/18/24	09/18/25	4.30%	239,000
32 ROCKLAND FEDERAL CREDIT UNION	09/25/24	09/25/25	4.50%	245,000
<i>Total CDs (32)</i>			3.655%	<u>\$ 7,594,000.00</u>

OTHER INFORMATION:

BANK BALANCE: ⁽¹⁾

\$9,175,915.28

AVERAGE MATURITY DAYS

259

AVERAGE INTEREST RATE FOR THE MONTH

4.435%

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

THERE HAVE BEEN NO VARIANCES TO THE INVESTMENT POLICY.

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

PORTFOLIO SUMMARY

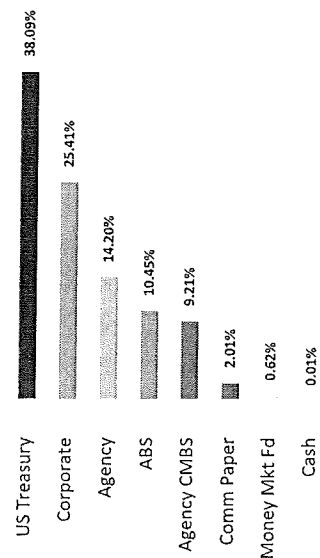
City of Monterey Park | Account #11189 | As of September 30, 2024



Portfolio Characteristics

Average Modified Duration	1.85
Average Coupon	3.94%
Average Purchase YTM	4.93%
Average Market YTM	4.07%
Average Quality	AA
Average Final Maturity	2.23
Average Life	1.91

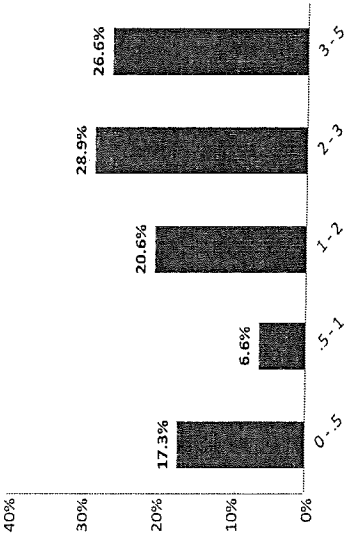
Sector Allocation



Account Summary

	Reg. Values as of 09/30/2024	End Values as of 09/30/2024
Market Value	25,631,726.59	25,851,662.49
Accrued Interest	216,057.96	199,067.07
Total Market Value	25,847,784.55	26,050,729.56
Income Earned	79,025.76	129,505.29
Cont/Wd	0.00	0.00
Par	25,562,850.05	25,678,205.94
Book Value	25,306,000.24	25,424,579.42
Cost Value	25,220,723.51	25,328,967.12

Maturity Distribution



Performance Review

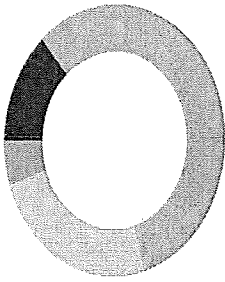
Total Rate of Return	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (03/12/24)
City of Monterey Park	0.79%	2.91%	--	--	--	--	--	--	--
Benchmark Return *	0.80%	2.86%	--	--	--	--	--	--	--

*Periods over 1 year are annualized.
Benchmark: ICE BofA 1-3 Year US Treasury & Agency Index Secondary Benchmark:
The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch
Execution Time: 10/02/2024 02:59:41 PM

Top Issuers

United States	38.09%
FHLMC	9.21%
Federal Home Loan Banks	7.10%
Farm Credit System	7.10%
PACCAR Inc	2.25%
Bank of America Credit Card Trust	1.48%
John Deere Owner Trust	1.48%
Hyundai Auto Receivables Trust	1.38%

Credit Quality



AAA 13.4%
AA 57.1%
A 24.2%
NR 5.4%

*See Footnote



City Council Staff Report

DATE: October 16, 2024

AGENDA ITEM NO: Consent Calendar - 3B

TO: The Honorable Mayor and City Council

FROM: Christine Tomikawa, Director of Human Resources and Risk Management

SUBJECT: Consideration and possible action to adopt a resolution approving revised Personnel Rules and Regulations for the City of Monterey Park

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution approving the revised Personnel Rules and Regulations; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Personnel Rules and Regulations provide the standard for processes and procedures related to City staff and volunteers. The City reviewed the existing Personnel Rules and Regulations (which was last updated in 2009) to update practices, processes, and procedures related to recruitment, employee relations, and City regulations. The City met and conferred with the association/union representatives related to the impacts of the revisions. The association/union representatives and the City agreed on the revised Personnel Rules and Regulations. The Human Resources Director recommends the revised Personnel Rules and Regulations be approved.

BACKGROUND:

City policies are periodically reviewed and revised in order to ensure that they accurately reflect best practices, changes in law and technology, and current procedures. After the employment emergency (June 2022 to December 2023), the City recognized the Personnel Rules and Regulations ("PRR") were restrictive for certain recruitment and retention processes and that making updates would allow the City to hire staff in a more efficient manner. In reviewing the PRR, there were other policy processes and procedures that could be incorporated into the PRR.

The PRR are considered the foundation for City rules and regulations for employees, volunteers, elected officials (as applicable), and contractors (as applicable). They address working standards, recruitment standards, and incorporate appropriate City wide policies. In cases where there is overlap with the various association/union Memorandum of

Understanding ("MOU") contracts and the City's PRR, the MOUs take precedence in terms of applicable process/procedure.

The entire PRR was revised due to outdated policies and procedures along with modifications to other processes, procedures, and regulations. The representatives from the eight current associations/unions were provided an opportunity to review the revised PRR, provide input, and review the revisions from the group input. The groups understood the revisions are foundational for City standards and their respective MOUs take precedence if there is overlap or conflict between the documents. The current association/union representatives agreed on the revised Personnel Rules and Regulations.

FISCAL IMPACT:

None

Respectfully submitted by:



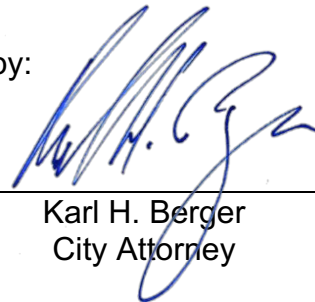
Christine Tomikawa
Director of Human Resources
and Risk Management

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENTS:

1. Proposed Resolution

ATTACHMENT 1

Proposed Resolution

RESOLUTION NO. ____

A RESOLUTION APPROVING THE REVISED PERSONNEL RULES AND REGULATIONS.

THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1: The revised Personnel Rules ("PRR") attached as Exhibit "A," and incorporated by reference, are approved as the PRRs for the City of Monterey Park.

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

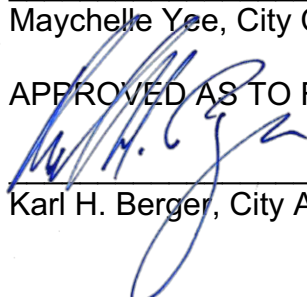
PASSED AND ADOPTED this ____ day of _____, 20__.

Thomas Wong, Mayor

ATTEST:

Maychelle Yee, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney

EXHIBIT A
PERSONNEL RULES FOR THE CITY OF MONTEREY PARK

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100 Introduction and General Information Rules

102 Effect and Applicability of Personnel Rules

102.1 *No Contract Right; City of Monterey Park Discretion to Modify These Rules*

These Personnel Rules (“Rules”) do not create contract right, or any express or implied contract of employment.

The City of Monterey Park (“City”) retains full discretion to modify these Rules at any time in accordance with applicable law, including but not limited to the Meyers-Milias-Brown Act (“MMBA”). The City of Monterey Park will notify all bargaining units of any/all changes to the existing rules before their modification and will allow all bargaining units time to review and submit feedback. The City will comply with all obligations set forth in the MMBA for proposed changes to matters within the scope of representation.

102.2 *Applicability of Rules*

These Rules apply to all categories of City employees unless a specific section or provision excludes them.

Independent contractors, volunteers, and elected officials are not employees subject by these Rules, except as otherwise provided by contract or separate policy (e.g., Code of Conduct or applicable law).

102.3 *Conflict Between These Rules and a Collective Bargaining Agreement*

If these Rules conflict with a valid collective bargaining agreement between the City and a recognized employee organization, the collective bargaining agreement takes precedent over these Rules.

102.4 *Employee Acceptance of Rules and Revisions to Rules*

As a condition of employment, all employees are required to read and request necessary clarification of these Rules.

Each employee is required to sign a receipt acknowledging that: a) they received a copy or were provided access to the Rules; and b) understand that they are responsible to read and become familiar with these Rules.

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104 Delegation of Authority

104.1 *Delegation of Appointing and Personnel Authority to City Manager*

The Monterey Park Municipal Code delegates authority to the City Manager, to employ, establish job responsibilities, and perform other personnel actions as to all subordinate employees in accordance with all federal and state laws and regulations and these Rules. The City Manager may further delegate such responsibility to a person of the City Manager's choice.

104.2 *Retention of Personnel Authority as to Certain Personnel*

The City Council retains authority over all personnel matters affecting the City Manager and City Attorney.

106 Categories of Employees and Non-Employees

106.1 *At-Will Employee*

An at-will employee is one who serves at the pleasure of either the City Council (e.g., the City Manager and City Attorney) or the City Manager, has no property right in continued employment, and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal.

At-will employees include the following employees:

- (a) City Manager
- (b) City Attorney (the City Attorney is not a City employee and not subject to these Rules)
- (c) Assistant City Manager
- (d) Department heads/Directors
- (e) Building Official
- (f) Finance manager
- (g) Human resources and risk management manager
- (h) Information technology services manager
- (i) Employees whose positions are funded under a state or federal employment program

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- (j) Part-time employees (non-represented)
- (k) Employees designated as temporary, seasonal, or extra-help
- (l) Probationary employees
- (m) All non-classified positions appointed by the city manager in accordance with the administrative code adopted by the city council (Ord. 2217 1, 2021)

106.2 *Probationary Employee*

A probationary employee is one who is serving a probationary period at either the outset of initial employment with the City or at the outset of a promotion to a higher classification. Employees appointed to at-will positions do not serve a probationary period.

During the initial probationary period, a probationary employee serves at the pleasure of the appointing authority; has no property right in continued employment; and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal. A probationary employee serving a probationary period at the outset of initial employment is an at-will employee.

106.3 *Regular/Classified Employee*

A regular/classified employee is one who has satisfactorily completed the initial probationary period in a full-time position and may only be disciplined for cause.

A regular/classified employee has a property right in continued employment and has the right to pre- and post-disciplinary procedural due process for certain types of disciplinary actions that result in a significant deprivation of their property right.

106.4 *Full or Part-Time Employee*

A full-time employee is one whose position is expected to work at least 40 hours per week. Full-time employees receive all benefits provided in these Rules, unless otherwise provided in a MOU, or an employment agreement approved by the City Council.

A part-time employee is one whose position is expected to work less than 30 hours per week. Part-time employees may have different benefits regarding leave and other matters under the law, or these Rules, depending on the number of hours they work.

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106.5 *Temporary/Seasonal/Extra-Help Employee*

A temporary, seasonal, or extra-help employee is an at-will employee who is appointed for a short term or seasonal basis that is not to exceed six months (unless extended by the City Manager).

A temporary, seasonal, or extra-help employee serves at-will and at the pleasure of the appointing authority; has no property right in continued employment; and no right to any pre- or post-disciplinary procedural due process.

106.6 *Volunteer*

A volunteer is not an employee. Volunteers are individuals who provide services to the City for civic or philanthropic reasons and receive no compensation or benefits other than reimbursement of expenses, and workers' compensation coverage.

A volunteer serves at-will and at the pleasure of the appointing authority; has no property right in continued employment; and no right to any pre- or post-disciplinary procedural due process.

106.7 *Independent Contractor*

An independent contractor is not an employee and serves solely pursuant to a contract entered into as set forth in the Monterey Park Municipal Code and City policies.

106.8 *Exempt and Non-Exempt Employees*

106.8.1 *Exempt Employees*

Exempt employees include all executive, administrative, or professional employees who are classified as exempt employees under the provisions of the Fair Labor Standards Act. Exempt employees are not subject to the overtime provision of the Fair Labor Standards Act.

106.8.2 *Non-Exempt Employees*

Non-exempt employees include all other full and part-time employees who do not meet the test for exempt employees as defined by the Fair Labor Standards Act. In general, these include all hourly employees, regardless of duties. Non-exempt employees are paid for actual days and hours worked and are subject to the overtime provisions of the Fair Labor Standards Act.

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200 Equal Employment Opportunity

202 Equal Employment Opportunity Rule

The City offers equal employment opportunity for all qualified employees and applicants as to all terms of employment, including, without limitation, compensation, hiring, training, promotion, transfer, discipline, and termination.

The City prohibits discrimination against employees or applicants for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 and over), sexual orientation, or military and veteran status or any other basis protected by law. (Gov't Code § 12940(a).)

Employees, volunteers, or applicants who believe they have experienced any form of employment discrimination or abusive conduct are encouraged to report the conduct immediately by using the complaint procedures provided in these Rules, or by contacting the U.S. Equal Employment Opportunity Commission, or the California Civil Rights Department.

204 Against Discrimination, Harassment and Retaliation; Complaint Procedure

204.1 Purpose

The City of Monterey Park is committed to preventing discrimination, harassment, and retaliation in the workplace.

The City of Monterey Park has zero tolerance for any conduct that violates this policy. Conduct need not violate either federal or state law in order to constitute a violation of this policy.

A single act by a City employee may constitute a violation of this policy and provide sufficient grounds for the City to discipline the City employee.

This policy establishes a complaint procedure by which the City will investigate and resolve complaints of discrimination, harassment, and retaliation by and against City covered individuals. The City encourages all covered individuals to report any conduct that they believe violates this policy as soon as possible.

The City of Monterey Park expressly prohibits any retaliation against an employee because they filed or supported a complaint or because they participated in the investigation or complaint resolution process. Individuals found to have retaliated against an employee in violation of this

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policy will be subject to appropriate sanction or disciplinary action, up to and including termination.

204.1.1 *Covered Individuals and Scope of Policy*

This policy covers the following individuals: applicants for employment at the City; City employees regardless of rank or title; elected or appointed officials of the City; unpaid interns; volunteers; and contractors.

This policy applies to all terms and conditions of employment, internships, and volunteer opportunities, including, but not limited to, selection, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

204.2 *Definitions*

204.2.1 *Protected Classification*

This policy prohibits discrimination, harassment, or retaliation because of an individual's protected classification.

"Protected Classification" includes race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 and over), sexual orientation, or military and veteran status, or any other basis protected by law.

This policy prohibits discrimination, harassment, or retaliation for the following reasons: (1) an individual's protected classification; (2) the perception that an individual has a protected classification; or (3) the individual associates with a person who has or is perceived to have a protected classification.

204.2.2 *Protected Activity*

This policy prohibits discrimination, harassment, and retaliation because of an individual's protected activity.

Protected activity includes, but is not limited to, the following activity: (1) making a request for an accommodation for a disability; (2) making a request for accommodation for religious beliefs; (3) making a complaint under this policy; (4) opposing violations of this policy; or (5) participating in an investigation under this policy.

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204.2.3 *Discrimination*

This policy prohibits treating a covered individual differently and adversely because of the individual's actual or perceived protected classification; because the individual associates with a person who is or is perceived to be a member of a protected classification; or because the individual participates in a protected activity as defined in this policy.

204.2.4 *Harassment*

This policy prohibits harassment of a covered individual because of the individual's actual or perceived protected classification. Harassment includes, but is not limited to, the following conduct:

- (a) Derogatory, offensive, or inappropriate speech, such as epithets, slurs or stereotypical comments, or verbal propositions made on the basis of the individual's protected classification. This includes, but is not limited to, comments, stories, and jokes about appearance, dress, physical features, gender identification, and race.
- (b) Physical acts, such as assault, impeding or blocking movement, offensive touching, or physical interference with normal work or movement. This includes, but is not limited to, pinching, grabbing, patting, or making explicit or implied job threats or promises in return for submission to physical acts.
- (c) Visual acts, such as derogatory, offensive, or inappropriate, posters, cartoons, emails, pictures or drawings related to a protected classification.
- (d) Unwanted sexual advances, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment.

204.2.4.1 *Other Examples of Conduct That Might Constitute Harassment*

Harassment includes conduct that another individual who is a member of the protected classification would find unwelcome or unwanted. Harassment may include the following:

- (a) Conduct to which the recipient appears to have consented. The City of Monterey Park does not recognize as a defense that the recipient appeared to have consented to the conduct at issue by failing to protest about the conduct. A recipient may not protest offensive or inappropriate conduct for many legitimate reasons, including, but not

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limited to, the need to avoid being perceived as insubordinate or to avoid being ostracized or subjected to retaliation.

- (b) Conduct about which no employees previously complained. The fact that no employee previously complained about the same or substantially similar conduct does not mean that the conduct is inoffensive or appropriate nor does that fact preclude an employee from complaining about such conduct if it is repeated.
- (c) Conduct witnessed by a third party or about which a third party learns, even if they did not witness such conduct. Visual, verbal, or physical conduct between two (2) people who do not find such conduct to be offensive or inappropriate may constitute harassment of a third party witnesses such conduct or learns about the conduct later and finds the conduct to be offensive or inappropriate. Conduct can constitute harassment even if it is not explicitly or specifically directed at a particular individual.
- (d) Conduct can constitute harassment even if the individual has no intention to harass. Conduct that may be well-intentioned conduct (*e.g.*, gifts, over-attention, endearing nicknames, hugs) may nevertheless constitute harassment if the conduct is directed at, or implicates a protected classification, if the individual finds such conduct inappropriate or offensive, and a reasonable person in the individual's circumstances finds such conduct to be inappropriate or offensive.

204.2.5 *Retaliation*

Retaliation occurs when adverse action is taken against a covered individual because of the individual's protected activity as defined in this policy.

"Adverse action" may include, but is not limited to, the following actions: (1) disciplinary action; (2) counseling; (3) taking sides because an individual has reported harassment or discrimination; (4) spreading rumors about a complainant or about someone who supports or assists the complainant or who participates in the investigation; (5) shunning or avoiding an individual who reports harassment or discrimination; or (6) making real or implied threats of intimidation to prevent or deter an individual from reporting harassment or discrimination.

204.3 *Complaint Procedure*

A covered individual who believes they have been subjected to discrimination, harassment or retaliation may make a complaint, either orally or in writing, to any supervisor, manager, their Department Director or to the Personnel Officer, without regard to any chain of command.

Any supervisory or management employee who receives a harassment complaint should immediately notify the Personnel Officer or designee. Upon receiving notification of a

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complaint regarding discrimination, harassment or retaliation, the Personnel Officer or their designee will complete and/or delegate the following steps:

- (a) Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will usually include interviews with the following individuals: (1) the complainant; (2) the accused (*i.e.*, the subject of the investigation); (3) witnesses to the conduct at issue in the complaint; and (4) other persons who have relevant knowledge concerning the allegations in the complaint.
- (b) Review the factual information gathered during the investigation to determine whether the alleged conduct violated the policy giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.
- (c) Prepare a summary report of the determination as to whether the conduct violated this policy and provide such report to the appointing authority (*i.e.*, City Manager). If discipline or sanctions are imposed, the level of discipline or sanctions will not be communicated to the complainant.
- (d) If conduct in violation of this policy occurred, take, or recommend to the appointing authority prompt and effective remedial action. The remedial action will be commensurate with the severity of the offense.
- (e) Take reasonable steps to protect the complainant from further harassment, discrimination, or retaliation.

If the Personnel Officer is accused, or a witness to the events at issue, an individual with higher authority will complete and/or delegate the above enumerated steps.

204.3.1 *Proactive Approach*

The City of Monterey Park takes a proactive approach to potential policy violations and will conduct an investigation if its supervisory or management employees become aware that harassment, discrimination or retaliation occurred or may be occurring, regardless of whether the recipient or third party reports a potential violation.

204.4 *Right to File Report with Outside Administrative Agencies*

An individual possesses the right to report workplace harassment, discrimination, or retaliation to the EEOC and/or the Civil Rights Department ("CRD").

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These administrative agencies provide a complaint process as well as certain legal remedies where the applicable agency determined that a violation of the law occurred.

The nearest EEOC and CRD offices are listed on the internet. Employees may also check the posters that are located on City bulletin boards for EEOC and CRD office locations and telephone numbers.

204.5 *Confidentiality*

The City will make every effort to assure the confidentiality of complaints made under this policy to the greatest extent allowed by law. However, complete confidentiality may not be possible because of the City's need to investigate the complaint and provide the subject of the complaint their due process rights, which include providing the subject of the investigation a copy of the complaint after the initial investigatory interview, if requested.

The City expressly prohibits an employee who is interviewed during the course of an investigation from attempting to influence other employees, including employees who may have witnessed the underlying conduct at issue, while the investigation is open and ongoing.

An employee may discuss their interview with a designated representative from the employee's employee organization and/or the employee's legal representative. The City will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

204.6 *Responsibilities*

- (a) Each non-supervisor or non-manager is responsible for the following:
 - 1) Treating all individuals in the workplace or on City worksites with respect and consideration.
 - 2) Modeling behavior that conforms to this policy.
 - 3) Participating in periodic trainings on personnel matters.
 - 4) Cooperating with the City's investigations pursuant to this policy by responding fully and truthfully and in a timely manner to all questions posed during the investigation.
 - 5) Taking no actions to influence the complainant or any potential witness while the City's investigation is ongoing.

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- 6) Reporting any act they believes in good faith constitutes harassment, discrimination or retaliation as defined in this policy, to their immediate supervisor or manager, or Department Director, or the Personnel Officer.
- (b) In addition to the responsibilities listed above, each manager and supervisor is responsible for the following:
- 1) Informing employees under their supervision of this policy.
 - 2) Taking all steps necessary to prevent harassment, discrimination and, retaliation from occurring, including, but not limited to, monitoring the work environment, and taking immediate and appropriate action to stop violations (*e.g.*, removing inappropriate pictures or correcting inappropriate language).
 - 3) Receiving and responding to complaints in a uniformly fair and serious manner.
 - 4) Documenting the steps taken to resolve such complaints.
 - 5) Following up with those who have complained to ensure that the offensive conduct about which they complained has stopped and that there have been no reprisals or retaliation or threats of reprisals or retaliation.
 - 6) Informing those who complain about harassment and/or discrimination of their option to contact the EEOC or CRD and file a complaint about such activity.
 - 7) Assisting and/or advising employees regarding this policy.
 - 8) Assisting in the investigation of complaints involving subordinate employee(s).
 - 9) Where a complaint is substantiated, assisting in the development of a recommendation concerning an appropriate corrective or disciplinary action in accordance with these policies.
 - 10) Implementing appropriate corrective or disciplinary actions.
 - 11) Reporting potential violations of this policy to the Personnel Officer, regardless of whether an employee complained about such conduct.
 - 12) Participating in periodic training and scheduling employees for training.

206 Reasonable Accommodation and Interactive Process

206.1 Reasonable Accommodation

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Absent undue hardship or direct threats to the health and safety of employee(s), the City provides employment-related reasonable accommodations:

- (a) qualified individuals with disabilities, both applicants and employees, to enable them to perform essential job functions (Gov't Code § 1240(m)); and
- (b) employees with conditions related to pregnancy, childbirth, or a related medical condition, if she so requests, and with the advice of her health care provider (Gov't Code § 12945(3)(A)); and
- (c) employee victims of domestic violence, sexual assault, or stalking to promote the safety of the employee victim while at work (Labor Code § 230(f)(4)); and
- (d) employees who request reasonable accommodation to address a conflict between religious belief or observance and any employment requirement (Gov't Code § 12940(l)).

206.2 *Supporting Documentation or Certification*

206.2.1 *Reasonable Medical Documentation of Disability*

If the disability or the need for reasonable accommodation is not obvious, the City may require the individual to provide reasonable medical documentation confirming the existence of the disability and the need for reasonable accommodation, along with the name and credentials of the individual's health care provider. If the individual provides insufficient documentation, the City will: 1) explain the insufficiency; 2) allow the employee or applicant to supplement the documentation; and 3) pursue the interactive process only to the extent that the request for reasonable accommodation is supported by the medical documentation provided. (2 Cal. Code Regs. § 11069(c)(2) & (d).)

206.2.2 *Medical Certification Indicating the Need for a Reasonable Accommodation or Transfer Due to Pregnancy or Related Conditions*

If a pregnant employee, or an employee with a pregnancy-related condition, requests a reasonable accommodation or transfer due to pregnancy, the City will provide the employee with notice of the need for a medical certification within two business days after the employee's request for accommodation. A medical certification confirming the need for a reasonable accommodation, including transfer, is sufficient if it contains: 1) a description of the requested accommodation or transfer; 2) a statement describing the medical advisability of the accommodation or transfer due to pregnancy; and 3) the date that the need for the accommodation or transfer will become necessary and the estimated duration of the accommodation or transfer. (2 Cal. Code Regs. § 11050(b)(3).)

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206.2.3 *Certification of Victim Status*

An employee who is a victim of domestic violence, sexual assault, or stalking and who requests an accommodation to provide for his, her, or their safety while at work must provide both of the following:

- (a) a written statement signed by the employee or an individual acting on the employee's behalf, to certify that the accommodation is to address victim-safety concerns while at work; and
- (b) a certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking, which can be in the form of: a police report indicating the employee's victim status; a court order separating the perpetrator from the employee or that the employee has appeared in court for that purpose; or documentation from a medical professional or counselor that the employee is undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence, sexual assault, or stalking. (Labor Code § 230(f)(7).)

206.3 *Fitness for Duty Examinations*

206.3.1 *Applicants*

After the City extends a conditional offer of employment to an applicant, the City may require the applicant to submit to a fitness for duty examination that is job-related; necessary for efficient operations of the City; and required of all applicants for the job classification (Gov't Code § 12940(e) & (f).). An applicant or employee who is required to pass a medical and/or psychological examination will be notified of his/her/their right to obtain a second opinion at his/her/their expense and that he/she/they may submit such second opinions for consideration. (2 Cal. Code Regs. § 11071(b)(2).)

206.3.2 *Current Employee*

The Personnel Officer may require an employee to submit to a fitness for duty examination to determine if the employee has a disability and is able to perform the essential functions of the employee's job when there is significant evidence that:

- (a) the employee's ability to perform one or more essential functions of the employee's job has declined; or

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- (b) could cause a reasonable person to question whether an employee is still capable of performing one or more of the employee's essential job duties or is still capable of performing those duties in a manner that does not harm the employee or others. (Gov't Code § 12940(e) & (f).).

206.3.3 *Role of Health Care Provider*

The City may request the applicant's or employee's health care provider to conduct a fitness for duty exam on the applicant or employee or may request a City-selected health care provider to do so at the City's expense. The City will provide an employee paid time off to attend the exam. The City will provide the health care provider with a letter requesting a fitness for duty examination and a written description of the essential functions of the job. The examination will be limited to determining whether the applicant or employee can perform the essential functions of the person's position and any work restrictions and/or functional limitations that apply to the applicant or employee. The health care provider will examine the employee and provide the City with non-confidential information regarding whether:

- (a) the applicant or employee has a disability within the meaning of the California Fair Employment and Housing Act;
- (b) the applicant or employee is fit to perform essential job functions;
- (c) workplace restrictions or functional limitations apply to the applicant or employee, and the duration of the work restrictions or functional limitations;
- (d) there are any reasonable accommodations that would enable the employee to perform essential job functions; and
- (e) the employee's continued employment poses a threat to the health and safety of himself/herself/themselves or others.

Should the health care provider exceed the scope of the City's request and provide confidential health information, without valid consent of the applicant or employee, the City will return the report to the health care provider and request another report that includes only the non-confidential fitness for duty information that the City has requested. (2 Cal. Code Regs. § 11069(c) & (d).)

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206.3.4 *Authorization for Use of Medical Information*

During the course of a fitness for duty examination, the City will not seek or use information regarding an employee's medical history, diagnoses, or course of treatment without an employee's written authorization.

206.3.5 *Medical Information from the Employee or Applicant*

If an employee or applicant submits medical information to the City from that person's own health care provider, the Personnel Officer will not forward that information on to the health care provider who conducted the examination for the City, without the employee or applicant's written authorization.

After receiving the written authorization, the Personnel Officer will request the City-paid health care provider to determine whether the information alters the original fitness for duty assessment.

206.4 *Interactive Process*

206.4.1 *When to Initiate the Interactive Process*

The Personnel Officer or designee will initiate the interactive process when:

- (a) an applicant or employee with a known physical or mental disability or medical condition requests reasonable accommodation(s) (2 Cal. Code Regs. § 11069(b)(1)); or
- (b) the City otherwise becomes aware of the need for an accommodation through a third party (e.g., a doctor's note requesting an accommodation) or by observation of the employee's work (2 Cal. Code Regs. § 11069(b)(2)); or
- (c) the City becomes aware of the possible need for an accommodation because the employee with a disability exhausted workers' compensation leave, Family and Medical Act leave, or other leave rights, but the employee and/or the employee's health care provider assert that further accommodation is still necessary for recuperative leave or other accommodation (2 Cal. Code § 11069(b)(3)); or
- (d) an employee disabled by pregnancy, childbirth or related medical conditions requests a reasonable accommodation or transfer based on the advice of their health care provider (2 Cal. Code Regs. § 11040(a)(1)); or
- (e) an employee with a physical or mental disability, regardless of cause, fails to return to work following pregnancy disability leave (2 Cal. Code Regs. § 11047); or

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- (f) an employee-victim of domestic violence, sexual assault, or stalking requests a reasonable accommodation(s) for the employee's safety at work (Labor Code § 230(f)(1)); or
- (g) an employee requests an accommodation to address a conflict between religious belief, observance, or practice and any employment requirement (Gov't Code § 12940(l)); or
- (h) an employer is aware of the need for a reasonable accommodation for an employee's or applicant's religious beliefs, observance, or practices. (2 Cal. Code Regs. § 11060(b).)

206.4.2 *Interactive Communication*

Should a circumstance require an interactive process meeting, the Personnel Officer or designee will promptly arrange for a discussion or discussions, in person or via conference telephone call, with the applicant or employee and his/her/their designated representative, (if any). The purpose of the interactive communications will be to discuss in good faith all feasible potential reasonable accommodations. The Personnel Officer or designee will document these communications in writing. (Gov't Code § 12940(n); 2 Cal. Code Regs. § 11069(a).)

206.4.2.1 *Potential Accommodations for Applicants or Employees with Disabilities*

Depending on the facts of each case, the interactive process analysis will generally begin with a review of possible reasonable accommodations that would enable the individual to retain their current job. The process will generally then move on to possible reasonable accommodations in other vacant jobs, for which the individual is qualified, if there is no reasonable accommodation in the current job that does not cause undue hardship, or that does not present a risk of harm to the individual or others. The City will consider accommodations that the applicant or employee suggests but may select and implement any reasonable accommodation that the City deems effective. The range of potential reasonable accommodations includes, without limitation:

- making existing facilities used by employees readily accessible to, and usable by, individuals with disabilities, including: acquisition or modification of equipment or devices; adjustment or modifications of examinations, training materials or policies; and/or the provision of qualified readers or interpreters;
- job restructuring;
- part-time or modified work schedules (Gov't Code § 12926(p));

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- paid or unpaid leave of absence of a finite duration that is likely to enable the employee to return to work at the end of the leave (2 Cal. Code Regs. § 11068(c));
- preferential consideration to reassignment to a vacant, comparable position, except when such preference would violate a bona fide seniority system (2 Cal. Code Regs. § 11068(d)(5));
- reassignment to a vacant lower-paid position if there is no funded, vacant comparable position for which the individual is qualified for (2 Cal. Code Regs. § 11068(d)(2)); or
- reassignment to a temporary position, if the individual agrees. (2 Cal. Code Regs. § 11068(d)(3).)

206.4.2.2 *Potential Accommodations for Employees Affected by Pregnancy and Related Medical Conditions*

Depending on the facts of each case, the interactive process will attempt to identify and implement a reasonable accommodation that is consistent with the medical certification applicable to the applicant or employee. Whether an accommodation is reasonable is a case-by-case analysis considers several factors including, but without limitation, the employee's medical needs; the duration of the needed accommodation; and the employer's legally permissible past and current practices. (2 Cal. Code Regs. § 11040(a)(2)(A).) The range of potential accommodations includes, without limitation:

- transfer to a less strenuous or hazardous position for the duration of the pregnancy (Gov't Code § 12945(a)(3)(C));
- change in or restructuring of work duties, such as modifying lifting requirements (2 Cal. Code Regs. § 11040(b));
- providing more frequent breaks;
- providing seating;
- time off for medical appointments; and
- transfer temporarily to a job with equivalent pay and benefits that the employee is qualified to perform in order to accommodate reduced work schedule or intermittent leave. (2 Cal. Code Regs. § 11041(c).) However, a reduction in work hours may be considered a form of pregnancy disability leave and deducted from

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the employee's four month pregnancy disability leave entitlement. (2 Cal. Code Regs. § 11040(b).)

206.4.2.3 *Potential Accommodations for Employee-Victims of Domestic Violence, Sexual Assault, or Stalking*

Depending on the facts of each individual case, the interactive process analysis will review all possible accommodations that would enhance the safety of the employee victim at work. In determining what accommodation is reasonable, the City will consider the exigent circumstance or danger facing the employee. The City will consider the preferences of the employee to be accommodated. The City, however, may select and implement any accommodation that it deems effective. The range of potential safety measure accommodations include, without limitation:

- transfer, reassignment, modified schedule;
- change in work telephone number;
- change in location of work station;
- installation of locks;
- assistance in documenting domestic violence, sexual assault, stalking, or a crime that occurs in the workplace;
- implementation of a safety procedure(s);
- adjustment to job structure, workplace facility, or work requirement; and
- referral to a victim assistance organization. (Labor Code § 230(f)(2).)

206.4.2.4 *Potential Accommodations for Religious Creed, Religious Dress Practice, or Religious Grooming Practice*

Depending on the facts of each case, the interactive process analysis will review all possible accommodations that would resolve the conflict between the religious belief or observance and any employment requirement. The City will consider the preference of the employee or applicant, but may select and implement any accommodation that it deems effective. The range of potential accommodations includes, without limitation:

- (a) job restructuring or job reassignment (but not segregation from other employees or the public) (Gov't Code § 12940(l)(2));

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- (b) modification of work practices, including dress or grooming standards (2 Cal. Code Regs. § 11062(c)(2));
- (c) allowing time off in an amount equal to the amount of non-regularly scheduled time the employee has worked to avoid a conflict with the employee's religious observances (2 Cal. Code Regs. § 11062(a));
- (d) allowing alternatives to union membership or payment of union dues (2 Cal. Code Regs. § 11062(c)(3)).

206.4.3 *Determination*

After the interactive process, the Personnel Officer will review the information received, and determine: whether all available information was reviewed; whether all potential accommodations that the applicant or employee has suggested was considered; whether additional discussions with the applicant or employee would be helpful; whether the applicant's or employee's preferences were considered; if there is a reasonable accommodation that would enable the applicant or employee to perform essential job functions without harming themselves or others; and if the accommodations would pose an undue hardship on City finances or operations. The Personnel Officer or designee will inform the applicant or employee of the Personnel Officer's determination in writing. The Personnel Officer will exercise discretion based upon the particular facts of each case.

206.5 *Access to Medical Information Regarding Fitness for Duty*

Medical records and information regarding fitness for duty, or the need for an accommodation, will be maintained separately from non-medical records and information. Medical records and information regarding fitness for duty and the need for accommodation will be accessible only by the Personnel Officer or designee, the City's legal counsel, first aid and safety personnel in case of emergency, and supervisors who are responsible for identifying reasonable accommodations. Medical records and information contained therein may be released pursuant to state and federal law. (2 Cal. Code Regs. § 11069(g).)

208 *Whistleblower Protection*

208.1 *Rule*

The City prohibits all of the following:

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- (a) taking any retaliatory adverse employment action against an employee because the employee has or is believed to have disclosed information to any government or law enforcement agency, including to the City, if the employee has reasonable cause to believe that the information discloses a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation (Labor Code § 1102.5(b));
- (b) preventing an employee from disclosing information to a government agency, including to the City, if the employee has reasonable cause to believe that the information discloses a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation (Labor Code § 1102.5(a));
- (c) retaliating against an employee for refusing to participate in any activity that would result in a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation (Labor Code § 1102.5(c)); and
- (d) retaliating against an employee because the employee's family member has or is perceived to have engaged in any of the protected activities listed in (a)-(c) above.

208.2 *Rule Coverage*

This Rule governs and protects City officials, officers, employees, or applicants for employment.

208.3 *Definitions*

- (a) "Protected activity" includes any of the following:
 - Filing a complaint with a federal or state enforcement or administrative agency that discloses any information that the employee has reasonable cause to believe violates state or federal law or a violation or noncompliance with a local, state, or federal rule or regulation.
 - Participating in or cooperating in good faith with a local, federal, or state enforcement agency that is conducting an investigation in to alleged unlawful activity.
 - Testifying in good faith and with reasonable cause as a party, witness, or accused regarding alleged unlawful activity.
 - Associating with another covered individual who is engaged in any of the protected activities enumerated here.

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- Making or filing in good faith and with reasonable cause an internal complaint with the City regarding alleged unlawful activity.
 - Providing informal notice to the City regarding alleged unlawful activity.
 - Calling a governmental agency's "Whistleblower hotline" in good faith.
 - Filing a written complaint under penalty of perjury that the City has engaged in gross mismanagement, a significant waste of public funds, or a substantial and specific danger to public health or safety. (Labor Code §§ 53296(c) & 53297(d).)
 - Refusing to participate in any activity that the employee reasonably believes would result in a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation. (Labor Code § 1102.5(c).)
- (b) "Adverse action" may include, without limitation, any of the following:
- Real or implied threats of intimidation to attempt or prevent an individual from reporting alleged wrongdoing or because of actual or potential protected activity.
 - Refusing to hire an individual because of actual or potential protected activity.
 - Denying promotion to an individual because of actual or potential protected activity.
 - Taking any form of disciplinary action because of actual or potential protected activity.
 - Extending a probationary period because of actual or potential protected activity.
 - Altering work schedules or work assignments because of actual or potential protected activity.
 - Condoning hostility and criticism of co-workers and third parties because of actual or protected activity.
 - Spreading rumors about a person because of that person's actual or perceived protected activity.
 - Shunning or unreasonably avoiding a person because of that person's actual or perceived protected activity.

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208.4 ***Complaint Procedure***

An applicant, employee, part time, temporary, season, extra-help employee, volunteer, or who feels he, she, or they have been retaliated against in violation of this Rule should immediately report the conduct according to the complaint procedure in the City's Rule Against Discrimination, Harassment or Retaliation so that the complaint can be resolved fairly and quickly. Supervisors and Managers have the same responsibilities as defined in the Rule Against Discrimination, Harassment or Retaliation.

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300 Classification Rules

302 Classification Plan

302.1 *Classification Plan*

The Personnel Officer must ascertain and record the duties and responsibilities of all positions and, after consulting with affected department directors, recommend a classification plan, including job descriptions, for such positions. The plan, and any revisions thereof become effective upon approval of the City Council or City Manager.

Following the approval of the classification plan, the Personnel Officer must allocate every position to one of the classifications established by the plan.

When a new position is created, such position may not be filled, until the classification plan is amended to provide for the new position.

302.2 *Reclassification*

The Personnel Officer may initiate a job audit to determine whether the duties of a position have changed to such an extent that they necessitate reclassification of the position from the existing classification to a more appropriate classification. Upon completion of the job audit, the Personnel Officer will make a recommendation regarding reclassification to the City Council or City Manager.

302.3 *Effect of Reclassification Changes on Incumbents*

Reclassification Upward:

Incumbents of positions subject to reclassification who have occupied those positions for more than one year (if not acting in a higher classification due to an extended medical leave reason), with a recommendation by the Department Director may be granted promotion to the higher classification without further competitive examination, if they meet the minimum qualifications for the higher classification. Incumbents shall be granted all the rights and benefits in the higher class as attained in the lower class. The City Manager may approve reclassification of incumbents without examination except when the reclassification is based upon a sudden change in duties or organization occurring less than one year prior to the date of reclassification of the position.

Incumbents of positions who have occupied those positions for less than one year may be appointed to a position in a higher class from an appropriate employment list applying usual certification procedures.

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Reclassification Downward:

- (a) When there is a vacant position in the higher class:
- 1) If the employee elects, the incumbent may be transferred to such a vacant position.
 - 2) If the employee does not elect to be transferred to another vacant position in the same class, the employee may retain the reclassified position in the lower class, receiving the rate of the salary range for the lower class that the employee was receiving in the higher class, providing salary is within the salary range of the lower class. In this case, the employee shall not acquire priority re-employment rights in the former class.
- (b) If there is no vacant position in the classification of the employee, the incumbent may:
- 1) Elect to retain the reclassified position in the lower class and will retain the current rate of pay, but will be entitled to advancement only to the limits of pay set for the position as reclassified. In such case, the employee shall be placed on a re-employment list in accordance with the provisions of Rule VIII Section 3.
 - 2) If the employee does not elect to retain the position in the lower class, a layoff list shall be created and the reclassified position filled by demotion in lieu of layoff in accordance with the provisions of Rule XIII Section 3.

Reclassification at the Same Level:

Incumbents of positions reclassified to a class at the same salary level may be granted status in the new class without further examination.

400 Recruitment, Selection, and Appointment

402 Recruitment, Selection and Appointment Rule

402.1 Job Announcement

The Personnel Officer or designee will prepare a job announcement to announce a proposed classified position recruitment. The announcement may be posted on the City's website and other locations the Personnel Officer or designee deems appropriate, depending upon whether the recruitment is open to the public or current employees only.

The announcement will include:

- The title and pay for the position;

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- The nature of the work to be performed and essential job duties of the position;
- The minimum qualifications, including whether the job is a promotional position;
- A statement of the employment status of the position;
- The last date that the Personnel Officer will accept applications, if any;
- The time, place, and type of the examination, if known, and if a medical examination, and/or a drug screen will be required following a conditional offer of employment; and
- Such other information as determined in the discretion of the Personnel Officer.

402.1.1 *Open, Competitive, and/or Promotional Recruitment*

The type of examination for all classifications under the classified/competitive service will be determined by the Personnel Officer. Promotional recruitments can be open to current full-time, part-time, and seasonal employees. Recruitment processes for at-will/non-classified classifications do not fall under the competitive service and will be determined by the Personnel Officer.

402.2 *Application Forms*

Employment applications must require information describing an individual's training, experience, and other pertinent information as deemed necessary to assess qualifications for the job. Applicants may be required to provide supplementary information, including, without limitation, answers to job-related questions; resume; licenses; certifications; diplomas; letters of recommendation; and references. All applications must be completed in full and signed, physically or electronically, by the person applying. The Personnel Officer will not process any application which is incomplete or unsigned. Should an applicant be appointed to a position, the supplemental information becomes part of the individual's employment records.

402.3 *Disqualification of Applications*

The Personnel Officer may reject any application which is not properly completed or incomplete; received after the application deadline; or demonstrates that the applicant does not meet the minimum qualifications for the position. Whenever an application is rejected, notice of such rejection will be mailed or emailed to the applicant.

402.3.1 *Criminal Conviction Check*

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After the City makes a conditional offer of employment, the City Manager or designee may then request information about criminal convictions, except for misdemeanor marijuana-related convictions that are over two years old, or convictions that have been judicially sealed, eradicated, or expunged. (Labor Code §§ 432.7-432.8.) Unless required by law, the City will not deny employment to any applicant solely because he, she, or they have been convicted of a crime. The City may, however, consider the nature, date and circumstances of the offense, evidence of rehabilitation, as well as whether the offense is relevant to the duties of the position. This Rule does not apply to applicants for public safety jobs.

402.4 *Employment Examinations*

- (a) The City Manager or designee will determine the manner and methods of administering employment examinations. Examinations may consist of written tests; oral tests; performance tests; evaluations of prior training and performance, experience and/or education; interviews; working style assessments; practical exercises; file review; or any combination thereof. The content of all examinations will be job-related and designed to test knowledge, skills or abilities that help predict successful completion of job duties.
- (b) The content of all examinations will be kept confidential before the administration of the examination. All applicants who are invited to the examination will be notified of the nature of the examination.
- (c) An applicant with a disability may request accommodation in an examination process. Following receipt of a request for accommodation, the Personnel Officer may require additional information, such as reasonable documentation of the existence of a disability. (2 Cal. Code Regs. § 11069(c)(2).)
- (d) Failure in one part of the examination, or the failure to meet established standards described in the job announcement, may be grounds for declaring such applicant as failing in the entire examination or as disqualified for subsequent parts of an examination. Each applicant will be notified by mail or email whether he, she, or they will continue in the examination process.
- (e) Applicants who meet the minimum qualifications and pass all examinations may be subject to a background and/or reference check. Each applicant will be notified by mail, email, or text message regarding total recruitment score and eligibility list ranking.
- (f) Promotional points – a current full-time employee who is successful in all phases of the examination process is eligible to receive promotional credit. Prior to establishing the eligibility list, 0.5 points for each year of full-time employment up to three (3) points can be added to the promotional employee's final examination score.

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402.5 ***Eligibility Lists***

- (a) After completion of an open or promotional examination for a regular/classified position, the Personnel Officer will prepare an eligibility list consisting of the names of candidates who passed the examination. Eligibility lists shall become effective upon the certification by the Personnel Officer.
- (b) A person appearing on an eligible list will be mailed or emailed notice of his/her/their placement on the list.
- (c) A person placed on an eligibility list must be removed from the list if he/she/they so requests in writing or fails to respond to notification of an opening within five calendar days after notification. The eligible person must keep the Personnel Officer informed of his/her/their current physical or email address, or phone number.
- (d) Eligibility lists remain effective for one year and may be extended by action of the Personnel Officer up to one additional year. In no event will any employment list remain in effect for more than two (2) years. The City will notify bargaining units when eligibility lists are to be extended.
- (e) An eligibility list may be terminated by the City Manager or Personnel Officer whenever fewer than three (3) candidates remain on the list.
- (f) If a classification has more than one eligibility list within one year, the lists will be merged into one eligibility list with varying expiration dates based on eligibility certification date. Applicants will be merged in order of final scores.

402.6 ***Appointments***

- (a) The City Manager or designee will make all appointments except for those classifications that report to the City Council. The City Manager or designee may decide in what manner a vacancy will be filled. Vacancies may be filled by reinstatement, promotion, transfer, demotion, appointment of at-will or non-classified employees, or from an appropriate eligibility list if available. No specific list has priority over other lists.
- (b) When a classified position is filled from a promotional or open eligibility list, the department director may choose a candidate from the specified eligibility list. If no person from the eligibility list is appointed, the department director may request the Personnel Officer to create a new examination and establish a new eligibility list or may fill the position by any other method authorized by these Rules.

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- (c) In the case of a vacancy, the affected department director will complete the top portion of a Personnel Requisition and forward the signed requisition to the City Manager or designee. If a current eligibility exists for the same or higher-level position in a related family of jobs (family of jobs as approved as a written resolution and approved by the City Council), the City Manager or designee will complete the Candidate information portion with the top three ranked candidate from the eligibility list. If less than three names are on the current eligibility, the hiring department director may make an appointment from those remaining on the list or may request the City Manager or designee establish a new list. If no current eligibility list exists the City Manager or designee will conduct a recruitment.
- (d) Appointment to certain positions may be made contingent upon the applicant/employee passing a drug/alcohol test, and/or a job-related medical and/or psychological examination. Such examination may only be required after a conditional offer of employment is made. (See Rule 206, Reasonable Accommodation and Interactive Process; and Rule 1208, Prohibitions on Drugs and Alcohol in the Workplace.)
- (e) The person accepting appointment must report to the Personnel Officer or designee on the date designated by the Personnel Officer. Otherwise, the applicant is deemed to have declined the appointment.

402.6.1 *Probationary Appointment*

- (a) The probationary period is part of the examination process and is used to determine whether work performance or work-related behavior meets the required standards of the position. A probationary employee may be rejected at any time during the probationary period with or without cause or reason, without notice or appeal or grievance, and without any rights set forth under Rule 1002, Causes for Discipline and Procedures. The probationary employee will be notified before the expiration of the probationary period that he/she/they have been rejected from probation.
- (b) Length of Probation: Unless otherwise specified by memorandum of understanding, or these Rules, the probationary period is 12 months of actual and continuous service. For promotional appointments, the probationary period is 6 months. The probationary period is automatically extended by the length of any absence of one work week or more. The probationary period can be extended by the City at the discretion of the City Manager or designee for up to six months.

Appointment to Sworn Police Officer, Sworn Firefighter, and non-sworn Communication Dispatcher classifications has an eighteen-month probationary period.

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- (c) Except as otherwise provided, employees failing probation will be separated from service. If an employee's probation resulted from a promotion, the employee may be reinstated to their previously held position.

402.6.2 *Out-of-Class Appointments/Temporary Assignment Pay*

Out of Class Appointments

Out-of-class is defined as temporary placement of an employee to an upgraded position or higher classification by an employer or governing board or body in a vacant position for a limited duration. Such placement may be accomplished at the City Manager's, or designee's, discretion. Government Code § 20480 requires contracting public agency employers to track all hours an employee works in out-of-class appointments. Employees are limited to not more than 960 hours in an out-of-class appointment. For purposes of this section, a "vacant position" refers to a position that is vacant during an active recruitment for a permanent appointment. A vacant position does not refer to a position that is temporarily available due to another employee's leave of absence or as part of a temporary project. If either of these requirements are not met (vacant and recruiting), the position does not qualify as an out-of-class appointment to track and report to CalPERS under the law.

The department director may make recommendations for out-of-class appointments to the Personnel Officer of person who appear to possess the minimum standards of qualifications for the position. No preference in hiring is allowed upon an application or in the giving of an examination for service rendered under an out-of-class appointment. However, if an out-of-class appointment is converted to a probationary appointment without interruption of service, the period of out-of-class service may be credited towards the completion of the probationary appointment without interruption of service. All out-of-class appointments must be made within budget limitations. Upon completion of the out-of-class appointment, the employee may return to their usual and customary position.

Temporary Assignment Pay

Temporary assignment pay is defined as a temporary upgrade in pay when an employee is assigned additional duties due to another employee's leave of absence or as part of a temporary project that are estimated to last more than two weeks. Temporary assignment pay will not exceed six months, during which time that person will continue to occupy their original position. The Personnel Officer may extend a temporary assignment pay appointment up to an additional six months.

402.6.3 *Salary Upon Appointment to an Out-of-Class Position*

The assumption and performance of the duties of the higher classification encompass the full range of responsibilities and duties of the higher classification. Whenever the needs of the City

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require an employee to temporarily perform the duties of a higher classification than that in which the employee is currently employed for a period of more than 10 consecutive working days, the employee will receive the salary increase recommended by the department director and approved by the Personnel Officer to perform the required duties.

In such cases, the employee is paid not less than 5% greater than the base salary of his/her/their current position and step, but in no case will such salary exceed 10% of current base salary. The out-of-class pay will commence on the 11th working day following the temporary reassignment to the performance of the duties and responsibilities of the higher classification. The requirement for the performance of responsibilities and duties of the higher classification will be placed in writing by the City Manager or his/her/their designee following recommendation by the affected department director.

Out-of-class pay does not apply to routine coverage for a higher position during routine leave where the employee is not required to perform the full range of duties and responsibilities of the higher classification. Out-of-class pay does not apply to temporary assignments which are made pursuant to prior mutual agreement between the employee and his/her/their immediate Supervisor for the purpose of providing a training opportunity to the employee, for a mutually agreed upon period of time.

A person appointed in an out-of-class capacity is eligible to receive merit increases in his/her/their permanent position during the acting appointment but is not entitled to merit increases in the position that he/she/they hold in an acting capacity. When the temporary assignment is completed, the employee's salary will be readjusted to its previous level or the level the employee would have attained if the acting pay had not been in effect. The employee's step increase date will remain unchanged throughout the temporary assignment.

If successful in being promoted to the position on a regular basis, the period of time of service in the higher classification will not be credited to the promoted employee towards the required probationary period for the higher classification.

402.6.4 *Benefits Available to Out-of-Class Appointments*

Employees in an out-of-class appointment continue to receive benefits normally associated with their regular appointment, not the out-of-class appointment benefits.

402.6.5 *Probationary Period for Promotional Appointments*

At-Will Status: A classified promotional probationary employee may be rejected at any time during the promotional probationary period with or without cause or reason, without notice or appeal or grievance, and without any rights described in Rule 1002, Causes for Discipline and Procedures. If the employee fails to satisfactorily complete the probationary period in the

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promotional position, the employee may return to the classified position held prior to promotion at the range and step held prior to promotion, if there is a vacancy in the prior position, unless they are terminated for cause.

Length of Probation: On accepting a promotion, an employee serves a new probationary period of twelve months of actual and continuous service. The probationary period is automatically extended by the length of any absence of a week or more.

500 Employment of Relatives or Spouses/ Domestic Partners

502 Employment of Relatives, Spouses, Domestic Partners

502.1 *Rule*

The City regulates the employment and placement of relatives, spouses, and domestic partners to avoid conflicts of interest and to promote safety, security, supervision, and morale. Employment and employee placements in existence upon final adoption of this provision are unaffected and shall not be modified solely pursuant to the below. The below applies to employment and employee placements, including but not limited to classification appointment, department/division/facility assignment, promotion or transfer, occurring on or after final adoption of this provision.

502.2 *Definitions*

- (a) “Relative” means child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, or in-laws of those enumerated by marriage or domestic partnership.
- (b) “Spouse” means one of two persons to a marriage, or two people who are registered domestic partners, as those terms are defined by California law. (Fam. Code § 297 & 300.)
- (c) “Supervisory relationship” means one in which one employee exercises the right or responsibility to control, direct, reward, or discipline another by virtue of the duties and responsibilities assigned to his/her/their City appointment.

502.3 *Employment of Relatives*

The City will not appoint, promote, or transfer a person to a position within the same department, division, or facility in which the person’s relative already holds a position, if any of the following would result:

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- A direct or indirect supervisory relationship between the relatives;
- The two employees having job duties which require performance of shared duties on the same or related work assignment;
- Both employees having the same supervisor; or
- A potential for creating an adverse impact on supervision, safety, security, morale, or efficiency.

Additionally, the City will not appoint any individual to any position within the City, in any department, division, or facility, that has a third degree of familial relationship (great-grandparent, grandparent, parent, uncle, aunt, brother, sister, child, grandchild, great-grandchild, nephew or niece) with the City Manager, Assistant City Manager, nor any elected official at the time of prospective appointment.

502.4 *Spouses or Domestic Partners*

The City will not appoint, promote, or transfer a person, to the same department, division, or facility in which the person's spouse or registered domestic partner already holds a position, if such employment would result in any of the following:

- One spouse or domestic partner being under the direct supervision of the other spouse or domestic partner; or
- Potential conflicts of interest or hazards for married persons or those in domestic partnership which are greater than for those who are not married or in domestic partnerships.

502.5 *Marriage or Domestic Partnership After Employment*

- (a) Transfer: If two City employees who work in the same department later become spouses or domestic partners, the Personnel Officer may transfer one of the employees to a similar position in another department. Although the wishes of the two employees will be considered, the Personnel Officer retains sole discretion to determine which employee will be transferred based upon City needs for supervision, safety, security, or morale. Any such transfer that results in a salary reduction is not disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary appeal due process.
- (b) Separation: If continuing employment of both employees, who work in the same department and who later become spouses or domestic partners, cannot be accommodated in a manner the Personnel Officer finds to be consistent with the City's interest in the promotion of supervision, safety, security, or morale, then the Personnel

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Officer retains sole discretion to separate one employee from City employment. Absent the resignation of one employee, the less senior employee will be separated. Any such separation is not considered to be disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary appeal due process.

600 Schedules, Compensation, and Payroll Practices

602 Work Schedules and Attendance

602.1 Work Schedules

- A. Work schedules are determined at the discretion of the department director and are subject to change with or without notice, according to the needs of the department or City. A non-exempt employee must be in attendance and at work during the hours specified by the supervisor.
- B. Work week. Each department director will arrange the work of his/her/their department so that each employee will work not more than five days in each calendar week except that a department director may require an employee to temporarily perform service exceeding five days per work week when public necessity or convenience so requires. In addition, certain employees, in the absolute discretion of the department director, may be assigned varying schedules of up to 40 hours per week, such as a three day or four-day work week.
- C. Other Work Schedules. Notwithstanding anything to the contrary in these Rules or an applicable MOU, the City Manager may establish other work schedules when public necessity or convenience so requires.
- D. Length of Work Week. For purposes of calculating overtime, each non-exempt employee's pay period will be divided into two work weeks of equal length.

602.2 Meal and Break Periods

A thirty minute or one-hour non-compensated meal period will be provided to all full-time non-exempt employees who work at least an eight-hour workday. A 30-minute non-compensated meal period will be provided to all non-exempt full-time employees who work more than five hours, but less than eight hours during the workday. If the total work period is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. Non-exempt employees are responsible for taking their meal period at a time designated by the supervisor.

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A 15-minute compensated rest period will be provided to all non-exempt employees for each four-hour period of service. The rest period must be taken at a time designated by the employee's supervisor. Rest periods may not be combined to shorten an employee's overall workday.

602.3 *Lactation Break Time and Location*

The City will provide a reasonable amount of break time to accommodate any employee desiring to express breast milk for the employee's infant child each time the employee has a need to express milk. The break time will, if possible, run concurrently with any break time already provided to the employee. If the employee takes lactation breaks at times other than their provided break times, then the lactation break is unpaid or the employee may choose to use accrued leave.

Those desiring to take a lactation break at times other than their provided break times must notify a supervisor before taking such a break. Breaks may be reasonably delayed if they would seriously disrupt operations. Once a lactation break is approved, the break should not be interrupted except for emergency or exigent circumstances.

The City will provide a room or other appropriate location in close proximity to the employee's worksite that is not in a bathroom to express milk in private. The room or location will meet the following requirements:

- Be shielded from view and free from intrusion while being used to express milk;
- Be safe, clean, and free of hazardous materials;
- Contain a surface on which to place a breast pump and personal items;
- Contain a place to sit; and
- Have access to electricity needed to operate an electric battery-powered breast pump.

An employee occupying such private area must either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed. All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance.

The City will provide access to a sink with running water and a refrigerator, or other cooling device, suitable for storing milk, in close proximity to the employee's work area.

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602.3.1 *Lactation Accommodation*

An employee may make a request for lactation accommodation, either orally or in writing, with the Personnel Officer or designee.

Following receipt of a request for lactation accommodation, the City will provide a timely written response to the employee in which the City will indicate if it is unable to provide the requested break time or a requested location for the purposes of expressing breast milk.

An employee does not believe that the City is providing an appropriate lactation accommodation should immediately inform the Personnel Officer or designee.

An employee who does not believe that the City is providing an appropriate lactation accommodation as required by state law has the right to file a complaint with the California Division of Labor Standards Enforcement/Labor Commissioner.

602.3.2 *Storage of Expressed Milk*

Any employee storing expressed milk in any authorized refrigerated area within the City must clearly label it as such. No expressed milk can be stored at the City beyond the employee's work day/shift or it may be discarded.

602.4 *Advance Request for Permission to Deviate from Regular Work Hours*

A non-exempt employee is required to seek advance permission from their supervisor for any foreseeable absence or deviation from regular working, break, and meal times.

602.5 *Notification of Unforeseen Late Arrival or Absence*

A non-exempt employee who is unexpectedly unable to report for work as scheduled must notify his/her/their immediate supervisor as soon as is practicable and not later than the beginning of the employee's scheduled work time and report the expected time of arrival or absence. If the immediate supervisor is not available, the employee must notify the department director.

602.6 *Unauthorized Absence is Prohibited*

Arriving late to work or leaving early in connection with scheduled work times, breaks, or meal periods is prohibited, absent authorization. A non-exempt employee who fails to timely notify the supervisor of any absences as required by this Rule, or who is not present and ready to

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work during all scheduled work times, is considered tardy or absent and will not receive compensation for the period of absence.

602.6.1 *Unauthorized Absence is Prohibited in the Event of an “Emergency Condition”*

In the event of an “emergency condition,” the City of Monterey Park designates all employees as Disaster Service Workers and expects such employees to report to their workplace or worksite and not to leave such workplace or worksite.

As used in this policy, “emergency condition” means the existence of either of the following: (1) Conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act; or (2) An order to evacuate a workplace, a worksite, a worker’s home, or the school of a worker’s child due to natural disaster or a criminal act.

602.7 *Excessive Tardiness/Absenteeism and Abuse of Leave*

Excessive tardiness occurs when a non-exempt employee who, without authorization, is late to work or late to return from breaks more than three times during any 30-day period. Excessive absenteeism occurs when the number of unapproved absences for reasons that are not permitted by state or federal law, exceeds three days in any three month period. The City will document each instance of tardiness and will notify the employee after the 2nd documented tardiness during any 30-day period. Excessive tardiness or absenteeism is grounds for discipline, up to and including termination.

Abuse of leave is a claim of entitlement to leave when the employee does not meet the requirements for taking the leave, and may be grounds for discipline, up to and including termination. Should the City suspect that there is an abuse of leave by an employee, the City may require that the employee submit a physician’s certificate to support the absence.

604 *Overtime and Compensatory Time Off*

604.1 *Overtime*

Overtime is all hours a non-exempt employee actually works over 40 hours in his/her/their designated work week. Only actual hours worked will be counted toward the 40-hour threshold for purposes of calculating Fair Labor Standards Act (FLSA) overtime pay; paid leave will not be counted. Non-exempt employees who are directed to work overtime must do so. For purposes of computing overtime, hours paid will count as hours worked.

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Whenever a non-exempt employee is required to work overtime (i.e., hours worked exceeding 40-hours per week) at the discretion of the employee's department director, the employee will receive compensation for such overtime work at 1.5 times his/her/their regular rate of pay.

604.1.1 *No Remote Access for Non-Exempt Employees*

Unless authorized by the City Manager or designee, non-exempt employees cannot have remote access to City equipment, resources, or email.

604.1.2 *Prior Approval Required for Overtime*

Non-exempt employees are not permitted to work overtime except as directed and authorized by their supervisor, or in case of emergency, as determined by the City. Working overtime without prior authorization or approval is grounds for discipline. In emergency situations that necessitate working overtime, the employee must notify a supervisor as soon as possible, and in no event later than the end of the day upon which the emergency occurred. If the supervisor denies the request to work overtime, the employee must obey the supervisor's directive and cease working. Failure to follow these overtime approval procedures subjects the employee to disciplinary action, up to and including termination, for violating the overtime approval procedures.

604.2 *Accurate Time Reporting*

All employees must accurately report all work time to the nearest 15 minutes. Each employee is responsible for the completeness and accuracy of his/her/their timecards.

604.3 *No Volunteering of Work Time*

All time spent for the benefit of the City must be reported as hours worked on time records so that the employee is paid for all work. Non-exempt employees may not "volunteer" work time to perform duties that are the same or similar as their stated or regular job duties. Employees have no authorization to work without compensation. No supervisor has authority to request non-exempt employees to volunteer work time.

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604.4 *Compensatory Time Off*

A non-exempt employee may opt to accrue compensatory time-off (CTO) in lieu of cash payment for overtime worked. When a non-exempt employee works overtime, such employee has the choice of receiving (1) pay at time and one-half; or (2) extra time off ("compensatory time") at one and one-half time the hours worked. The employee's supervisor will decide whether to grant compensatory time requests, always making every reasonable effort to accommodate the employee's preference.

- (a) **Accrual Rate:** CTO accrues at the rate of 1.5 hours for each hour, or fraction thereof, worked after 40 hours of actual work within the employee's designated work week. Time in paid leave status does not count toward CTO. CTO cannot be accumulated exceeding 40 hours at any given time.
- (b) **Employee Request to Use CTO:** The City will grant an employee's request to use accumulated CTO provided that: 1) the employee's department can accommodate the use of CTO on the day requested without undue disruption to department operations; and 2) the employee makes the request in writing to the supervisor not later than five calendar days before the date requested. If the department cannot accommodate the time off without undue disruption, the City will provide the employee the opportunity to cash out the amount of CTO requested at the end of the current pay period.
- (c) **Cash Out:** The City reserves the right to cash out accumulated CTO at any time.
- (d) **Value of CTO Cash Out:** During employment, CTO is cashed out at the employee's current FLSA regular rate of pay (including all FLSA-applicable salary differentials and special pays). Employees separating from City service are compensated for all accrued, unused compensatory hours at their current FLSA regular rate of pay, or their average FLSA regular rate for the prior three years, whichever is higher. (29 USC § 207(o)(3)(B) & (4); 29 CFR § 553.27.)

606 Pay and Merit Adjustments

606.1 *Pay*

Employees filling a position in the competitive service will be paid a salary or wage within the range established for position's class under the pay plan.

Employees re-employed after lay-off shall receive a rate within the range established for the class determined as if their service had been uninterrupted but excluded the time not actively employed by the City.

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606.2 *Merit Adjustments*

- (a) No newly appointed employee in a classified position will be hired at Step 6 to 10 without approval from the City Manager (or Step 3 to 5 for 5 step range).
- (b) Advancement between steps may occur at intervals of no less than one year.
- (c) To recognize an employee for outstanding work performed, a department director may recommend a two-step merit increase, if employee's position is in a 10 step salary range, to the City Manager for review and approval.
- (d) Probationary Communication Dispatcher Trainees serving an eighteen-month (18) probationary period may advance one step upon achieving a "Meets Job Standards" evaluation at the completion of six (6) months service and one additional step upon achieving a "Meets Job Standards" evaluation at the completion of twelve (12) months service.
- (e) Merit increases are based on the employee's anniversary date of appointment to their current classification or anniversary date adjustment. Any employee on a leave of absence (paid or unpaid) for more than 30 days in a rating period may have their anniversary date adjusted accordingly.
- (f) Recommendation for merit increase will be effective the first of the pay period immediately following the employee's anniversary date and will be accompanied by a performance evaluation approved by the Department Director.
- (g) Merit advancement will be contingent upon receiving an overall performance rating of "Meets Job Standards" or higher on their annual performance evaluation.
- (h) Part-time, seasonal, temporary, or extra-help employees:
 - 1) Part-time employees hired at step 1 who work for six months are eligible for a merit advancement to step 2 with a department director recommendation (and performance evaluation) and approval by the City Manager. These employees are eligible for a merit advancement to step 3 when they are employed for one year.
 - 2) If part-time employees hired at step 1 but did not advance to step 2, they are eligible for a merit advancement to step 3 if they are employed for one year. Employees are eligible to receive a merit advancement with a performance evaluation each year they are employed until they reach the top step of the salary range.

700 Performance Evaluation Rules

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702 Performance Evaluations

702.1 *Performance Evaluations*

A non-probationary employee's supervisor will prepare and sign a performance evaluation on a City form for each performance evaluation period. Performance evaluations should take place no later than 30 calendar days following the evaluation period. Merit increases should be fully processed within 21 days following the employee's receipt of their evaluation. The department director will review and approve all performance evaluations of subordinates in his/her/their department. The City Manager may review and approve all performance evaluations of department directors or any other employee. Additional performance evaluations may be prepared at any time the Personnel Officer or department director deems it desirable.

702.2 *Probationary Employee Performance Evaluations*

On or about the completion of three month, six month, and nine month of a probationary period, and again at any point before separation or the successful completion of the probationary period, the probationary employee's supervisor will prepare and sign a performance evaluation. The purpose of the probationary performance evaluation is to chart the probationer's progress toward meeting the standards of his/her/their position.

702.3 *Performance Evaluation Meeting*

The supervisor will meet with the employee to discuss the evaluation. The employee will sign the evaluation to acknowledge its contents and that he/she/they met with his/her/their supervisor to discuss the evaluation. The employee's signature does not mean that he/she/they agree with the contents of the evaluation. A copy of the employee evaluation will be provided to the employee upon request.

702.4 *No Appeal Right*

An employee who disagrees with the contents of a performance evaluation may comment on the evaluation in a written statement which will then be placed with the evaluation in the employee's personnel file. The written statement must be submitted within 10 calendar days after the employee receives the evaluation.

703 Withholding Merit Increases

703.1 *Policy*

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Step increases are merit increases given as an incentive adjustment to encourage an employee to improve his/her/their work and to recognize seniority and increased skill on the job. They are given only if favorably recommended by the employee's department director and approved by the City Manager.

703.2 *Merit Increase versus Step Increase*

Where used in these Rules, the MOUs, and CP the terms "merit increase" and "step increase" have the same meaning.

703.3 *Probationary Employee*

Employees successfully completing probation will be given a step increase effective on the date at the end of probation.

- a. Employees failing probation without right of reinstatement to a previously held position will be terminated.
- b. Employees having the right of reinstatement to a previously held position will be reinstated to that position at the step previously held and with their merit increase due date reverting to that held at the time of their promotion.

703.4 *Full-Time Employees*

Step increases will generally be given annually, one year after the last step increase, except that:

- a. The decision to deny a step increase is in the City Manager's, or designee's, sole discretion.
 - Non-probationary employee whose overall performance is rated "Improvement Needed" may be denied a step increase by the department director.
 - A non-probationary employee whose overall performance is rated "Unsatisfactory" will normally be denied a step increase by the department director.
- b. To deny a step increase:
 1. As far in advance of the step increase due date as is practicable, the employee will be advised in writing clearly stating the deficiencies of their performance, what

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remedy is expected, and that their next step increase may be denied if those expectations are not met.

2. Before the anticipated step increase date, the employee will be informed in writing by the supervisor and department director that their step increase is being denied and the reasons for denial, and a Personnel Action Form (PAF) used to document the denial of a step increase.
- c. A step increase is denied, the employee will next be eligible to receive a step increase upon completion of satisfactory performance, as determined by his/her/their supervisor upon completion of the employee's next evaluation.

800 Leaves of Absences

802 Vacation Leave, Same Day Leave, and Holidays

802.1 *Vacation Leave*

Eligible full-time employees earn vacation leave while in paid status until they reach the applicable vacation accrual cap. Employees accrue vacation time according to their full-time status and the number of consecutive years the employee has worked for the City based on respective MOU, or resolution.

802.2 *Limitations on Vacation Leave Accrual*

No employee may accrue more vacation leave per the appropriate MOU or resolution. Vacation leave will not accrue during leaves of absence without pay unless required by law.

802.3 *Scheduling of Vacation Leave*

Vacation leave may not be used until it is earned. The employee will request leave approval from the department director or designee. The scheduling will be based on the employee's preference and the operational needs. An employee must provide a minimum of two week's written advance notice, unless waived by the department director, when requesting vacation time off. The City Manager may, at his/her/their discretion, require an employee to use accrued vacation.

802.3.1 *Unused Vacation Leave Upon Separation*

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Any employee separating from the City who has accrued vacation leave must be paid for all accrued vacation at his/her/their rate of pay at the time of separation.

802.4 *Holidays*

Full-time employees receive the holidays listed below with pay based on MOU, resolution, or Rule. Full-time employees must be in a paid status on both the workday before and the workday following the holiday to receive compensation for the holiday hours. An employee on vacation, sick leave, or other paid leave of absence, is considered to be in a paid status and, therefore, would receive compensation for the holiday.

If New Year's Day, Independence Day, Veteran's Day, December 25th, or New Year's Eve Day fall on a Sunday, the Monday immediately following shall be treated as the holiday. If any of those five (5) holidays falls on a regular day off (Friday) or Saturday, the employee will receive holiday hours in holiday leave bank. Part-time employees whose scheduled work time falls on a holiday will receive that holiday off without pay unless the employee is required to work on such days.

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving Day
- December 24
- December 25
- December 31

802.5 *Effect of Holiday on Vacation Leave*

If one or more holidays falls within a vacation leave that an eligible full-time employee is taking, such holiday shall not be charged as vacation leave. Full time employees on a 9/80, 4/10, 3/12, or 5/40 work schedule, however, do not receive any holiday pay for a holiday that falls on the regular day off, the hours will be added to a holiday leave bank.

802.6 *Floating Holidays*

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Full-time employees who are entitled to holidays receive two (2) floating holidays per calendar year that must be used during that year.

802.7 *Pay for Holidays*

Employees entitled to paid holidays or floating holidays shall be paid for the number of hours the employee was scheduled to work had it not been a holiday or floating holiday. A non-exempt employee who is required to work on a holiday will receive holiday pay based on respective MOU.

804 Sick Leave

804.1 *Purposes for Sick Leave*

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; sibling, or designated person (Labor Code §§ 233(b)(2); 245.5(c); 246.5(a)(1)).)
- (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/her/their 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. (Labor Code §§ 230(c); 233(b)(3)(A); 246.5(a)(2).)

804.2 *Terms of Sick Leave*

- (a) Full time employees who are not part-time, seasonal, temporary, or extra help accrue eight hours of sick leave for each calendar month of paid status; Accrued sick leave carries over from year to year. Accrual limit applies per applicable MOU or resolution.
- (b) A part-time, seasonal, temporary, or extra help employee may be eligible for 40 hours or five days of paid sick leave, whichever is greater, from the commencement of employment with the City. A part-time, seasonal, temporary, or extra help employee sick leave does not carry over from year to year.

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(c) Sick Leave Use

An employee may use accrued sick leave hours, subject to the limits and request provisions in this Rule. (Labor Code § 246(c) & (j).)

(d) Protected Sick Leave:

For full time employees who are not part-time, seasonal, temporary, or extra help 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 in this Rule. (Labor Code §§ 233(b)(2); 233(b)(3)(A); 246(d).)

(e) Sick Leave Request

To request to use sick leave if the need for leave is foreseeable, an employee must give the immediate supervisor reasonable advance written or oral notice. (Labor Code §§ 246(l); 246.5(a).) If the need for sick leave is not foreseeable, the employee must provide written or oral notice of the need for the leave as soon as practicable. (Labor Code § 246(l).) If the employee is required to be absent on sick leave for more than one day, the employee must keep the immediate supervisor informed each day as to the date the employee expects to return to work and the purpose of the leave. Failure to request sick leave as required by this Rule without good reason, may result in the employee being treated as absent without leave.

(f) Certification

The City may require that employees who are not part-time, seasonal, temporary, or extra help employees, must provide a licensed health care provider's certification to support any absence that involves the illness of the employee or family member if the City reasonably suspects and documents that there is an abuse of sick leave by the employee. Abuse of sick leave means the misrepresentation of the actual reason for taking sick leave for unauthorized purposes, failure to report sick leave, and may include chronic, persistent, or patterned use of sick leave. All employees, including part-time, seasonal, temporary, or extra help, who use paid leave to address issues related to domestic violence, sexual assault, or stalking and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter. (Labor Code § 230(d)(2).)

(g) Sick Leave on Separation from Employment

Unused sick leave is not cashed out upon termination, resignation, retirement, or other separation from employment. (Labor Code § 246(f)(1).) Unused sick leave may be converted

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to retirement service credits only as may be permitted under applicable retirement system laws and regulations.

804.3 *Terms of Sick Leave for Part-Time Employees*

See Administrative Policy #30-31

806 Family and Medical Care Leaves

806.1 *Statement of Rule; Concurrent Running of FMLA and CFRA Leaves*

The **City** provides family and medical care leave for eligible employees as required by California and federal law. Employees who misuse or abuse family and medical care leave may be disciplined, up to and including termination. Employees who fraudulently obtain or use CFRA leave are not protected by the CFRA's job restoration or maintenance of health benefits provisions.

This Rule is supplemented by the Federal Family and Medical Leave Act ("FMLA"), and the California Family Rights Act ("CFRA"). Unless otherwise stated in this policy, "Leave" means leave pursuant to the FMLA and CFRA. Unless otherwise provided by law, the City will run each employee's FMLA and CFRA leaves concurrently.

806.2 *Definitions*

- (a) "12-Month Period" means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken. (29 CFR § 825.200(b)(4); 2 Cal. Code Regs. § 11090(b).)
- (b) "Single 12 Month Period" means a 12-month period which begins on the first day the eligible employee takes FMLA leave to take care of a covered servicemember and ends 12 months after that date. (29 CFR § 825.200(f).)
- (c) "Child" means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care, and includes a biological, adopted, foster or step-child. A child is "incapable of self-care" if he/she/they requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living, such as caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, or using telephones and directories. (29 CFR § 825.102; Gov't Code § 12945.2(c)(1).)

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- (d) "Parent" means the biological or adoptive parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law. (29 CFR § 825.102; Gov't Code § 12945.2(c)(7).)
- (e) "Spouse" means one or two persons to a marriage, regardless of the sex of the persons, and for purposes of CFRA leave, includes a registered domestic partner as defined below. (29 CFR § 825.102; Fam. Code § 300; 2 Cal. Code Regs. § 11087(r).)
- (f) "Domestic Partner" is another adult with whom the employee has chosen to share their life in an intimate and committed relationship of mutual caring and with whom the employee has filed a Declaration of Domestic Partnership with the Secretary of State, and who meets the criteria specified in Family Code § 297. A legal union formed in another state that is substantially equivalent to the California domestic partnership is also sufficient. (Fam. Code § 299.2)
- (g) "Designated Person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. An employer may limit an employee to one designated person per 12 month period for family care and medical leave (Gov. Code § 12945.2(b)(2).).
- (h) "Serious Health Condition" means an illness, injury impairment, or physical or mental condition that involves:
- 1) Inpatient Care in a hospital, hospice, or residential medical care facility, including any period of incapacity (*e.g.*, inability to work or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom). A person is considered "inpatient" when a health care facility admits him/her/them to the facility with the expectation that he/she/they will remain at least overnight, even if it later develops that such person can be discharged or transferred to another facility, and does not actually remain overnight; or
 - 2) Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
 - a. A period of incapacity (*i.e.*, inability to work, or perform other regular daily activities) due to serious health condition of more than three consecutive calendar days; and
 - b. Any subsequent treatment or period of incapacity relating to the same condition, that also involves:

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- i. Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision by a health care provider, or by a provider of health care services (*e.g.*, a physical therapist) under orders of, or on referral by a health care provider; or
 - ii. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. This includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter, and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.
- 3) Any period of incapacity due to pregnancy or for prenatal care. (29 CFR § 825.120; Gov't Code § 12945.2(c)(8).) Note that pregnancy is a "serious health condition" only under the FMLA. Under California law, an employee disabled by pregnancy is entitled to pregnancy leave. (*See* Rule 808, Leave Because of Pregnancy, Childbirth, or Related Medical Condition.)
- 4) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - a. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
 - b. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - c. May cause episodic rather than a continuing period of incapacity (*e.g.*, asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.
- 5) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by health care provider.
- 6) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment. (29 CFR § 825.113; Gov't Code § 12945.2(c)(8); 2 Cal. Code Regs. § 11087(q)(1).)

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- (i) "Health Care Provider" means:
- 1) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery in the State of California;
 - 2) Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, which directly treats or supervises treatment or a serious health condition;
 - 3) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California law;
 - 4) Nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California law and who are performing within the scope of their practice as defined under California law.
 - 5) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and
 - 6) Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits. (29 CFR § 825.102; Gov't Code § 12945.2(c)(6).)
- (j) "Covered active duty" means: (1) in the case of a member of a regular component of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; or (2) in the case of a member of the reserve component of the Armed Forces, duty during the deployment of members of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions. (29 CFR § 825.102.)
- (k) "Covered Service Member" means: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy. (29 CFR § 825.102 & 825.122.)

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- (l) "Outpatient Status" means, with respect to a covered service member, the status of a member of the Armed Forces assigned to either: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 CFR § 825.102.)
- (m) "Next of Kin of a Covered Service Member" means the nearest blood relative other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as their nearest blood relative for purposes of military caregiver leave under the FMLA. (29 CFR § 825.102.)
- (n) "Serious Injury or Illness" means: (1) in the case of a member of the Armed forces, including a member of the National Guard or reserves, means an injury or illness that a covered servicemember incurred in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by the service in the line of duty on active duty in the Armed Forces) and that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating; or (2) in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran. (29 CFR § 825.102.)

806.3 *Reasons for Leave*

Leave is only permitted for the reasons listed below:

- (a) The birth of a child or to care for a newborn of an employee (29 CFR § 825.120; Gov't Code § 12945.2(c)(3)(A));
- (b) The placement of a child with an employee in connection with the adoption or foster care of a child (29 CFR § 825.121; Gov't Code § 12945.2(c)(3)(A));
- (c) Leave to care for a child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person who has a serious health condition (29 CFR § 825.112 Gov't Code § 12945.2(c)(3)(A) & (B)). Leave to care for a grandparent, grandchild, sibling, domestic partner, or designated person is permissible under the CFRA, but does not apply to FMLA leave and will not run concurrently with leave under the FMLA;

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- (d) Leave because of a serious health condition that makes the employee unable to perform any one or more essential functions of his/her/their position (29 CFR § 825.113; Gov't Code § 12945.2(c)(3)(C));
- (e) Leave for a variety of "qualifying exigencies" arising out of the fact that an employee's spouse, son, daughter, or parent is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation (29 CFR § 825.126 – This is a FMLA leave and not a CFRA leave); or
- (f) Leave to care for a spouse, son, daughter, parent, or "next of kin" who is a covered servicemember of the U.S. Armed Forces who has a serious injury or illness: incurred in the line of duty while on active military duty; or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces. This leave can run up to 26 weeks of unpaid leave during a single 12-month period. (29 CFR § 825.127 – This is a FMLA leave and not a CFRA leave.)

806.4 *Employees Eligible for Leave*

An employee is eligible for leave if:

- (a) The employee has been employed by the City for at least 12 months; and
- (b) The employee has been employed by the City for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave; and
- (c) The City directly employs at least 50 full or part-time employees within a 75-mile radius for each working day during each of 20 or more calendar workweeks in the current or preceding calendar year. The workweeks do not have to be consecutive. The phrase "current or preceding calendar year" refers to the calendar year in which the employee requests the leave or the calendar year preceding this request. (29 CFR § 825.109(d)-29 CFR § 825.111; Gov't Code § 12945.2(a) & (b); 2 Cal Code Regs. §§ 11087(d)(1) & 11087(e).)

An employee is eligible for 12 weeks of parental leave to bond with a new child within one year of a child's birth, adoption, or foster care placement if:

- (a) The employee has been employed by the City for at least 12 months; and
- (b) The employee has been employed by the City for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave; and

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(c) The City directly employs at least 20 full or part-time employees within 75-mile radius. (Gov't Code § 12945.6(a)(1).)

806.5 *Amount of Leave*

Eligible employees are entitled to a total of 12 workweeks (or 26 workweeks to care for a covered servicemember) of leave during any 12-month period. If FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first. (29 CFR § 825.127.)

806.6 *Minimum Duration of Leave*

- (a) If leave is requested for the birth, adoption, or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (*e.g.*, bonding with a newborn) for less than two weeks duration on any two occasions. (2 Cal Code Regs. § 11090(d).)
- (b) If leave is requested to care for a child, parent, parent-in-law, spouse, domestic partner, grandparent, grandchild, sibling or the employee him/her/them self with serious health condition, there is no minimum amount of leave that must be taken. However, compliance with the notice and medical certification provisions in this Rule is required. (29 CFR § 825.205; 2 Cal. Code Regs. § 11090(e).)

806.7 *Parents both Employed by the City*

If both parents of a child, adoptee, or foster child are employed by the City and are entitled to bonding leave the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period. (29 CFR § 825.120(a)(3).)

If both parents of a covered servicemember are employed by the City and are entitled to leave to care for a covered servicemember, the aggregate number of workweeks of leave to which both may be entitled is limited to 26 work weeks during the 12-month period. This limitation does not apply to any other type of leave under this Rule. (29 CFR § 825.127(f).)

806.8 *Employee Benefits While on Leave*

- (a) Group Health Insurance During Unpaid Leave: Leave under this Rule is unpaid. While on unpaid leave, employees will continue to be covered by the City's group health insurance for up to 12 weeks each leave year to the same extent that coverage is

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provided while the employee is on the job. If the employee is disabled by pregnancy, coverage will continue up to four months each leave year. If an employee disabled by pregnancy also uses leave under the CFRA for baby-bonding, the City will maintain her coverage while she is disabled by pregnancy (up to four months or 17 1/3 weeks) and during her CFRA leave (up to 12 weeks). (Gov't Code §§ 12945(a)(2)(A) & 12945.2(s).)

- (b) **Benefit Plans Not Provided through the City's Group Health Plan During Unpaid Leave Do Continue:** While on unpaid leave, employees will continue to be covered by the City's benefit plans that are not part of its group health plan for up to 12 weeks each leave year to the same extent that coverage is provided while the employee is on the job. (2 Cal. Code Regs. § 11092(e).)
- (c) **Payment of Premiums:** Employees may make the appropriate contributions for continued coverage under the health benefits plans by payroll deductions (if the employee is using his/her/their paid leave) or direct payments (if the employee is not using his/her/their paid leave). The City will inform the employee whether the direct payments for premiums should be paid to the carrier or to the City, and the deadlines for paying premiums in order to prevent coverage from being dropped. Employee contribution rates are subject to any changes in rates that occur while employee is on leave.
- (d) **Recovery of Premium if the Employee Fails to Return from Leave:** If an employee fails to return to work after his/her/their leave entitlement has been exhausted or expires, the City may recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her/their family member which would entitle the employee to leave, or because of circumstances beyond the employee's control. (29 CFR § 825.213; Gov't Code § 12945.2(f)(1); 2 Cal. Code Regs. § 11092(c)(5).)

806.9 *Substitution of Paid Accrued Leaves*

Although family and medical care leave is unpaid, an employee may elect and the City will require an employee to concurrently use all paid accrued leaves during family and medical care leave as described below.

806.9.1 *Employee's Right to Use Paid Accrued Leave Concurrently with Family Leave*

An employee may use any earned or accrued paid leave except sick leave for all or part of any unpaid family and medical care leave. An employee is entitled to use sick leave concurrently with family and medical care leave for the employee's own serious health condition or that of the employee's parent, parent-in-law, spouse, domestic partner, child, grandparent, grandchild, or sibling. (Gov't Code § 12945.2(e); Labor Code §§ 233 & 246.5(a)(1).)

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806.9.2 *City's Right to Require an Employee to use Paid Leave when using FMLA/CFRA Leave*

Employees must use and exhaust their accrued leaves concurrently with family and medical care leave to the same extent that employees have the right to use their accrued leaves concurrently with family and medical care leave with two exceptions:

- (a) Employees are not required to use paid leave during leave pursuant to a disability plan that pays a portion of the employee's salary while on leave unless the employee agrees to use paid leave to cover the unpaid portion of the disability leave benefit (29 CFR § 825.207(d); 2 Cal. Code Regs. § 11092(b)(2) & (3)); and
- (b) An employee must agree to use accrued sick leave to care for a child, parent, spouse or domestic partner, grandparent, grandchild, or sibling. (Gov't Code § 12945.2(e); 2 Cal. Code Regs. § 11092(b).)

806.9.3 *City's Right to Require an Employee to Exhaust FMLA/CFRA Leave Concurrently with Other Leaves*

If an employee takes a leave of absence for any purpose which also qualifies under both the FMLA and CFRA, the City will designate that leave as running concurrently with the employee's 12-week FMLA/CFRA leave entitlement. (Labor Code § 4850(e).)

806.9.4 *City's and Employee's Rights if an Employee Requests Accrued Leave without Mentioning FMLA or CFRA*

If an employee requests to utilize accrued vacation leave or other accrued paid time off without reference to a FMLA/CFRA qualifying purpose, the City may not ask the employee if the leave is for a FMLA/CFRA qualifying purpose. (2 Cal. Code Regs. § 11092(b)(4)(A).) However, if the City denies the employee's request and the employee provides information that the requested time off is for a FMLA/CFRA qualifying purpose, the City may require the employee to exhaust accrued leave as described above. (2 Cal. Code Regs. § 11092(b)(4)(A)(1).)

806.10 *Medical Certification/ Recertification*

Employees who request leave must provide a medical certification and/or recertification to support the need for the leave as described below:

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- (a) **Employee's Own Serious Health Condition:** Employees who request leave for their own serious health condition must provide written certification from the health care provider that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; and a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of his/her/their position. (Gov't Code § 12945.2(j)(2); 2 Cal. Code Regs. § 11087(a)(2); 2 Cal. Code Regs. § 11091(b)(2).) Upon expiration of the time period the health care provider originally estimated that the employee needed for his/her/their own serious health condition, the employee must obtain recertification if additional leave is requested. (Gov't Code § 12945.2(j)(2); 2 Cal. Code Regs. § 11091(b)(2); 29 CFR § 825.308.)
- (b) **Family Member Serious Health Condition:** Employees who request leave to care for a child, parent, parent-in-law, domestic partner, spouse, grandparent, grandchild, or sibling who has serious health condition must provide written certification from the health care provider of the family member requiring care that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the employee needs to care for the child, parent, domestic partner, spouse, grandparent, grandchild, or sibling and a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent, domestic partner, spouse, grandparent, grandchild, or sibling. The term "warrants the participation of the employee" includes, but is not limited to, providing psychological comfort, and arranging third party care for the covered family member, as well as directly providing, or participating in, the medical care. (Gov't Code § 12945.2(k)(1); 2 Cal. Code Regs. § 11087(a)(1); 2 Cal. Code Regs. § 11091(b)(1).) Upon expiration of the time period the health care provider originally estimated that the employee needed to care for a covered family member, the employer must obtain recertification if additional leave is requested. (Gov't Code § 12945.2(j)(2); 2 Cal. Code Regs. § 11091(b)(1); 29 CFR § 825.308.)
- (c) **Servicemember Serious Injury or Illness:** Employees who request FMLA leave to care for a covered servicemember who is a child, spouse, parent or "next of kin" of the employee, must provide written certification from a health care provider regarding the injured servicemember's serious injury or illness. (29 CFR § 825.310.) The City will verify the certification as permitted by the FMLA regulations. (29 CFR § 825.310(e) & (f).)
- (d) **Qualifying Exigency:** The first time an employee requests FMLA leave because of a qualifying exigency, the employer may require the employee to provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to active duty status in a foreign country, and the dates of the military member's active duty service. A copy of the new active duty orders or similar documentation must be provided to the

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City if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different military member. (29 CFR § 825.309.) The City will verify the certification as permitted by the FMLA regulations. (29 CFR § 825.309(d).)

806.11 *Time to Provide a Medical Certification*

When an employee has provided at least 30 calendar days' notice for a foreseeable leave, the employee must provide a medical certification before the leave begins. When this is not possible, the employee must provide the medical certification to the City within the time frame requested by the City (which must allow at least 15 calendar days after the employer's request), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts. (2 Cal. Code Regs. § 11091(b)(3); 29 CFR § 825.305(b).)

806.12 *Consequences for Failure to Provide an Adequate or Timely Certification*

If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. (2 Cal. Code Regs. § 11091(b)(3); 29 CFR § 825.313(a) & (b).) However, if an employee fails to provide a medical certification within the time frame established in this Rule, the City may delay the taking of FMLA/CFRA leave until required certification is provided or deny FMLA/CFRA protections following the expiration of the time period to provide an adequate certification. (2 Cal. Code Regs. § 11091(b)(3); 29 CFR § 825.313(a).)

806.13 *Review of the Contents of Medical Certification for Employee's Own Serious Health Condition*

- (a) **Complete and Sufficient:** The employee must provide a certification for his/her/their own serious health condition that is complete and sufficient to support the request for leave. A certification is incomplete if one or more of the applicable entries on the certification form have not been completed. A certification is insufficient if the information on the certification form is vague, ambiguous, or not responsive. If the certification is incomplete or insufficient, the Personnel Officer will give the employee written notice of the deficiencies and seven calendar days to cure, unless a longer period is necessary in light of the employee's diligent, good faith efforts to address the deficiencies. (29 CFR § 825.305(c).)
- (b) **Authentication and Clarification:** After giving the employee an opportunity to cure the deficiencies in a medical certification for the employee's own serious health condition, the Personnel Officer may contact the health care provider who provided the certification to clarify and/or authenticate the certification. "Authentication" means providing the

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health care provider with a copy of the certification form and requesting verification that the information on the form was completed or authorized by the health care provider who signed the form. "Clarification" means contacting the health care provider to understand the handwriting on the medical certification or to understand the meaning of the response. The Personnel Officer may not ask for additional information beyond that required on the certification form. (29 CFR § 825.307(a).)

806.14 *Second and Third Medical Opinions for Employee's Own Serious Health Condition*

If the City has a good faith, objective reason to doubt the validity of a certification for the employee's serious health condition, the City may require a medical opinion of a second health care provider chosen and paid for by the City. If the second opinion is different from the first, the City may require the opinion of a third provider jointly approved by the City and the employee but paid for by the City. The opinion of the third provider will be binding. (29 CFR § 825.307(b) & (c); 2 Cal. Code Regs. § 11091(b)(2)(A).) The City must provide the employee with a copy of the second and third medical opinions, where applicable, without cost, upon the request of the employee. (29 CFR § 825.307(d); 2 Cal. Code Regs. § 11091(b)(2)(D).)

806.15 *Intermittent Leave or Leave on a Reduced Leave Schedule*

If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule for his/her/their own serious health condition, or to care for an immediate family member with serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. (2 Cal. Code Regs. § 11090(e); 29 CFR § 825.202(b).) The City, in its discretion, may require an employee to provide additional certification of medical necessity every six months should the employee require a reduced leave schedule or intermittent leave for more than six months. The City, in its discretion, may require an employee who certifies the need for a reduced schedule or intermittent leave to temporarily transfer to an alternate position of equivalent pay and benefits that better accommodates the leave schedule. (2 Cal. Code Regs. § 11090(e)(1); 29 CFR § 825.204.)

806.16 *Reinstatement Upon Return from Leave*

- (a) **Reinstatement to Same or Equivalent Position:** Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent benefits and pay. Employees have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period. (2 Cal. Code Regs. § 11087(f) & (g); 2 Cal. Code Regs. § 11089(a); 29 CFR § 825.214-215; 29 CFR § 825.216.)

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- (b) **Date of Reinstatement:** If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and the City, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of his/her/their readiness to return. (2 Cal. Code Regs. § 11089(c)(1) & (2).)
- (c) **Employee's Obligation to Periodically Report on His/Her/Their Condition:** Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return. (29 CFR § 825.311.)
- (d) **Fitness for Duty Certification:** As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his/her/their job, the employee must obtain and present a fitness-for-duty certification from the health care provider stating that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement. (Gov't. Code § 12945.2(k)(4); 29 CFR § 825.312.)
- (e) **Reinstatement of "Key Employees":** The City may deny reinstatement to a "key" employee (i.e., an employee who is among the highest paid 10 percent of all employed by the City within 75 miles of the worksite) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the City, and the employee is notified of the City's intent to deny reinstatement on such basis at the time the employer determines that such injury would occur. (Gov't. Code § 12945.2(r)(1); 29 CFR §§ 825.217-219.)

806.17 *Required Forms*

Employees must complete the applicable forms to receive family and medical care leave. The forms may be obtained from the City Manager or designee.

808 *Leave Because of Pregnancy, Childbirth, or Related Medical Condition*

808.1 *Amount of Leave*

An employee who is disabled because of pregnancy, childbirth, or a related medical condition is entitled to an unpaid leave for up to the number of hours they would normally work within four calendar months (one-third of a year or 17 1/3 weeks). (Gov't. Code § 12945(a).) For a full-time employee who works 40 hours per week, "four months" means 693 hours of leave entitlement, based on 40 hour per week times 17 1/3 weeks. (2 Cal. Code Regs. § 11042(a)(1).) An employee who works less than 40 hours per week will receive a pro rata or proportional amount of leave. (2 Cal. Code Regs. § 11042(a)(2).)

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808.2 *Notice & Certification Requirements*

- (a) **Notice:** Requests for pregnancy disability leave must be submitted in writing with reasonable advance notice of the medical need for the leave. (2 Cal. Code Regs. § 11042(c)(1).) All leaves must be confirmed in writing, have an agreed-upon specific date of return, and be submitted to the Personnel Officer. (2 Cal. Code Regs. § 11042(a).)
- (b) **Certification:** The request for pregnancy disability leave must be supported by a written certification from the attending physician stating that: the employee is disabled from working by pregnancy, childbirth, or a related medical condition; 2) the date on which the employee became disabled by pregnancy, childbirth, or a related medical condition; and 3) the estimated duration or end date of the leave. (2 Cal. Code Regs. §§11050(b)(7) and (e).)

808.3 *Compensation During Leave*

Pregnancy disability leaves are without pay. However, the employee must first use sick leave, if any. (2 Cal. Code Regs. § 11044(b)(1).) Once sick leave is expended, the employee may elect to use vacation leave or any other accrued paid time off during the leave. (2 Cal. Code Regs. § 11044(b)(2).)

808.4 *Benefits During Leave*

- (a) **Group Health Insurance** An employee on pregnancy disability leave may continue to receive any group health insurance coverage that was provided before her leave, beginning on the date the pregnancy disability leave begins and continuing for up to four months in a 12-month period, at the same level and under the same conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. (Gov't. Code § 12945(a)(2)(A); 2 Cal. Code Regs. § 11044(c).) The City may recover premiums it paid to maintain health coverage if an employee does not return to work following pregnancy disability leave, unless the reason for the failure to return is a circumstance beyond her control or the use of the separate right to 12 weeks of bonding leave under the California Family and Medical Leave Act. (Gov't. Code § 12945(a)(2)(A); 2 Cal. Code Regs. § 11044(c)(3).)
- (b) **Sick and Vacation Leaves** Sick and vacation leaves do not accrue while an employee is on unpaid pregnancy disability leave. (See 2 Cal. Code Regs. § 11044(d)(1).)
- (c) **Employee Status during Leave** The employee retains employee status during the leave. The leave is not a break in service for purposes of longevity or seniority under any collective bargaining agreement or employee benefit plan. Benefits will be resumed upon the employee's reinstatement in the same manner and at the same levels as provided

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when the leave began, without any new qualification period, physical exam, or other qualifying provisions. (2 Cal. Code Regs. § 11044(e).)

808.5 *Reinstatement*

- (a) Upon the expiration of pregnancy leave, the employee will be reinstated to her original or a comparable position, so long as it was not eliminated for a legitimate business reason during the leave. (2 Cal. Code Regs. § 11043(c).)
- (b) If the employee's original position is no longer available, the employee will be assigned to a comparable, open position. (2 Cal. Code Regs. § 11043(c)(2).)
- (c) If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental disability, the City will initiate an interactive process with the employee in order to identify a potential reasonable accommodation in accordance with these Rules. (See Rule 206, Reasonable Accommodation and Interactive Process.)

810 Other Leaves

810.1 *Administrative leave*

At the City Manager's sole discretion, those exempt employees whose duties require regular attendance at meetings of the City Council and/or City commissions and committees, or at weekend or evening special events (including after-hours callout of Public Works personnel), may be provided up to 80 hours of paid administrative leave per year. Paid administrative leave given to exempt employees is not cumulative from year-to-year, nor is it convertible to any cash benefit. Paid administrative leave afforded exempt employees will be requested and granted in the same manner as vacation time.

810.2 *Jury Duty Leave/Subpoenaed or Court-Ordered Witness Leave*

Any employee, including a temporary employee, who is summoned to serve on a jury, or subpoenaed or ordered to be a witness, must notify his/her/their supervisor or department director as soon as possible. Any employee who is released from jury service before the end of his/her/their scheduled work hours must report to work unless otherwise authorized by the employee's supervisor. (Gov't. Code § 1230; Labor Code § 230; 28 USC § 1875(c).)

Unless provided otherwise by court order, a full-time employee called for jury duty will receive his/her/their regular salary while actually performing jury service, for up to 80-hours in any 12-month period. When a full-time employee is subpoenaed (when the employee's family member

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is not a party to the lawsuit) the employee will be compensated in a like manner to jury duty.

(a) Any employee, including a temporary employee, who is summoned to serve on a jury, or subpoenaed or ordered to be a witness, must notify his or her supervisor or department head as soon as possible.

1. (b) Employees paid for jury duty, whether for actual jury service or in response to a subpoena, will surrender any per diem paid them to the City's Finance Director. Employees may retain whatever mileage, if any, paid them in connection with this service. Employees may request reimbursement for eligible expenses incurred and not otherwise reimbursed.

2.

(c) It is the duty of the City employee requesting compensation under this provision to obtain for and present to the City Manager any and all information as requested necessary to verify times and dates of such employee's court related attendance.

(d) Any employee who is released from jury service before the end of his or her scheduled work hours must report to work unless otherwise authorized by his or her supervisor. (Gov't. Code § 1230; Labor Code § 230; 28 USC § 1875(c).)

810.2.1 *Non-exempt Employees*

All non-exempt employees will be paid for actual work hours missed because of time spent in jury service or court up to 80-hours per calendar year. The time spent on jury duty is not work time for purposes of calculating overtime compensation. The City will offset from pay the amount the employee receives from the Court for jury fees.

810.2.2 *Exempt Employees*

All FLSA-exempt employees will continue to receive their normal salary while on jury duty or as serving as a witness only for any work week in which they perform any work duties. (29 CFR § 541.602(a) & (b)(3).) The City will offset the amount from pay the employee receives from the Court for jury fees. (29 CFR § 541.602(b)(3).)

810.2.3 *Part Time Employees*

A part-time employee called for jury service will receive his/her/their regular pay for up to a number of hours equal to those actually worked during the immediately preceding pay period, not to exceed a total of 59-hours per calendar year.

810.3 *Other Court or Administrative Proceeding Appearances*

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810.3.1 *Regarding City Duties*

Any employee, including a part-time, seasonal, temporary, or extra help employee, who is subpoenaed to appear in court in a matter regarding an event or transaction in the course of his/her/their City job duties, must give his/her/their supervisor as much advance notice as is possible. The City will determine whether the matter involves an event or transaction in the course of the employee's City job duties. If so, this leave to appear in court will be without loss of compensation, and the time spent will be considered work time. The City will offset the amount from pay the employee receives for witness fees.

810.3.2 *Regarding Employee-Initiated Proceedings*

Any employee, including a part-time, seasonal, temporary, or extra help employee, who is subpoenaed to appear, or appears in court because of civil or administrative proceedings that he/she/they initiated, is not entitled to receive compensation for time spent related to those proceedings. An employee may request to receive time off without pay or may use any accrued leave other than sick leave for time spent related to those proceedings. The time spent in these proceedings is not considered work time. Notwithstanding the above, an employee who is testifying or appearing as the designated representative in PERB conferences or hearings, or at a personnel or merit commission is entitled to paid release time. (Gov't. Code § 3505.3(a)(2) & (3).)

810.3.3 *Regarding Crime Victim/Victim Family Member Court Attendance Leave*

Any employee, including a part-time, seasonal, temporary, or extra help employee, who is a victim of a crime that is a serious or violent felony, or a felony involving theft or embezzlement, may take leave from work to attend judicial proceedings related to that crime, if the employee provides the City a copy of the notice of the scheduled proceeding in advance. If advance notice is not feasible, the employee must provide the City, within a reasonable time after the leave is taken, documentation from the District Attorney, victim's rights office, or court/governing agency that shows that the judicial proceeding occurred when the leave was used. An employee who is an immediate family member of such a crime victim, including: a registered domestic partner; the child of the registered domestic partner; spouse; child; stepchild; brother; stepbrother; sister; stepsister; mother; stepmother; father; or stepfather of the crime victim is also entitled to leave from work to attend judicial proceedings relating to that crime. The leave is unpaid unless the employee elects to use accrued vacation, sick, or other paid leave, or compensatory time off. (Labor Code § 230.2.)

810.3.4 *Regarding Crime Victim/Family Member Victims' Rights Proceedings Leave*

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Any employee, including a part-time, seasonal, temporary, or extra help employee, who is a victim of a crime listed in Labor Code § 230.5(a)(2)(A), may take leave from work to appear in court to be heard at any proceeding in which the right of the victim is at issue, if the employee provides the employer reasonable advance notice. If advance notice is not feasible, the employee must provide the City, within a reasonable time after the leave is taken, certification from a police report, a district attorney or court, or from a health care provider or victim advocate, that the employee was a victim of any of the crimes listed in Labor Code section 230.5(a)(2)(A). An employee who is a spouse, parent, child, sibling, or guardian of such a crime victim is also a victim who is entitled to this leave if the above notice or certification requirements are met. The leave is unpaid unless the employee elects to use accrued vacation or paid leave, or compensatory time off.

810.4 *Leave for Victims of Domestic Violence, Sexual Assault, or Stalking to Obtain Restraining Orders or Injunctive Relief*

Any employee, including a part-time, seasonal, temporary, or extra help employee, who is a victim of domestic violence, sexual assault, or stalking, may take leave from work to obtain or attempt to obtain any relief, including, without limitation: a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or his/her/their child, if the employee provides advance notice of the need for leave. If advance notice is not feasible, the employee must provide any of the following certifications within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use 2014 Healthy Workplaces sick leave (Labor Code § 246.5(a)(2)), accrued vacation or paid leave, or compensatory time off. (Labor Code § 230.5(f).)

810.4.1 *Leave for Victims of Domestic Violence, Sexual Assault, or Stalking to Obtain Medical Attention or Counseling or Safety Planning*

Any employee, including a part-time, seasonal, temporary, or extra help employee, who is a victim of domestic violence, sexual assault, or stalking, may take leave from work to attend to any of the following: obtaining medical attention or psychological counseling; obtaining services from a shelter, program or crisis center; or participating in safety planning or other actions to increase safety, if the employee provides advance notice of the employee's intention to take time off for these purposes. If advance notice is not feasible, the employee must provide any of the following to the City within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for

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physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use 2014 Healthy Workplaces sick leave (Labor Code § 246.5(a)(2)), accrued vacation or personal leave, or compensatory time off.

810.5 *Bereavement Leave*

All employees, including a temporary employee, may utilize paid bereavement leave to attend a funeral or memorial service, or to take care of family matters, that are related to the death of a member of immediate *family*. “Immediate family” consists of the following: employee’s *spouse, domestic partner, child, stepchild, parent, grandparent, grandchild*, brother, sister, mother/father-in-law, son or daughter-in-law, brother or sister-in-law, legal guardian, or custodial child, or the same relatives of a domestic partner. Full time employees are entitled to up to three days and part time employees are entitled to up to two days for each death in the immediate family. An employee who utilizes bereavement leave must notify his/her/their supervisor or department director of the intent to use such leave.

Full Timers

Three days paid bereavement leave, not chargeable as leave, will be granted to full-time employees in the case of the death of a member of the employee’s family. “Family” means any spouse, parent, child, brother, sister, grandparent, grandchild, great-grandparent, great-grandchild, or registered domestic partner; related by blood, marriage, adoption, a “step” relationship, or registered domestic partnership agreement. “Day” means the employee’s scheduled workday, irrespective of the actual number of hours scheduled.

Part Timers

Two days paid bereavement leave, not chargeable as leave, will be granted to part-time employees in the case of the death of a member of the employee’s family. “Family” means any spouse or registered domestic partner, parent, child, brother, sister, grandparent, grandchild, great-grandparent, great-grandchild, or registered domestic partner; related by blood, marriage, adoption, a “step” relationship, or domestic partnership agreement. “Day” means the employee’s scheduled workday, irrespective of the actual number of hours scheduled.

810.6 *Military Leave*

Military leave will be granted in accordance with state and federal law. An employee requesting leave for this purpose must promptly provide the department director with a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of such orders, the department director may determine when the leave is to be taken and may modify the employee’s work schedule to accommodate the request for leave.

810.7 *School-Related Leave*

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810.7.1 *School or Licensed Day Care Activity Leave*

Any employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children who are in kindergarten or grades 1 through 12, or who are in a licensed child care facility, is allowed up to 40 hours each school year, not to exceed eight hours in any calendar month of the school year, to: participate in activities of their child's school or licensed child care facility; find, enroll, or reenroll a child in a school or with a licensed child care provider; or to pick up a child due to a child care provider or school emergency. The employee must provide reasonable advance notice to his/her/their supervisor of the planned absence. The leave is unpaid unless the employee uses vacation, personal leave or compensatory time off. The employee must provide documentation from the school or licensed childcare facility as verification that the employee participated in school or child care facility activities on a specific date and at a particular time. If both parents, guardians, or grandparents having custody work for the City at the same City work site, only the first parent requesting will be entitled to leave under this provision. (Labor Code § 230.8.)

810.8 *Paid Administrative Leave*

The City has the right to place an employee on leave with full pay for non-disciplinary reasons at any time when the Personnel Officer has determined that the employee's and/or City's best interests warrant the leave. The employee does not have a right to appeal the decision to be placed on administrative leave with pay.

810.9 *Leave of Absence Without Pay Must Be Authorized by Law or These Rules*

Unless authorized by law or a City policy, an employee is not entitled to a leave of absence without pay. An authorized leave of absence without pay is not a break in service for purposes of calculating seniority. Unless required by law, vacation leave credits, sick leave credits, increases in salary, all other paid leaves, holidays and fringe benefits and other similar benefits do not accrue to an employee on unpaid leave. Unless required by law, the City will not maintain contributions toward group insurance or retirement coverage for the employee on such leave. During the period of authorized unpaid leave, all service and leave credits must be retained at the levels existing as of the effective date of the leave.

810.10 *Workers Compensation*

810.10.1.1 *Coordination of Benefits*

When the employee authorizes, the difference between the amount granted pursuant to such Workers' Compensation and the employee's regular pay will be deducted from the employee's

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accumulated sick leave, vacation, personal holidays, and compensatory time, if any. The employee will continue in pay status and receive his/her/their pay until his/her/their accumulated sick leave, and authorized compensatory time, personal holidays, and vacation days, have been depleted.

810.10.1.2 *Accrual of Sick and Vacation Leave Continues While on Paid Leave*

In any pay period, vacation and sick leave will only accrue to the employee who either works or is compensated for at least 40 hours (workers compensation does not count as compensation for the purposes of sick and vacation accrual).

810.10.1.3 *Unpaid Leave and Continuation of Health Care Benefits*

Any employee subject to this Rule who depletes his/her/their accumulated sick leave, compensatory time, personal holiday time and vacation days while absent from work by reason of an injury or illness covered by Workers' Compensation may receive an unpaid leave of absence and continuation of health care benefits consistent with state and/or federal law.

810.11 *Time Off to Vote*

Any employee, if he/she/they does not have sufficient time outside of working hours to vote, may request up to two hours of paid leave either at the beginning or end of scheduled working hours to enable him/her/them to vote. The employee must request time off to vote from his/her/their supervisor at least two business days before election day.

900 Resignation, Job Abandonment, Layoff, and Separation

902 Resignation, Job Abandonment, Layoff and Separation

902.1 *Types of Separation*

All separations of employees from positions in City employment are designated as one of the following types:

- Probationary Release;
- Release of part-time, seasonal, temporary, or extra help employees employee;
- Resignation;
- Retirement;
- Job abandonment;
- Layoff;

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- Non-disciplinary separation; or
- Disciplinary separation.

902.2 *Probationary Release*

Probationary employees serving in their initial probationary period with the City may be released at any time during the probationary period as recommended by the Department Director, without cause or reason or notice. A released probationary employee has no right to appeal or to submit a grievance.

902.3 *Release of Part-Time/Seasonal/Temporary/Extra Help Employees*

A part-time, seasonal, temporary, or extra help employee may be separated at any time, without cause, and without right to any appeal or grievance.

902.4 *Resignation /Retirement*

An employee who wishes to resign or retire from his/her/their City employment in good standing must submit written notice of resignation to the Department Director at least two weeks before the planned separation date. The written notice should state the reasons for the resignation. Failure to follow the aforementioned procedure may be cause for denying future employment with the City. A resignation becomes final when the City Manager or designee accepts the resignation in writing. Once a resignation is accepted, it is final and irrevocable unless reversed by the City Manager. A resignation can be accepted by the Department Director even if it is submitted less than two weeks before the planned resignation date.

902.5 *Job Abandonment*

An employee is deemed to have resigned from his/her/their position if the employee is absent for five consecutive scheduled workdays/shifts without prior authorization and without notification during the period of the absence. The employee will be given written notice, at the employee's address of record, of the circumstances of the job abandonment, and an opportunity to provide an explanation for the employee's unauthorized absence. An employee who promptly responds to the agency's written notice, within the timeframe set forth in the written notice, can arrange for an appointment with the Department Director before final action is taken, to explain the unauthorized absence and failure of notification. An employee separated for job abandonment may be reinstated for good cause, e.g., severe accident or severe illness which prevented notification. No employee separated for job abandonment may appeal such separation.

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902.6 *Layoff*

Whenever, in the judgment of the City Council, a reduction in personnel is necessary for economic or operational reasons, any employee may be laid off or demoted for non-disciplinary reasons.

902.6.1 *Order of Layoffs*

Seasonal, temporary and part-time employees will be the first to be laid off in any job family. Thereafter, layoffs are accomplished in reverse order of seniority within the family of jobs. However, a displaced employee can displace (“bump”) another employee in seniority order only; laterally to a classification within the family of jobs, down to a lower paid classification within the family of jobs, and down to a lower classification of previous standing in another family of jobs (an employee cannot “bump” upward).

When an employee in a layoff “bumps” down to a lower paid classification within a family of jobs, the employee will receive a step placement in the new salary range that gives the employee the minimal decrease in salary.

902.6.2 *Notification of Layoff*

An employee with less than three years of employment with the City will be given 30 calendar days written notice before layoff; an employee with three years of employment or more will be given 60 calendar days of written notice before layoff.

902.6.3 *Recall*

Recall from a layoff will be in direct order of seniority within by employee classification. Recall rights exist for 36 months from the date of the layoff. Seasonal, temporary, and part-time employees will be called back to work after employees covered by this agreement.

902.7 *Non-Disciplinary Separation*

Any employee separated because of an inability to accommodate after the reasonable accommodation and interactive process is concluded, will be given a written pre-separation notice of the reasons for the separation, the evidence supporting the decision to separate for non-disciplinary reasons, and an opportunity to respond before the separation takes effect. Any classified employee has the opportunity for a post-separation appeal as described in Rule 1002, Causes for Discipline and Procedures.

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902.8 *Disciplinary Separation*

A classified employee may be separated for disciplinary reasons pursuant to the policy and procedures in Rule 1002, Causes for Discipline and Procedures.

902.9 *Return of City Property*

All City property in the employee's possession must be returned before separation, including City identifying uniforms, keys, key fobs, identification cards, equipment, credit cards, gas cards, cell phones, pagers, and any other City equipment.

902.10 *Job References/Verification of Employment*

All reference inquiries and verifications of employment must be referred to and approved by the Personnel Officer. Unless the Personnel Officer receives a written waiver signed by the employee, the City will release only the employee's dates of employment, last position held, and final salary rate. Department directors and supervisors should not provide information in response to requests for reference checks or verification of employment, unless specifically approved by the Personnel Officer on a case-by-case basis.

1000 Discipline

1002 Causes for Discipline and Procedures

1002.1 *Causes for Discipline*

Employees may be disciplined for, without limitation, any of the following causes of discipline:

1. Violation of applicable law including, without limitation, these Rules; lawful direction of a superior; or rules established by collective bargaining and memorialized within a valid memorandum of understanding;
2. Absence without authorized leave or tardiness;
3. Excessive absenteeism and/or tardiness as defined by the employee's department director, and/or these Rules;
4. Use of leave from work in a manner not authorized or provided for these Rules;

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5. Making any false representation or statement, or making any omission of a material fact;
6. Providing wrong or misleading information or other fraud in securing appointment, promotion or maintaining employment;
7. Unsatisfactory job performance;
8. Damaging any City property, equipment, resource, or vehicle, or the waste of City supplies through negligence or misconduct.
9. Insubordination, or insulting or demeaning the authority of a supervisor or manager;
10. Dishonesty;
11. Theft;
12. Violation of the City's or a department's confidentiality policies, or disclosure of confidential City information to any unauthorized person or entity;
13. Misuse or unauthorized use of any City property including, without limitation, physical property, electronic resources, supplies, tools, equipment, City communication systems, City vehicles or intellectual property;
14. Mishandling of public funds;
15. Falsifying or tampering with any City record, including work time or financial records;
16. Discourteous or offensive treatment of the public or other employees;
17. Abusive conduct, including malicious verbal, visual or physical actions, or the gratuitous sabotage or undermining of a person's work performance ;
18. Conviction, meaning any judicial determination of guilt, of a crime that has a nexus to the employee's job duties;
19. Unapproved outside employment or outside employment activity, or other enterprise that constitutes a conflict of interest with service to the City;
20. Any conduct that impairs, disrupts or causes discredit to the City, to the public service, or other employee's employment;
21. Reckless or unsafe conduct;
22. Working overtime without prior authorization or refusing to work assigned overtime;

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- 23. Carrying firearms or other dangerous weapons while on duty when not required by job duties; or
- 24. Horseplay or fighting.

1002.2 *Types of Counseling, Reprimands and Discipline*

The following are types of counseling, reprimands and discipline which the City may impose:

- (a) **Counseling Memo:** A counseling memo may be provided to an employee to identify a failure of appropriate conduct or performance issue; the performance the employee is to demonstrate in the future; and consequences for failure to correct the behavior or problem. A counseling memo will be retained in the supervisor's file until the completion of the evaluation time period, and then documented in the performance evaluation, as the supervisor deems necessary. A counseling memo is not subject to the discipline or discipline appeal procedures described below.
- (b) **Verbal Reprimand:** A verbal reprimand is a verbal direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue. A verbal reprimand must be documented in writing and retained in the supervisor's file until the completion of the evaluation time period and then documented in the performance evaluation, as the supervisor deems necessary. A verbal reprimand is not subject to the discipline or discipline appeal procedures described below.
- (c) **Written Reprimand:** A written reprimand is written direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue. A written reprimand will be retained in the employee's personnel file and documented in a subsequent performance evaluation. Unless required by law, a written reprimand is not subject to the discipline or discipline appeal procedures described below. The employee may attach a written rebuttal to the reprimand and file it with the employee's personnel file, if the employee submits the rebuttal to the Personnel Officer within 14 calendar days after the reprimand is received.
- (d) **Suspension Without Pay:** The City may suspend an employee without pay for cause. Documents related to a suspension become part of the employee's personnel file when the suspension is final and documented in the performance evaluation. A suspension without pay is subject to the discipline and discipline appeal procedures described below. Employees who are exempt from Fair Labor Standards Act (FLSA) overtime will only be suspended as authorized by the FLSA.
- (e) **Reduction in Pay or Paid Leave:** The City may reduce an employee's pay or paid leave for cause. A reduction in pay for disciplinary purposes may take one of three forms: 1) a

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decrease in salary to a lower step within the salary range; 2) a decrease in salary paid to an employee for a fixed period of time; or 3) loss of accrued paid vacation or administrative leave, floating holiday, or compensatory time off. Documents related to a reduction in pay become part of the employee's personnel file when the reduction in pay is final and documented in the performance evaluation. A reduction in pay is subject to the discipline and discipline appeal procedures described below. Employees who are exempt from the Fair Labor Standards Act (FLSA) overtime requirements are not subject to pay reduction, except loss of accrued vacation, floating holiday, or administrative leave.

- (f) **Demotion:** The City may demote an employee to a lower position for cause. Documents related to a demotion become part of the employee's personnel file when the demotion is final and documented in the performance evaluation. A demotion is subject to the discipline and discipline appeal procedures described below.
- (g) **Dismissal:** The City may dismiss an employee for cause. Documents related to the dismissal become a part of an employee's personnel file when the dismissal is final. A dismissed employee is entitled to the discipline and discipline appeal procedures described below.

1002.3 *Discipline Procedures*

The following discipline procedures apply only to the City's classified employees. All employees other than classified employees (i.e., part-time, seasonal, temporary, extra-help, non-classified, or probationary employees) may be disciplined or separated at will, with or without cause, and without the disciplinary procedures listed below. The following discipline procedures apply only to suspension without pay, reduction in pay, demotion, or dismissal.

- (a) **"Skelly" Notice of Intended Disciplinary Action to Employee:** A written notice of the intended disciplinary action must be given to the employee which includes the following information:
 - The level of the intended discipline;
 - The specific charges that support the intended discipline;
 - A summary of the facts that show that the elements of each charge at issue in the intended discipline;
 - A copy of all materials upon which the intended discipline is based;

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- Notice of the employee's right to respond to the department director regarding the intended discipline within five business days from the date of the notice, either by requesting a *Skelly* conference, or by providing a written response, or both;
- Notice of the employee's right to have a representative of his/her/their choice at the *Skelly* conference; and
- Notice that failure to respond by the time specified constitutes a waiver of the right to respond before final discipline being imposed.

(b) **Response by Employee and *Skelly* Conference:** If the employee requests a *Skelly* conference, the department director or designee will conduct an informal meeting with the employee. During the informal meeting, the employee may rebut the alleged disciplinary charges or present any mitigating circumstances. The department director will consider the employee's presentation before issuing the disciplinary action. The employee's failure to attend the conference, or to deliver a written response by the date specified in the *Skelly* notice, is a waiver of the right to respond, and the intended disciplinary action will be imposed on the date specified in the *Skelly* letter.

(c) **Final Notice of Discipline:** After the *Skelly* conference and/or timely receipt of the employee's written response, the department director will: 1) take no disciplinary action; 2) modify the intended discipline; or 3) impose the intended disciplinary action. In any case, the department director will provide the employee with a notice that contains the following:

- The level of discipline, if any, to be imposed and the effective date of the discipline;
- The specific charges upon which the discipline is based;
- A summary of the facts that show that the elements of each charge at issue in the intended discipline;
- A copy of all materials upon which the discipline is based; and
- A reference to the employee's appeal right and deadline to appeal.

(d) **Delivery of the Final Notice of Discipline:** The final notice of discipline will be sent by mail method that verifies delivery to the last known address of the employee or delivered to the employee in person. If the notice is not deliverable because the employee moved without notifying the City or the employee refuses to accept delivery, the effective date of discipline will be the date the post office or delivery service attempted delivery.

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The following appeal procedures apply only to the City's classified employees. All employees other than classified employees (i.e., part-time, seasonal, temporary, extra-help, non-classified, or probationary employees) may be disciplined or separated at will, with or without cause, and without the disciplinary appeal procedures listed below. The following appeal procedures apply only to suspension without pay, demotion, reduction in pay or dismissal.

- (a) **Appeal to City Manager:** An employee may submit a written request for appeal to the City Manager within 14 calendar days from: 1) receipt of the final notice of discipline; or 2) the date of attempted delivery by the post office or delivery service of the notice to the last known address of the employee. Failure to file a timely written request for an appeal waives the right to any appeal of the discipline. The written request shall state the reasons for appeal.

The City Manager shall review the final notice of discipline and either affirm, reject, or modify the department director's decision with 14 days of receipt of the written request for appeal. The City Manager's decision shall be sent by mail method that verifies delivery to the last known address of the employee or delivered to the employee in person. If the decision is not deliverable because the employee moved without notifying the City or the employee refuses to accept delivery, the effective date of the decision will be the date the post office or delivery service attempted delivery.

- (b) **Appeal Personnel Commission:** An employee may file a written request with the Personnel Officer for an appeal to the Personnel Commission within 10 calendar days from: 1) receipt of the City Manager's decision; or 2) the date of attempted delivery by the post office or delivery service of the City Manager's decision to the last known address of the employee. Failure to file a timely written request for an appeal waives the right to further appeal of the discipline.
- (c) **Date and Time of the Appeal Hearing:** Upon receipt of a timely written request, the Personnel Officer will set a date for a hearing. The employee must be notified in writing at least 21 calendar days before the hearing of the scheduled date.
- (d) **Prehearing Notice of Witnesses and Evidence:** Not later than 10 calendar days before the hearing date, each party will provide the other and the Commission a list of all witnesses to be called (except rebuttal witnesses), and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing. The City will use numbers to identify its evidence; the employee will use alphabet letters. Neither party will be permitted to call any witness or evidence that has not been listed unless that party can show that the party could not have reasonably anticipated the need for the witness or evidence.
- (e) **Order to Attend:** Upon the request of either party, the Commission will issue orders to attend to compel attendance at the appeal hearing. City employees who are ordered to testify during working hours will be released with pay to appear at the hearing. City

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employees who are ordered to testify during non-working hours will be compensated for the time they actually spend testifying.

- (f) **Continuances:** The appeal hearing officer may continue a scheduled hearing only upon good cause shown.
- (g) **Record of the Appeal Hearing:** The hearing must be recorded, either electronically or by a court reporter, at the option of the City. If the City orders a transcript or makes a transcript of the recording, the City will notify the employee within three business days of ordering or making the transcript and provide a copy of the transcript upon receipt of the costs of duplication.
- (h) **Employee Appearance:** The employee must appear personally before the Commission at the time and place set for the hearing. The employee may be represented by any person he/she/they may select.
- (i) **Conduct of the Hearing:**
 - 1) **Sworn Testimony:** All witnesses must be placed under oath before testifying.
 - 2) **Evidence:** Hearings need not be conducted according to technical rules relating to evidence and witnesses. The rules dealing with privileges are effective to the same extent that they are recognized in civil actions. Irrelevant or unduly repetitious evidence may be excluded. The Commission will determine the relevance, weight and credibility of testimony and evidence.
 - 3) **Exclusion of Witnesses:** During the examination of a witness, all other witnesses, except the parties, must be excluded from the hearing.
 - 4) **Burden of Proof:** The City has the burden of proof by the preponderance of the evidence.
 - 5) **Authority of Personnel Commission:** The Commission does not have the power to alter, amend, change, add to, or subtract from any of the terms of these Rules.
 - 6) **Professionalism:** All parties and their representatives shall conduct themselves professionally during the hearing. The Commission shall have authority to enforce this provision as appropriate within its discretion and otherwise ensure proceedings are conducted with appropriate professionalism.
- (j) **Presentation of the Case:** The parties will address their remarks, evidence, and objections to the Commission. The Commission may limit redundant or irrelevant testimony, or directly question the witness. The hearing will proceed in the following order unless the Commission directs otherwise:
 - 1) The City is permitted to make an opening statement;

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- 2) The employee is permitted to make an opening statement;
 - 3) The City will produce its evidence;
 - 4) The employee will produce his/her evidence;
 - 5) The City, followed by the employee, may present rebuttal evidence;
 - 6) Oral closing arguments of no more than 10 minutes may be permitted at the discretion of the Commission. The City argues first, the employee argues second, and if the City reserved a portion of its time for rebuttal, the City may present a rebuttal.
- (k) **Written Briefs:** Either party may request to submit a written brief and/or a draft decision. The Commission will determine whether to allow written briefs or draft decisions, the deadline for submitting briefs, and the page limit for briefs.
- (l) **Personnel Commission's Decision:** Within 60 calendar days of the conclusion of the hearing, the Commission must make written findings and a decision as to the discipline, either affirming, rejecting, or modifying the City Manager's decision. The City will mail a copy of the final written findings and decision to each of the parties. A copy of the decision will be provided to the Personnel Officer. The decision of the Commission is final.

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1100 Grievances

1102 Grievance Procedures

1102.1 *Definition of a Grievance*

A grievance is an alleged violation of a specific provision of these Rules that adversely affects the employee and that contains all of the information listed in the “Statement of the Grievance” below. The following procedure applies to all City employees, unless another dispute resolution procedure applies to the dispute or a discipline policy and procedure applies. The grievance procedure cannot be utilized to challenge the content of a performance evaluation. See Section 702.4

1102.2 *Statement of the Grievance*

A concern is not a grievance unless the affected employee is able to state each of the following: the date of the alleged violation; the specific provision(s) of these Rules that were allegedly violated; a description of all facts regarding how the alleged violation occurred; and a list of all persons who are witnesses or are involved. The grievant may use a City form to make the Statement of the Grievance. A Statement of the Grievance must be signed by the employee under penalty of perjury to certify that it is filed in good faith.

1102.3 *Timelines*

Failure of the City to comply with the time limits of the grievance procedures allows the grievant to appeal to the next level of review. Failure of the grievant to comply with the time limits of the grievance procedures constitutes settlement and resolution of the grievance on the basis of the last disposition. The parties may extend time limits by mutual written agreement in advance of a deadline.

1102.4 *Procedures*

- (a) **Step I Informal Resolution with Supervisor:** The employee must first work in good faith to resolve the grievance informally through discussion with his/her/their immediate supervisor not later than 14 calendar days after the most recent grievable incident. The response from the supervisor must be provided within 14 calendar days of the informal discussion.
- (b) **Step II Department Director:** If the employee believes that the grievance was not resolved through Step I, the employee may submit a written Statement of the Grievance to his/her/their department director. The employee must submit the Statement of the Grievance within 14 calendar days after receiving a written response from the supervisor in Step I. The department director will consider, discuss the grievance with the grievant, and/or investigate as the department directors believes appropriate, and will, within 14

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calendar days after receiving the written Statement of the Grievance, submit a written decision to the grievant.

- (c) **Step III Personnel Officer:** If the employee believes that the grievance was not resolved through Step II, the employee may appeal the grievance decision of the department director to the City Manager, or designee. Such appeal must be filed within 14 calendar days of the date of the department director's written decision. The City Manager must consider, discuss the grievance with the grievant, and/or investigate as the City Manager deems appropriate, and will, within 14 calendar days of receipt of the written Statement of the Grievance, submit a written decision to the grievant.

- (d) That decision is final; there is no right to an appeal.

1200 Miscellaneous Rules

1202 Personnel Files

1202.1 *Confidential City Files*

The City maintains a personnel file for each employee. Files are kept for at least three years after separation of employment. (Labor Code § 1198.5(c)(1).) A personnel file contains only material that the City finds necessary and relevant or that is required by law. Personnel files are the City's property, and access to the information they contain is restricted to protect employee privacy interests.

1202.2 *Notification of Changes*

Each employee is responsible to promptly notify the Personnel Officer of any changes in contact and benefits information including, without limitation, mailing address; telephone number; persons to contact in emergency; and number and names of dependents.

1202.3 *Access to Applicant or Employee Medical Information*

All medical information about an employee or applicant is kept in separate medical files and is treated as confidential. Access to employee or applicant medical information is strictly limited to only those with a legitimate need to have such information for City business reasons, or if access is required by law, subpoena or court order. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations. (2 Cal. Code Regs. § 11069(g)(1).)

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1202.4 *Employee Access to Personnel File*

- (a) **Inspection of File:** A current employee may inspect his/her/their own personnel file, at reasonable times and at reasonable intervals, within 14 business days of a written request. A former employee is entitled to inspect his/her/their personnel records one time per year. (Labor Code § 1198.5(d).) A current or former employee and/or his/her/their representative, who wishes to review his, her, their personnel file should make a written request to the Personnel Officer. (Labor Code § 1198.5(b)(2)(A).) The inspection must occur in the presence of the Personnel Officer or designee and at a location where the employee works and at a time other than the employee's work time (Labor Code § 1198.5(b)(1)); or 2) at another agreed upon location without loss of compensation to the employee. (Labor Code § 1198.5(c)(2).)
- (b) **Copies:** A current or former employee is entitled to receive a copy of his/her/their personnel records within 10 business days after the employer receives a written request. (Labor Code § 1198.5(b)(1).) A current or former employee who wishes to receive such a copy should contact the Personnel Officer in writing. The City may charge a fee for the actual cost of copying. (Labor Code § 1198.5(b)(1); 1198.5 (b)(2)(A).)
- (c) **Representative's Inspection:** If the current or former employee wishes to have another person/representative inspect his/her/their personnel file, he/she/they must provide the person/representative with written authorization. (Labor Code § 1198.5(e).) The Personnel Officer will notify the employee and/or representative of the date, time and place of the inspection in writing.
- (d) **No Removal of File Documents:** No person inspecting a personnel file is permitted to add or remove any document or other item to/from the personnel file.

1202.5 *Limitations on Access or Copying of Personnel File*

Before making a copy of personnel records or allowing inspection, the City may redact the names of nonsupervisory employees. (Labor Code § 1198.5(g).) Under no circumstances will the City provide access or copying of the following categories of personnel file documents: records relating to the investigation of a possible criminal offense; letters of reference; ratings, reports, or records that were obtained before employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination. (Labor Code § 1198.5(h).)

1204 Limitations on Outside Employment

1204.1 No Outside Employment Without Prior Approval

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An employee shall not engage in any paid or self-employment, activity, or enterprise which is inconsistent, incompatible or in conflict with their City duties, functions, or responsibilities, or that of the department in which they are employed at the City. In order to avoid perceived or actual conflicts of interest that may arise from outside employment, all employees must obtain written approval from the Personnel Officer or their designee prior to undertaking any outside employment.

Any City employee who engages in any outside employment for themselves or others, for compensation in violation of this section, shall be deemed to have committed an act of insubordination and shall be subject to disciplinary action.

1204.2 *Authorization and Appeal Process*

- (a) **Written Request:** Any employee who wants to undertake a paid outside employment, activity, or enterprise must submit a written request to his/her/their department head. The written request must include: the work hours and/or time required; job title or the nature of the activity; the work location; and the supervisor, manager and name of the employer or activity.
- (b) **Analysis and Decision:** The Personnel Officer will determine if the outside employment, activity, or enterprise is compatible with the employee's employment at the City. If the Personnel Officer determines such activity is compatible, or would be if any conditions or restrictions applied, he/she/they will authorize the activity and specify the conditions/restrictions in writing, give the employee the outside employment authorization, and place a copy of the written authorization in the employee's personnel file.
- (c) **One Year Authorization:** An outside employment authorization is valid only up to one year. Should the employee continue the outside employment, activity, or enterprise for a longer duration, he/she/they must make another request following the process in this Rule.
- (d) **Appeal:** If the Personnel Officer denies an employee's outside employment request, the employee may submit a written notice of appeal to the City Manager within 10 business days after the date of the denial. The decision on appeal will be put in writing, provided within 10 business days after the receipt of the appeal, and is final.

1204.3 *Prohibited Outside Activities*

An employee's outside employment, activity, or enterprise may be prohibited if it:

- (a) involves the use for private gain or advantage of City time, facilities, equipment, and supplies, or the badge, uniform, prestige, or influence of the City or employment at the City;

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- (b) involves receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of an act which the employee would be required or expected to render in the regular course of his/her/their City employment;
- (c) involves the performance of an act in other than his/her/their capacity as a City employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement by such employee or the department by which he/she is employed; or
- (d) involves time demands that would render the employee's performance of his/her/their regular City employment less efficient or dangerous to the employee.

1204.4 *Changes in Outside Employment Status*

The employee must promptly report in writing to the Personnel Officer any of the following changes that may occur during the year of an authorized outside employment: the outside employment ends; or the authorized employment changes as to the number of work hours, location, or types of duties.

1204.5 *Revocation/Suspension of Outside Employment Authorization*

Any outside employment authorization may be revoked or suspended during the year it is granted under the circumstances listed below. An employee may appeal the revocation or suspension as provided in this Rule.

- (a) The employee's work performance declines; or
- (b) An employee's conduct or outside employment conflicts with the conditions of the outside work authorization or is incompatible with the employee's work for the City.

1204.6 *Use of City Equipment Prohibited*

It is unlawful for an employee use any City equipment, vehicles, tools, supplies, machines, or any other item that is City property while an employee is engaged in any outside employment, activity or enterprise.

1206 *Limitations on Political Activity*

1206.1 *No Solicitation During Work Hours or in City Offices*

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It is unlawful for City employees or officers to solicit or receive political funds or contributions to promote the passage or defeat of any ballot measure that would affect working conditions during the working hours of its officers and employees, or in City offices. (Gov't. Code § 3209.)

1206.2 *No Targeted Solicitation of City Officers or Employees*

It is unlawful for City officers or employees, or candidates for elective office of the City, to directly or indirectly solicit political contributions from other officers or employees of the City unless the solicitation is part of a solicitation made to a significant segment of the public which may incidentally include officers from and employees of the City. (Gov't. Code § 3205(c).)

1206.3 *No Political Activity in Uniform*

No City employee or official may participate in political activities of any kind while in a City uniform or other City-issued clothing. (Gov't. Code § 3206.)

1206.4 *No Political Activity on City Property or During Work Hours*

It is unlawful for City employees and officials to engage in political activity during working hours or on City property. (Gov't. Code § 3207.)

1208 Prohibitions on Drugs and Alcohol in the Workplace

1208.1 *Purpose and Scope*

See Administrative Policy #30-09

1210 Use of City Equipment or Resources

1210.1 *Rule and Applicability*

City equipment and resources may only be used to conduct City business, except for incidental personal use that is consistent with this Rule. As a result, City equipment and resources are non-public forums.

1210.2 *Agency Equipment or Resources*

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City equipment and resources include any City-owned or supplied item or resource, including, without limitation, intellectual property (e.g., photographs, plans, drawings, formulas, customer lists, designs, formulas); vehicles; telephones; mobile phones; tools; machines; supplies; office equipment; data systems; or electronic communications stored in or transmitted through City electronic resources or equipment.

1210.3 *No Expectation of Privacy*

City employees have no expectation of privacy in their use of any City equipment or resources. The City periodically and without prior notice, monitors, reviews, accesses, or retrieves data from its equipment or resources including electronic communications and content contained in or transmitted through City networks or electronic resources. City employees must provide the agency with the employee's username or password for any City issued equipment or resource. The existence of passwords or delete functions does not restrict the City's access.

1210.4 *Appropriate Use Only -- No Misuse*

Employees may only use City equipment or resources in compliance with City policies. Except as authorized by this Rule, employees are expected to avoid any use or communication which is unrelated to City business, destructive, wasteful, or illegal. The City has discretion to restrict or rescind employee access to City equipment or resources. The following are examples of misuse of City equipment or resources:

- (a) Any use that violates applicable law and/or City policies, rules or procedures.
- (b) Exposing others to material which is offensive, harassing, obscene or in poor taste. This includes information which could create an intimidating, offensive or hostile work environment.
- (c) Any use that may create or further a hostile attitude or give offense on the basis of race, color, religion, sex, gender, gender expression, gender identity, national origin, ancestry, citizenship, age, marital status, physical or mental disability, medical condition, genetic information, sexual orientation, veteran status or any other basis protected by law.
- (d) Communication of confidential City information to unauthorized individuals within or outside of City.
- (e) Unauthorized attempts to access or use City data or break into any City or non-City system.
- (f) Theft or unauthorized transmission or copying of paper or electronic files or data.

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- (g) Initiating or sustaining chain/spam letters, e-mail or other unauthorized mass communication.
- (h) Misrepresentation of one's identity for improper or illegal purposes.
- (i) Personal commercial or business activities (e.g. "for sale" notices, personal ads, etc.).
- (j) Transmitting/accessing obscene material and/or pornography.
- (k) E-Commerce.
- (l) Online gambling.
- (m) Installing or downloading unauthorized software or equipment.
- (n) Violating terms of software licensing agreements.
- (o) Using City equipment or resources to access and/or use dating web resources, personal social media, or games of any type.
- (p) Any unauthorized access to City equipment or resources including, without limitation, using keys or key cards; using or disclosing the username or password of another person or employee to gain access to his/her/their email or other electronic resources; or making City equipment or resources available to others who would otherwise have no authorized access.
- (q) Using City equipment or resources to speak on the City's behalf without authorization.

1210.5 *Electronic Communications and Social Media*

All employees must comply with the City's electronic communications and social media policies set forth in Administrative Policy 10-28.

1210.6 *Incidental Personal Use of City Communications Equipment Permitted*

Employees may use City telephones, cell phones, internet access, and e-mail for incidental personal communications provided that the use:

- (a) Is kept to a minimum and limited to break times or non-working hours;
- (b) Does not interfere or conflict with City operations or the work performance of any City employees;

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- (c) Allows the employee to more efficiently perform City work;
- (d) Is not abusive, illegal, inappropriate, or prohibited by this Rule (for example, no social media use, no electronic dating, no gaming); and
- (e) Clearly indicates it is for personal use and does not indicate or imply City sponsorship or endorsement.

1212 Rule Against Violence in the Workplace

1212.1 *Safe and Secure Workplace*

The City is committed to providing a safe and secure workplace and will not tolerate acts or threats of violence in the workplace. (Labor Code § 6400.) The workplace includes any location where City business is conducted, including vehicles and parking lots. Any violation of this Rule may lead to criminal prosecution, and/or disciplinary action, up to and including termination.

1212.2 *Prohibited Behavior*

Employees are prohibited from participating in or promoting acts of intimidation, violence, threats, coercion, assault and/or abusive behavior toward any person while in the course of City employment. The City has zero tolerance for any conduct that references workplace violence, even if it was intended to be harmless, humorous, a prank, blowing off steam, or venting.

1212.3 *“Workplace Violence”*

“Workplace violence” is defined as any conduct that causes an individual to reasonably fear for his/her/their personal safety or the safety of his/her/their family, friends, and/or property. Specific examples of workplace violence include, without limitation, the following:

- (a) Threats or acts of physical harm directed toward an individual or his/her/their family, friends, associates, or property.
- (b) The destruction of, or threat of destruction of City property or another employee’s property.
- (c) Fighting, challenging another person to fight, or participating in dangerous or threatening horseplay.
- (d) Striking, punching, slapping, or assaulting another person.

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- (e) Grabbing, pinching, or touching another person in an unwanted way whether sexually or otherwise.
- (f) Harassing or threatening phone calls.
- (g) Surveillance.
- (h) Stalking.
- (i) Possessing a weapon(s) during work hours unless the City issues the weapon(s) for performance of the job. "Weapon" is defined as a firearm, chemical agent, club or baton, knife, or any other device, tool, or implement that can cause bodily harm if used as a weapon or displayed in such a manner to cause harm or threaten a person with harm.

1212.4 *Incident Reporting Procedures*

- (a) Employees must immediately report to their supervisor or department director whether they have been a victim of, or have witnessed, workplace violence. The supervisor or department director will immediately report the matter to the Personnel Officer.
- (b) The Personnel Officer or designee will document the incident, including the employee names(s), date/time, location, incident description, witness names and statements, description of unidentified parties, description of the act(s) and/or behavior arising from the incident, action taken, and provide any other relevant information regarding the incident.
- (c) The Personnel Officer or designee will take appropriate steps to provide security, such as:
 - 1) Placing the employee alleged to have engaged in workplace violence on administrative leave, pending investigation;
 - 2) Asking any threatening or potentially violent person to leave the site; or
 - 3) Immediately contacting an appropriate law enforcement agency.

1212.5 *Investigations*

The Personnel Officer will see that reported violations of this Rule are investigated as necessary.

1212.6 *Prevention*

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Each department director has authority to enforce this Rule by:

- (a) Training supervisors and subordinates about their responsibilities under this Rule;
- (b) Assuring that reports of workplace violence are accurately and timely documented and addressed;
- (c) Notifying the Personnel Officer and/or law enforcement authorities of any incidents;
- (d) Making all reasonable efforts to maintain a safe and secure workplace; and
- (e) Maintaining records and follow up actions as to reports of workplace violence.

1214 Appearance Standards

1214.1 *Basis for Standards*

The City of Monterey Park strives to maintain a workplace environment that functions well and is free from unnecessary distractions. Employees project a public image to customers, clients, and colleagues. Employees must maintain a professional appearance appropriate for the workplace setting and the work being performed. This policy establishes guidelines and enforcement for workplace-appropriate attire and grooming.

Depending on the nature of job-specific positions, specific departments or employees may have unique attire and grooming standards, such as wearing uniforms or protective clothing. The Agency will provide employees with requisite uniforms and protective clothing, or a stipend to purchase them.

1214.3 *Grooming*

The standards of grooming apply to all employees, volunteers, and temporary staff. The City recognizes that its employees' grooming contributes to a professional environment and public image and expects employees to be groomed and professional in appearance.

Every employee must practice grooming habits as follows:

Hair - Hair should be clean and worn in a professional manner. Except as otherwise required by law, the City considers an employee's natural hair as professional.

Fragrance - Recognizing that employees and visitors to the workplace may have sensitivities or allergies to fragrant products including, without limitation, perfumes, colognes, scented body lotions, or hair products, employees should use scented products in moderation.

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Nails - Hands and nails should be clean and appropriately trimmed to maintain professionalism.

Jewelry - The size and number of earrings, rings, necklaces, and bracelets may be determined at the department level based on specific job functions, operational, and safety factors. Where job duties present a safety risk, jewelry may be prohibited or severely limited.

1214.4 *Acceptable Attire*

The following guidelines apply to acceptable attire for non-uniformed employees:

Appropriate	Inappropriate
<i>Clothing</i>	
• Suits, dresses, skirts (more formal attire may be required for certain events and meetings) • Pants, Khakis, corduroys, capris, skorts • Jeans (must be clean and free of rips, tears, and fraying; may not be excessively tight or revealing; may be limited to specified days) • Polo collar knit or golf shirts • Oxford shirts • Agency logo wear • Blouses or shirts • Turtlenecks • Blazers, sport coats, jackets, sweaters	• Sweatpants, leggings as pants, exercise wear • Shorts, pants, or jeans that expose the midriff • Shirts with writing (other than agency logo) • T-shirts or sweatshirts • Beachwear • Exercise wear • Crop tops, tops exposing the midriff, spaghetti straps
<i>Footwear</i>	
• Boating, deck shoes, closed-toe shoes, open-toe shoes with back support • Casual, low-heel, open-back shoes (e.g., mules, sling backs, etc.)	• Thongs, flip-flops • Croc-like sandals

1216 Teleworking Rule

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1216.1 *Purpose*

The purpose of the Rule is to allow certain employees, subject to their execution of a Teleworking Agreement, to telework from an alternative worksite for some or all of their regularly scheduled work hours and to ensure that, for the duration of such telework, employees perform their job duties, and in so doing provide quality work in a timely manner, and to the benefit of the public.

1216.2 *Definitions*

“Alternative Worksite” means the employee’s home, place of residence or from another location approved by the City other than the employee’s normal workplace at a City worksite or facility.

“Telework(ing)” means a work arrangement under which an employee works from their home, place of residence or from another location other than the employees’ normal workplace at a City worksite or facility (Alternative Worksite) for all or a portion of their regularly scheduled work hours.

“Work Schedule” means the days and hours determined by supervisors or managers during which non-exempt, overtime eligible employees should be in attendance at the Alternative Worksite. The Work Schedule shall provide for and include the rest and meal breaks required under applicable federal and state law as well as under contract.

1216.3 *Scope of Rule*

This policy covers teleworking voluntarily requested by a City employee and provided by the City, subject to certain conditions and requirements.

1216.4 *Voluntary Teleworking Arrangements*

The City may allow teleworking for certain eligible employees who request to Telework.

1216.4.1 *Eligibility Criteria*

The City Manager or department director, or their designee, possesses the discretionary authority to determine the job classifications, positions, and employees who are eligible to telework under this policy.

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The City Manager or department director, or their designee, may make such determination using criteria including, but not limited to, the following:

- (a) The operation needs of the agency and employee's department and division;
- (b) The disruption of or potential for disruption to the agency's functions;
- (c) The ability of the employee to perform their job duties (both essential and marginal) from an alternative worksite without diminishing the quantity or quality of the work performed;
- (d) The degree to which the employee's job functions require face-to-face interaction with other agency employees, contractors, and members of the public;
- (e) The employee's job performance, as determined by their last performance review;
- (f) The portability of the employee's work, including the employee's ability to remotely access tools, equipment, and materials necessary to perform their job functions;
- (g) The availability of or ability to create a functional, reliable, healthy, safe, and secure alternate worksite for the employee;
- (h) The risk factors associated with performing the employee's job duties from a location other than the employee's normal workplace at an agency worksite;
- (i) The agency's capacity to monitor and measure the employee's work performance at the alternate worksite;
- (j) The employee's supervisory responsibilities;
- (k) The employee's need for supervision; and
- (l) Other considerations deemed necessary and appropriate by the agency, including tax and other legal implications of teleworking.

1216.4.2 *Process for an Employee to Request to Telework*

To make a request for a Teleworking arrangement, employees must complete a Voluntary Telework Request Form and file the completed request form with their supervisor or manager.

The employee's supervisor or manager will provide the request form to the department director, or their designee, and will discuss the employee's request with the department director, or their designee.

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In consultation with or based on information provided by the employee's supervisor or manager, the department director, or their designee, will make a determination regarding the employee's request to telework. No employee may telework while on protected leave.

The department director will consider teleworking requests on a case-by-case basis consistent with the criteria above and other factors relevant to the employee's request to telework.

1216.4.3 *Final Determination; No Right to Appeal*

The decision of the department director regarding an employee's Teleworking request is final and binding. Neither the employee nor the employee's employee organization possesses any right to appeal or grieve the decision.

1216.4.4 *Approval of Requests; Voluntary Telework Agreement*

An eligible and qualified employee who has requested and been granted the opportunity to Telework, must execute a Voluntary Teleworking Agreement ("Agreement") prior and as a precondition to the employee teleworking.

The Agreement shall provide the mutual understanding of the employee, the employee's supervisor or manager, and the department director concerning the teleworking arrangement.

- (a) The Teleworking Agreement does not constitute employment contracts;
- (b) The teleworking employee is subject to the same job duties, responsibilities and expectations as if the employee was working from an agency worksite or facility;
- (c) Teleworking is only authorized for the time period specified in the agreement and that the Teleworking Agreement is void and shall not apply after the time expressly provided for in the Agreement;
- (d) The agency possesses discretionary authority to terminate the Agreement before the time specified in the Agreement, and the agency's determination to terminate the Agreement before the time specified in the Agreement is final and not subject to appeal;
- (e) The teleworking employee's work schedule and hours, including applicable meal and rest breaks, and whether the workday is continuous or whether work may be performed intermittently;
- (f) Teleworking employees are prohibited from performing any off-the-clock work, and

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employees who perform off-the-clock work may be subject to discipline, up to and including, termination of employment;

- (g) Teleworking employees are prohibited from performing any overtime, unless they request and receive prior approval for such work by their manager or supervisor, and employees who perform overtime work without prior approval may be subject to discipline, up to and including, termination of employment; and
- (h) Any breach of the teleworking Agreement by the employee may result in termination of the Agreement and/or disciplinary action, up to and including termination of employment.

1216.5 *Mandatory Teleworking Arrangements during Exigent Circumstances*

Where an exigent circumstance exists, the City may direct City employees to remain at their homes or places of residence and the City of Monterey Park adopt and implement a short-term teleworking arrangement for such employees in order to provide for the continuity of essential services provided by the City.

Exigent circumstances means a situation in which there is an imminent threat of extreme peril to life, property and resources. Exigent circumstances may include, but are not limited to, war, public health emergencies, power failures, natural and man-made disasters, and other states of emergency.

Where such an exigency exists and necessitates the adoption and implementation of a short-term mandatory teleworking arrangement for City of Monterey Park employees, the City Manager is expressly authorized to suspend some or all provisions of this policy and adopt and implement alternative provisions necessary to provide for the continuity of essential services.

1216.6 *Duties, Obligations and Responsibilities for Teleworking Employees*

Teleworking employees must adhere to the provisions set forth in these policies, including, but not limited to the following:

1216.6.1 *General Duties, Obligations, and Responsibilities*

- (a) All existing duties, obligations, responsibilities, and conditions of employment remain unchanged. Teleworking employees shall abide by all City and departmental policies and procedures, rules and regulations.
- (b) All of the Teleworking employees' existing supervisory relationships, lines of authority

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and supervisory practices remain in effect.

- (c) Teleworking employees authorized to perform work at an alternate worksite must meet the same standards of performance and professionalism expected of City employees in terms of job responsibilities, work product, timeliness of assignments, and contact with other City employees and members of the public.
- (d) Teleworking employees are required to be accessible in the same manner as if they are working at a City worksite or facility during the established teleworking Work Schedule, regardless of the designated location for teleworking, or alternate worksite. Teleworking employees must be accessible via telephone, email, and/or network access to their supervisor and other City employees while teleworking, as if working at the City worksite. Teleworking employees shall check their City-related business phone messages and emails on a consistent basis, as if working at their City worksite.

1216.6.2 *Work Schedule, Overtime, Leave, Benefits*

- (a) For non-exempt employees, the City will either provide such employee: 1) a work schedule that will be included in the Agreement, and which will include meal and rest breaks (“Work Schedule”); or 2) authorization to work on an intermittent basis.
- (b) For non-exempt employees assigned a Work Schedule, any deviation from the Work Schedule must be approved in advance, in writing, by the employee’s supervisor or manager and the department director.
- (c) Non-exempt employees may not Telework outside their normal work hours without prior written authorization from their supervisor or manager and the department director. A non-exempt employee who fails to secure written authorization before Teleworking outside their normal work hours may face discipline in accordance with the City’s rule for working unauthorized overtime.
- (d) Non-exempt employees, regardless of whether assigned a Work Schedule or authorized to work intermittently, must take meal and rest breaks while teleworking as required under applicable law and/or under applicable contract or City rule.
- (e) For non-exempt employees assigned a Work Schedule, all periods of teleworking employees’ unavailability must be approved in advance by their supervisor or manager and the department director in accordance with City or Department rule and documented on the appropriate leave request form. For non-exempt employees authorized to work intermittently, all periods of teleworking employees’ unavailability lasting longer an hour or 60 minutes must be approved in advance by their supervisor or manager.

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- (f) Non-exempt employees, regardless of whether assigned a work schedule or authorized to work intermittently, are required to report in a timely manner all hours worked at the Alternate Worksite and make that record available to their supervisor upon request. Employees shall record all non-productive work time on their timesheet.
- (g) Employees shall continue to abide by City rules and procedures for requests of sick, vacation, and other leaves of absences. If an employee becomes ill while working under the Agreement, they shall notify their supervisor or manager immediately and record on their timesheet any hours not worked due to illness and/or incapacitation.
- (h) Non-exempt employees, regardless of whether assigned a work schedule or authorized to work intermittently, are required to request to work overtime in advance of doing so and such requests must be pre-approved in writing by the employee's supervisor or manager.
- (i) Teleworking employees' salary and benefits remain unchanged during the teleworking arrangement.
- (j) Workers' Compensation benefits will apply only to injuries arising out of and in the course of employment as defined by Workers' Compensation law. Teleworking employees must report any such work-related injuries to their supervisor or manager immediately. The City shall not be responsible for injuries or property damage unrelated to such work activities, including injuries to third-persons when said injuries occur at the Alternate Worksite.

1216.6.3 *Space and Equipment, Information Security, Confidentiality*

- (a) Teleworking employees will either receive approval to use personal computer equipment or will be provided with City-issued equipment at the discretion of the City Manager.
- (b) If the City provided any City-issued equipment, teleworking employees agree to follow the City's policy for the use of such equipment. Teleworking employees must report to their supervisor any loss, damage, or unauthorized access to City owned equipment, immediately upon discovery of such loss, damage, or unauthorized access.
- (c) Where, in response to a request to telework, the City allows an employee to telework, the City shall not be responsible for teleworking costs, including, but not limited to, the employee's use of their home or place of residence, their personal computer, utilities, internet, data, network costs, home maintenance, workspace furniture, ergonomic equipment, or any other incidental costs, unless expressly provided for in the Agreement.

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- (d) Employees must take reasonable precautions to ensure their devices (*e.g.*, computers, laptops, tablets, smart phones, etc.) are secure before connecting remotely to the City's network and must close or secure all connections to City desktop or system resources (*e.g.*, remote desktop, VPN connections, etc.) when not conducting work for the City. Employees must maintain adequate firewall and security protection on all such devices used to conduct City work from the alternate worksite.
- (e) Teleworking employees shall exercise the same precautions to safeguard electronic and paper information, protect confidentiality, and adhere to the City's records retention policies, especially as it pertains to the California Public Records Act (CPRA). Teleworking employees must safeguard all sensitive and confidential information (both on paper and in electronic form) relating to City work they access from the alternate worksite or transport from their City worksite to the alternate worksite. Teleworking employees must also take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access from the alternate worksite or transport from their City worksite to the alternate worksite. Teleworking employees must return all records, documents, and correspondence to the City at the termination of the Agreement or upon request by their supervisor or manager, department director or Personnel Officer.

1216.6.4 *Miscellaneous*

- (a) Teleworking employees must notify their supervisor or manager promptly when unable to perform work assignments because of equipment failure or any other unforeseen circumstances.
- (b) Teleworking employees must have access to an Alternate Worksite that is quiet and free of distractions and which has reliable and secure power, internet and/or wireless access.
- (c) Teleworking employees shall ensure that all official City documents are retained and maintained according to the normal operating procedures in the same manner as if working at a City worksite.
- (d) Teleworking employees must ensure dependent care will not interfere with work responsibilities.

1218 Expenses for Certain Teleworking Employees

1218.1 *Purpose*

In conjunction with the Teleworking rule, the purpose of this rule is to provide the conditions and requirements for reimbursements for certain expenses incurred by employees required to

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telework.

1218.2 *Applicability of Rule to City of Monterey Park Employees*

This policy covers and applies to all employees required to telework. This policy does not apply to employees voluntarily teleworking.

1218.3 *Teleworking Expenses Subject to Stipend*

The City may issue a stipend only for those expenses incurred which are necessary for the teleworking employee to perform the job duties assigned to the teleworking employee by the City from their home, place of residence, or location other than a City worksite as determined at the sole discretion of the City. Such expenses may include the following:

- 1) Computer, if the employee does not have such a device and the City of Monterey Park does not have a such a device to lend to the employee;
- 2) Computer monitor, if the employee does not have such a device and the City of Monterey Park does not have such a device to lend to the employee;
- 3) Keyboard and mouse, if the employee does not have such devices and the City of Monterey Park does not have such a device to lend to the employee;
- 4) Teleconferencing equipment (i.e., a video camera and microphone), if the employee does not have such a device and the City of Monterey Park does not have such equipment to lend to the employee;
- 5)
- 6) Internet or telephone service in an amount reasonably attributable to the extent required to perform assigned job duties.

1218.3.1 *Process for Requesting Stipend for Teleworking Expenses Not Covered Above*

An employee that believes that other equipment or supplies are necessary in order for the employee to perform the job duties assigned by the City from their home, place of residence, or location other than a City worksite may request that the City provide a stipend for such expense(s). In order to request a stipend for an expense not enumerated above, the employee may file with their Supervisor or Manager, a Teleworking Expense Stipend Request form. An employee organization may file with the Personnel Officer a Teleworking Expense Stipend Request form. The manager or supervisor will discuss the request with the department director who will make a determination as to the expense at issue. The determination of the department director shall be final and not subject to appeal or grievance.

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1218.4 *Amount of Stipend for One-Time and Recurring Expenses*

One-time and recurring expenses of covered Teleworking employees may be eligible for a stipend by the City at amounts to be determined at the sole discretion of the City Manager, Director of Finance, or Personnel Officer.

1218.7 *Requirement that Employee Request Prior Approval for Stipend Expenses*

If a covered Teleworking employee expects to incur an expense that is subject to a stipend as identified in this policy, that employee is required to file with their manager or supervisor, a Teleworking Expense Stipend Form. The manager or supervisor will discuss the request with the department director who will make a determination as to the expense at issue. The determination of the department director shall be final and not subject to appeal.



City Council Staff Report

DATE: October 16, 2024

AGENDA ITEM NO: Consent Calendar - 3C

TO: The Honorable Mayor and City Council
FROM: Chris Thompson, Fire Chief
SUBJECT: Resolution Declaring the Month of November 2024 as "Movember" to Raise Awareness of Prostate and Other Male Cancers

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting Resolution declaring the month of November 2024 as "Movember"; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Movember Foundation is the leading global organization committed to changing the face of men's health. The Movember community has raised \$1.3 billion to date and funded over 1,320 programs in 20 countries (<https://us.movember.com/>). This work is saving and improving lives of men affected by prostate cancer, testicular cancer, and funding mental health programs.

The Foundation challenges men to grow mustaches during Movember (formerly known as November), to spark conversation and raise vital funds for its men's health programs.

The mustaches are a symbol to promote awareness regarding men's health issues and to encourage annual checkups regarding prostate and testicular cancer. The growth of a new mustache prompts a conversation, which in turn generates awareness and educates people on the health issues men face.

The Vision of the Movember Foundation is to have an everlasting impact on the face of men's health.

BACKGROUND:

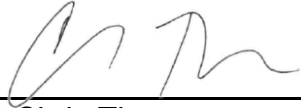
"Movember" started as an annual charity mustache growing event in Australia sixteen years ago. Travis Garone is the co-founder of the Movember Foundation. He and Luke Slattery from Melbourne were having a discussion in 2003 at the Gypsy Bar on Brunswick Street, Fitzroy when the conversation went to how fashion trends from the 1980s were coming back, except mustaches. They remembered how popular they were and decided to grow their mos. ("mo" is an Australian slang for mustache.) This is when they realized that mustaches would be a great reminder that men should be able to talk openly about men's health issues, especially prostate cancer as 1 in 6 men will get it in their lifetime.

Inspired by a friend's mother who was fundraising for breast cancer, Travis and Luke decided to make the campaign about men's health and prostate cancer.

FISCAL IMPACT:

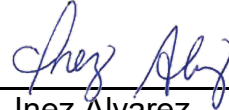
None.

Respectfully submitted by:



Chris Thompson
Fire Chief

Approved by:



Inez Alvarez
City Manager

ATTACHMENT:

1. Resolution

ATTACHMENT 1

Movember Resolution

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING THE MONTH OF NOVEMBER AS “MOVEMBER,” AN ANNUAL EVENT INVOLVING MEN GROWING MUSTACHES DURING THE MONTH TO RAISE AWARENESS OF PROSTATE CANCER AND OTHER MALE CANCER AND ASSOCIATED CHARITIES.

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

SECTION 1: The City Council finds as follows:

- A. Movember is the month formerly known as November, where men and women across the globe join together to raise awareness and funds for men’s health. Men grow and women support a mustache for 30 days to promote awareness regarding men’s health issues and to encourage yearly checkups regarding prostate and testicular cancer.
- B. “Movember” started as an annual charity mustache growing event in Australia in 2004. Travis Garone is the co-founder of the Movember Foundation. He and Luke Slattery from Melbourne were having a discussion in 2003 at the Gypsy Bar on Brunswick Street, Fitzroy when the conversation went to how fashion trends from the 1980s were coming back, except mustaches. They remembered how popular they were and decided to grow their mos. (“mo” is an Australian slang for mustache.) This is when they realized that mustaches would be a great reminder that men should be able to talk openly about men’s health issues, especially prostate cancer as 1 in 6 men will get it in their lifetime. Inspired by a friend’s mother who was fundraising for breast cancer, they decided to make the campaign about men’s health and prostate cancer. Mr. Garone refers to the mo’s as “hairy ribbons” since October is Breast Cancer awareness month.
- C. Men who support Movember, called Mo Bros, start by registering at Movember.com. Mo Bros start Movember 1st clean-shaven, then grow and groom their Mo, for the rest of the month, raising money along the way. Women who support Movember, called Mo Sistas, also start by registering at Movember.com. Mo Sistas champion the Mo by registering and supporting the Mo Bros in their life, spreading the important message of men’s health, leading a team and organizing events.
- D. The Movember Foundation is the leading global organization committed to changing the face of men’s health. The Movember community has raised \$1.3 billion since 2004 and funded over 1,320 programs in 20 countries. The work is saving and improving lives of men affected by prostate cancer, testicular cancer and mental health problems.

- E. One of their programs is MOVE, to encourage more activity in our daily lives. This is especially important if you sit more than six hours a day. New research shows that sitting and inactivity are linked to increased risks of heart disease, diabetes, cancer, and depression. Our bodies are designed to move; when we sit for extended periods, it causes our bodies to shut down at the metabolic level. When our muscles (especially certain leg muscles) are not moving, our circulation slows, using less of our blood sugar and burning less fat. Moving on a regular basis can help reduce the risk of heart disease, diabetes and cancer.
- G. The vision of Movember.com is to have an everlasting impact on men's health while having fun in the process. They believe in one team working together and sharing knowledge to reach their goals.

SECTION 2: The City Council further declares:

- A. Awareness and education promote lifesaving changes.
- B. The Community is encouraged to participate in the Movember campaign.

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 16th day of October, 2024.

Thomas Wong, Mayor

Attest:

Maychelle Yee, City Clerk
State of California)
County of Los Angeles)
City of Monterey Park)

I, Maychelle Yee, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. was duly and regularly adopted by the City Council of the City of Monterey Park at a regular meeting held on the 16th day of October, 2024, by the following vote:

Ayes:	Council Members:
Noes:	Council Members:
Absent:	Council Members:
Abstain:	Council Members

Dated this 16th day of October, 2024.

Maychelle Yee, City Clerk
Monterey Park, California



City Council Staff Report

DATE: October 16, 2024

AGENDA ITEM NO: Consent Calendar -3D

TO: The Honorable Mayor and City Council
FROM: Jessica Serrano, Director of Community Development
SUBJECT: Consideration and possible action to waive second reading of and adopt an Ordinance amending Section 105.3.2 to the Administrative Provisions of the California Building Codes governing time limitations for building permit applications

RECOMMENDATION:

It is recommended that the City Council consider:

1. Waiving the second reading and adopting the proposed ordinance; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Ordinance was introduced and received first reading at the October 2, 2024 City Council meeting. The original staff report (from October 2, 2024) is attached for reference. Second reading and adoption of these Ordinances is recommended. If adopted, the ordinance will take effect in 30 days.

Respectfully submitted and prepared
by:

Submitted by:

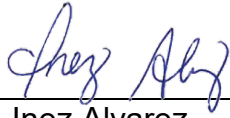
A handwritten signature in blue ink, appearing to read "J. Serrano", is written over a horizontal line.

Jessica Serrano
Director of Community
Development

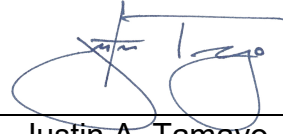
A handwritten signature in black ink, appearing to read "Dennis Tarango", is written over a horizontal line.

Dennis Tarango
Building Official

Approved by:



Inez Alvarez
City Manager



Justin A. Tamayo
Deputy City Attorney

ATTACHMENTS:

1. Ordinance No. _____ amending the Monterey Park Municipal Code, Title 16 *Buildings and Construction*, § 16.01.040 *Administrative Provisions* regarding time limits that apply to applications
2. City Council Staff Report, dated October 2, 2024 (without attachments)

ATTACHMENT 1

Ordinance

ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTION 105.3.2 OF THE ADMINISTRATIVE PROVISIONS OF THE CALIFORNIA BUILDING CODE AS CODIFIED IN MONTEREY PARK MUNICIPAL CODE SECTION 16.01.040 GOVERNING THE TIME DURING WHICH A BUILDING PERMIT APPLICATION IS VALID.

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

SECTION 1: Section 105.3.2 to the Administrative Provisions of the California Building Standards Code, as codified in MPMC § 16.01.040, is amended in its entirety to read as follows:

“105.3.2 Expiration of Plan Check Applications. Except as provided in this Section, plan check applications expire 12 calendar months after being filed. After a plan check application expires, a new application must be filed. Applications are not complete unless accompanied with full payment of fees established by city council resolution.

Upon the written request of the applicant, and upon good cause shown, the Building Official(s) may grant up to two separate extensions for a plan check application. A request for a time extension must be filed not later than 15 calendar days before the application expires and be accompanied with payment of fees established by city council resolution. For each request, the Building Official(s) may extend the expiration date for a plan check application up to 180 days. Under all circumstances a plan check application expires 24 months after being filed.

The Building Official(s) must issue a building permit within 12 calendar months after a plan check application is filed or within the extended time granted by the Building Official(s) in accordance with this Section. After 24 months, a new application for a building permit must be filed in accordance with this code.”

SECTION 2: ***Retroactivity.*** The City Council recognizes that California law, including, without limitation, *Melton v. City of San Pablo* (1967) 252 Cal.App.2d 794 and *In re Cindy B. v. Eugene B.* (1987) 192 Cal.App.3d 771, allows ordinances to be retroactively applied when the legislative intent for such retroactivity is clear. The City Council intends that this Ordinance retroactively apply to pending building permit applications as follows:

- A. For building permit applications filed before January 1, 2024, a building permit must be obtained not later than December 31, 2024. Notwithstanding the MPMC, as it existed before or after this Ordinance, if a building permit is not obtained by December 31, 2024, the application will expire for all purposes and may not be extended. A new application must then be filed in accordance with the MPMC.

- B. For building permit applications filed after January 1, 2024, Section 105.3.2 as amended by this Ordinance governs the time limitations, i.e., the initial term of 12 months will extend from the date of the application (even if it was filed before the effective date of this Ordinance) and may be extended twice.

SECTION 3: *Construction*. This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 4: *Electronic Signatures*. This Ordinance may be executed with electronic signatures in accordance with Government Code § 16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 5: *Enforceability*. Repeal of any provision of the Monterey Park Municipal Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 6: *Validity of Previous Code Sections*. If this entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal or amendment of the MPMC or other city ordinance by this Ordinance will be rendered void and cause such previous MPMC provision or other the city ordinance to remain in full force and effect for all purposes.

SECTION 7: *Environmental Assessment*. The City Council finds that adoption of this Ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the "State CEQA Guidelines") because it consists only of minor revisions and clarifications to an existing code of construction-related regulations and specification of procedures related thereto and will not have the effect of deleting or substantially changing any regulatory standards or findings required therefor, and therefore does not have the potential to cause significant effects on the environment. In addition, this ordinance is an action being taken for enhanced protection of the environment and is exempt from further review under CEQA Guidelines § 15308.

SECTION 8: *Severability*. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 9: *Publication*. The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and,

within 15 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 10: **Effective Date.** This Ordinance will become effective 30 days after adoption.

SECTION 11: **Filing with Building Standards Commission.** The City Clerk must file a certified copy of this Ordinance with the California Building Standards Commission.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Monterey Park, held on the ____ day of _____, 2024.

Thomas Wong, Mayor

ATTEST:

Maychelle Yee, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney

ATTACHMENT 2
City Council Staff Report, dated
October 2, 2024 (without attachments)



City Council Staff Report

DATE: October 2, 2024

AGENDA ITEM NO: New Business - 5A

TO: The Honorable Mayor and City Council
FROM: Jessica Serrano, Community Development Director
SUBJECT: Consideration and possible action to introduce and waive first reading of an Ordinance amending Section 105.3.2 to the Administrative Provisions of the California Building Codes governing time limitations for building permit applications.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Introducing and waiving first reading for an Ordinance amending Section 105.3.2 to the Administrative Provisions of the California Building Standards Code (as codified at Monterey Park Municipal Code § 16.01.040); and
2. Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the proposed Ordinance pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.* "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, *et seq.*, the "CEQA Guidelines"). CEQA Guidelines §§ 15060(c)(2), 15061(b)(3), 15378, and 15308 exempt activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, activities where there is possibility that it may have a significant effect on the environment, activities that do not constitute a "project" as defined, and actions to protect the environment, respectively. This activity is for general policies and procedure-making that applies to building applications. Any subsequent construction or development will be evaluated separately under the CEQA Guidelines. Accordingly, this Ordinance is exempt from further CEQA review.

EXECUTIVE SUMMARY:

On November 16, 2022, the City Council adopted the 2022 California Building Standards Code ("CBSC") that became effective on January 1, 2023. California law allows local governments to amend the CBSC for administrative reasons. Monterey Park Municipal Code ("MPMC") Title 16, entitled *Buildings and Construction*, includes § 16.01.040 which codifies administrative sections of the CBSC including, without limitation, Section 105.3.2 which governs the time during which building permit applications are valid.

The draft Ordinance proposes to amend these time limits. This is intended to encourage applicant responsiveness during the plan check process and ensure permits are secured within two years from the application date, including extensions.

BACKGROUND:

Every three years, the State of California adopts new uniform codes that regulate construction and apply to all jurisdictions within California. These are codified in Title 24 of the Code of California Regulations and are commonly referred to as “uniform codes” which includes the CBSC.

CBSC Section 105.3.2 is a part of MPMC § 16.01.040. It governs the time during which an application for a building permit remains valid. Section 23 of Ordinance No. 2224 (which adopted the 2022 CBSC) provides that building permit applications (including building plans) filed before January 1, 2023 would be processed under the 2019 CBSC if a building permit were obtained by April 1, 2023. This Section was intended to ensure all pending applications would either obtain a building permit issued pursuant to the 2019 CBSC or expire by April 1, 2023. When applications expired, any subsequent application would comply with the 2022 CBSC. The City’s permitting software (Accela), however, was never updated to reflect this change.

Accela was originally programmed in 2013 to track permit applications and provide automated updates to applicants regarding the status of those applications. The current programming, based upon the existing language of CBSC Section 105.3.2, allows a permit application to remain valid for 180 days after each submittal by an applicant, i.e., it automatically renews the application if an applicant submits plans or other documents needed for a building permit.

Proposed Ordinance

To ensure that the intent of Ordinance No. 2224 is implemented, the draft Ordinance would amend Section 105.3.2 to make it plain that applicants seeking a building permit must secure it within a total of 24 months (an initial one-year review period with the Building Official being able to extend the validity for up to an additional 12 months for good cause) or refile an application.

To clean up the log of all pending applications, the draft Ordinance provides the following:

- For all active applications processed before January 1, 2024, applicants must obtain building permits by December 31, 2024 (this affects 36 applications). The oldest pending application was filed January 3, 2023.
- For all active applications processed on or after January 1, 2024, the 12-month time limit, with the possibility of two extensions up to 12 months would apply retroactively (this affects 181 applications).

This amendment is intended to increase applicant responsiveness during the plan check process and ensure permits are secured within a total of 24 months from the application date, including extensions. Additional changes to the City's permitting system, Accela, will ensure that this amendment is properly implemented.

2024-25 STRATEGIC PLAN GOAL:

The proposed Ordinance meets the 2024-25 Strategic Plan Goal to "Strengthen our local economy and enhance housing opportunities" by enhancing the effectiveness of the City's building application process that facilitates construction projects that positively contribute to the beautification and economic growth of the City.

FISCAL IMPACT:

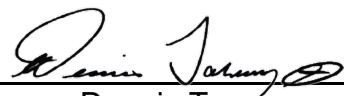
There are no identifiable fiscal impacts associated with adopting the Ordinance (other than administrative costs associated with codifying the Ordinance and reprogramming Accela).

Respectfully submitted by:

Prepared by:



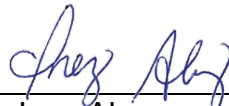
Jessica Serrano
Director of Community
Development



Dennis Tarango
Building Official

Approved by:

Reviewed by:



Inez Alvarez
City Manager



Karl H. Berger
City Attorney

ATTACHMENTS:

1. Ordinance No. _____ amending the Monterey Park Municipal Code, Title 16 *Buildings and Construction*, § 16.01.040 *Administrative Provisions* regarding time limits that apply to applications
2. Notice of Exemption



City Council Staff Report

DATE: October 16, 2024

AGENDA ITEM NO: Consent Calendar - 3E

TO: The Honorable Mayor and City Council
FROM: Chris Thompson, Fire Chief
SUBJECT: Fire Department Uniform and Turnout Gear Purchase – Approval of Agreement

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute an agreement with Municipal Emergency Services, Inc., in a form approved by the City Attorney, to purchase Fire Department uniforms and turnout gear in an amount not to exceed \$596,000; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Fire Chief ("Chief") released a request for proposals for the purchase of fire personnel uniforms, solicited vendors for turnout gear and found that only one vendor provides turnout gear that meets the City's requirements. Accordingly, the Chief recommends that the City Council award a contract to Municipal Emergency Services, Inc. ("MES"), the lowest responsible bidder and sole source vendor, for the purchase of both department uniforms and turnout gear.

BACKGROUND:

Pursuant to Memoranda of Understanding ("MOU") between the City of Monterey Park ("City") and its various bargaining groups, each fiscal year fire personnel may obtain new uniforms, and are provided a uniform allowance to purchase new uniforms (as outlined in the particular bargaining group's MOU). The uniforms worn by Firefighters, Reserve Firefighters and Fire Explorers are made of a fire-resistant material called "Nomex." This material has excellent thermal, chemical, and radiation resistance. It is best known as a barrier to fire and heat.

On Monday, September 9, 2024, the Chief posted on the City website and released a request for proposals to supply personnel uniforms pursuant to Monterey Park Municipal Code ("MPMC") chapter 3.20 (the "RFP"). (*Attachment No. 1*). On or before the RFP's close on Monday, September 30, 2024 at 11:00 a.m., the Chief received proposals from four vendors: Galls, LLC; Uniform Warehouse, Inc.; MES; and Sinatra Uniform, Inc. (*Attachment No.s 2-5*). A summary of each vendor's proposal is provided below:

VENDOR	Galls, LLC	MES	Uniform Warehouse, Inc.	Sinatra Uniform, Inc.
COST	\$2,077.00	\$1,811.94	\$1,974.70	\$2,494.49

In the RFP, each vendor was asked to submit individual pricing on a variety of uniform items that the Fire Department staff have historically purchased. The items ranged from workout t-shirts, hat with the Department logo, uniform pants, uniform shirt, and other uniform related items. Upon completion of a competitive bidding process for department uniforms, MES provided the lowest proposal for the sample set of items. The Fire Department is familiar with MES as it has provided turnout gear to the City for over eight years, with its most recent contract expiring at the end of the last fiscal year.

Firefighters are also required to have turnout gear, which is an important part of their personal protective equipment (“PPE”), consisting of a jacket, pants and suspenders. Turnout gear is specifically designed to protect from heat, flames and other hazards of firefighting. It is made up of three layers: an outer shell, a moisture barrier and a thermal liner. It is important that turnout gear is regularly maintained and replaced to provide adequate protection. The RFP did not address turnout gear because the Fire Chief solicited vendors and found that MES is the only vendor that provides turnout gear that meets the City’s requirements. Specifically, the Department uses turnout gear that does not contain perfluoroalkyl or polyfluoroalkyl substances (“PFAS”). Accordingly, the Chief recommends that the City Council exempt the purchase of MES’ turnout gear from competitive bidding requirements as it is a sole source vendor, pursuant to MPMC section 3.20.050(2).

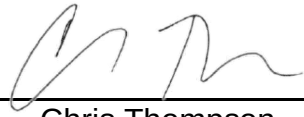
The Department is satisfied with the purchase and quality of turnout gear and MES’ customer service. MES historically provided exemplary customer service, quick fulfillment of orders, and it has a location in Santa Fe Springs, making it convenient for City personnel to get fitted in-person.

The Chief recommends entering into a multi-year contract with MES in an amount not to exceed \$149,000.00 per fiscal year for the current Fiscal Year 2024-25 and the next three fiscal years, unless otherwise terminated. Department uniforms typically cost about \$70,000 annually. This includes approximately \$60,000 for staff members and \$10,000 for Reserves and Explorers. Department turnout gear typically costs \$79,000 annually, which includes about 15 sets of new turnout gear, with each set costing around \$5,000. The purchase of department uniforms and turnout gear combined annually is \$149,000.

FISCAL IMPACT:

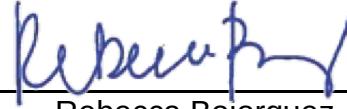
Funding for these purchases have been budgeted in the FY 2024-25 Fire Department budget for year one of the contract. Future-year costs would be budgeted as part of the annual budget process.

Respectfully submitted by:



Chris Thompson
Fire Chief

Prepared by:



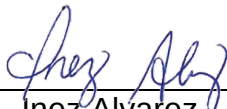
Rebecca Bojorquez
Principal Management Analyst

Reviewed by:



Martha Garcia
Director of Finance

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Justin A. Tamayo
Deputy City Attorney

ATTACHMENT:

1. Notice Inviting Bids
2. GALLS Bid
3. MES Bid
4. Uniform Warehouse Bid
5. Sinatra Uniform Bid

ATTACHMENT 1

Notice Inviting Bids

REQUEST FOR PROPOSALS

Sealed proposals must be received **by 11:00 a.m. on Monday, September 30, 2024**, by the City Clerk's Office Attn: 2024FD-04 for the City of Monterey Park, 320 W. Newmark Ave, Monterey Park, CA 91754, for firefighter and fire department uniforms.

Packets maybe obtained from the City Clerk's Office or by Federal Express. Call Rebecca Bojorquez at (626) 307-1272, for delivery via Federal Express. Have your Federal Express account number available. Please refer to specifications for complete details and bid requirements.

The specifications in this notice are a part of any contract awarded in accordance with this RFP.

A handwritten signature in blue ink, appearing to read 'Rebecca Bojorquez', is positioned above the contact information for the Monterey Park Fire Department.

Monterey Park Fire Department
(626) 307-1263

CITY OF MONTEREY PARK

REQUEST FOR PROPOSAL

PROPOSAL #2024FD-04

PROPOSALS ARE DUE NO LATER THAN 11:00 A.M. ON MONDAY, SEPTEMBER 30, 2024

The City of Monterey Park invites sealed proposals for: firefighter and fire department uniforms.

The City of Monterey Park is seeking proposals from qualified firms to provide firefighter and fire department uniforms.

1. Return original proposal to:
City of Monterey Park
City Clerk Office
Attn: Fire Department RFP 2024FD-04
320 W. Newmark Avenue
Monterey Park, CA 91754
2. Proposer must honor proposal prices for (60) days.
3. Proposals must include this Proposal form and be signed by the vendor's authorized representative/
4. Award of a contract will be made by the City Council based upon the criteria set forth in this RFP and will be made based upon the best qualified proposer rather than the lowest price.

PROPOSER TO READ

I have read, understood, and agree to the terms and conditions on all pages of this proposal. The undersigned agrees to furnish the commodity or service stipulated on this proposal as stated above.

Company

Address

Name (Print)

Signature

Company Phone No.

Title of Person Signing Bid

PROPOSAL INSTRUCTIONS

1. **Submitting Proposals.** (a) Proposals must include this form, in its entirety, in a sealed envelope with the wording “Proposal,” proposal number and closing date marked on the outside; (b) Proposals/corrections received after the closing time will not be opened. The City is not responsible for proposals not properly marked and delivered. Upon award, all submissions become a matter of public record.
2. **Alternatives.** Any changes or alternatives must be set forth in a letter attached to this proposal. The City has the option of accepting or rejecting any alternative proposal.
3. **Currency.** All references to dollar amounts in this solicitation and in vendor’s response refer to United States currency.
4. **Preparation.** All proposals must be typed or written in black ink. Errors may be crossed out and corrected in ink, then initialed in ink by the person signing the proposal.
5. **Rejection.** The City may reject any or all proposals and waive irregularity in any proposal.
6. **Default.** In case of default by the vendor of any of the conditions of this proposal or contract resulting from this proposal, the vendor agrees that the City may procure the services from other sources and may deduct from the unpaid balance due the vendor, or collect against the bond or surety, or may invoice the vendor for excess costs so paid, and prices paid by the City will be considered the prevailing market price at the time such purchase is made.
7. **Assignment.** No assignment by the vendor of contract or any party hereof, or of funds to be received hereunder, is binding upon the City unless the City gave written consent before such assignment.
8. **Subcontractors.** The Bidder must list any subcontractors that will be used, the work to be performed by them, and total number of hours or percentage of time they will spend on the project.
9. **Indemnification.** The extent of a successful contractor’s obligation to indemnify and defend the City is set forth in the sample contract attached to this RFP.

10. Bonds. When deemed necessary by the City, bid bonds must be furnished by all proposers in the amount of at least 10% of the bid to guarantee that proposers will enter into contract to furnish goods at prices stated. Likewise, a Performance Bond must be required of the successful proposer when stated in the specification (cash deposit, certified or cashier's check or money order may be submitted in lieu of either bond).
11. Insurance. This is a contract involving services and the city requires insurance. Insurance must be primary insurance and must name the City of Monterey Park as an additional insured. Proof of insurance in the following amounts must be provided prior to contract signing; liability in the amount of \$2,000,000, automotive in the amount varies, worker's compensation in accordance with California law and Pollution Liability or Errors & Omissions of varies policy aggregate. Specific insurance requirements are set forth in the same contract. **BIDDERS MUST SIGN AND RETURN EXHIBIT B, INSURANCE REQUIREMENTS, WITH THEIR PROPOSAL.**
12. Proposal Rejection. The City may reject the proposal of any proposer who previously failed to perform properly, or complete on time, contracts of a similar nature, or to reject the proposal of a proposer who is not in a position to perform such a contract satisfactorily. The City may reject the proposal of any proposer who is in default of the payment of taxes, licenses, or other monies due to the City of Monterey Park.
13. Contract Pricing. Except as otherwise provided, price proposals must remain consistent through the term of this contract.
14. Proposal Questions. Questions should be forwarded to: RBojorquez@montereypark.ca.gov with an email subject that includes "RFP2024FD-04". The last day for questions will be the Wednesday before proposals are due.

CONTRACT SAMPLE

The successful bidder will be required to enter into the sample contract that is attached as Exhibit C.

STATEMENT OF WORK AND FORMAT

The City of Monterey Park (City) requires proposals for the following purpose according to the terms and conditions attached. In the preparation of this Request for Proposal the words “Bidder,” “Contractor,” and “Consultant” are used interchangeably/

1. Purpose: Procurement of firefighter and fire department uniforms
2. Proposal Schedule: The following is a tentative schedule of events:

Bid Close Date: 11:00 a.m. on Monday, September 30, 2024

Proposal Requirements

Three copies of the proposal must be received by the City of Monterey Park, 320 W. Newmark Ave, Monterey Park, CA 91754, City Clerk’s Office ATTN: Fire Dept RFP2024FD-04, no later than 11:00 a.m. on Monday, September 30, 2024.

Evaluation of Proposals

The proposal will be evaluated by City staff after 11:00 a.m. on Monday, September 30, 2024. Proposals will be evaluated based on the following qualifications criteria:

1. Contractor’s understanding of scope of work.
2. Contractor’s approach to performing the tasks defined in the Scope of Work.
3. Capability of firm and key project personnel to handle the project in terms of workload, experience, and efficient staff utilization.

Recommendation to City Council for Contract Award

Interviews of the top firms may be required. The successful contractor will be selected by the City Council based upon the criteria set forth above and the City’s sole discretion. The Council is under no obligation to contract with any applicant.

3. Introduction/Background

The City of Monterey Park budget includes a budget line item for uniforms. In accordance with the Memorandum of Understanding between the City of Monterey Park and the Firefighters Association, the firefighters are entitled new uniform

purchases each fiscal year. In addition, in accordance with following three Memorandum of Understanding between the City of Monterey Park and the Monterey Park Professional Chief Officers' Association, the Monterey Park Mid-Management Association, and the Monterey Park Service Employees' International Union, fire department staff are entitled new uniform purchases each year.

In preparation for the upcoming year, staff is soliciting bids for the purchase of firefighter and fire department uniforms and accessories.

The uniform worn by Firefighters and Reserve Firefighters are made of a fire-resistant material called "Nomex" as a barrier to fire and heat.

4. Objective(s)/Work Products: Refer to the terms of the Agreement included as Exhibit C.
5. Work Statement: Refer to the terms of the Agreement included as Exhibit C.
6. Required Qualifications
 - A) Uniform fitting appointments at the City of Monterey Park Fire Department, including at least one fitting and makeup session per work shift.
 - B) Timely delivery of uniforms and accessories per order.
 - C) Advance notice of any backorder and/or changes in price and tax
 - D) Accurate delivery of all items. Packing slip/receipt and copy of order/invoice must be submitted per order
 - E) Invoice must show item #, description, quantity and price.
 - F) Vendor representative available during business hours to provide customer service by email, phone, and in-person if needed.
7. Time Schedule: The initial term of this agreement is approximately July 1, 2024
8. Response Submittal Requirements

(a) CONTENTS OF PROPOSAL

Submitted proposals must follow the format outlined below and all requested information must be supplied. Failure to submit proposals in the required format will result in elimination from proposal evaluation.

FORMAT: Each proposal must be submitted in two parts:

Part I must be related to the Technical Proposal

Part II must be related to the Cost Proposal

PART I – TECHNICAL PROPOSAL

Cover Letter – Must include the name, address, and telephone number of the company, and be signed by the person or persons authorized to represent the firm,

Table of Contents – Clearly identify material contained in the proposal by section and page number.

Introduction (Section 1) – Contents to be determined by contractor

Objective, Scope, Nature of Proposed Program (Section 2) – Describe the overall approach to the objective and scope of work to be performed by the contractor.

Work Program (Section 3) – Describe the work or tasks to be performed.

Methodology (Section 4) – Describe the methodology and techniques to be employed.

Contractor Capability and References (Section 5) – Provide a summer of the firm's relevant background experience. Discuss the applicability of such experience to this RFP. Include examples of projects completed for other similar agencies that are of a similar nature and a contact person for each of those clients.

Alternative Proposals (Section 6) – Provide statements of alternative proposals, if any, labeled "Alternative Proposal Number One, Alternative Proposal Number Two," etc. The format of each alternative proposal submitted may be abbreviated to address just the following:

- a) Work Program
- b) Methodology
- c) Assigned Personnel

Conflict of Interest (Section 7) – Address possible conflict of interest with other clients affected by actions performed by the firm on behalf of the City. Although the bidder will not be automatically disqualified by reason of work performed for other parties, the City reserves the right to consider the nature and extent of such work in evaluating the proposal.

PART II – COST PROPOSAL

Name and Address

The Cost Proposal must list the name and complete address of the bidder in the upper, left-hand corner.

Cost Proposal

The Cost/Price format for the proposal must be outlined in the Exhibit A.

Total cost must be clearly indicated at the end of the Cost Proposal and entered on the first page of the proposal.

Costs must include any customization charges and/or delivery charges.

Costs must be itemized per the agreement for services.

(b) PROPOSAL SUBMISSION

All proposals must be submitted according to the specifications set forth in Section 8 (a) – Contents of Proposal and this section. Failure to adhere to these specifications may be cause for rejection of proposal.

- I. Signature. An authorized representative of the bidder **MUST** sign all proposals.
- II. Due Date. The proposer must submit **THREE (3)** complete copies of the proposal in a sealed envelope, plainly marked in the upper, left-hand corner with the name and address of the bidder and the words “RFP2024FD-04.” All proposals must be received before **11:00 a.m. on September 30, 2024**, and should be directed to:

City of Monterey Park
City Clerk’s Office, Attn: Fire Dept. RFP2024FD-04
320 W. Newmark Avenue
Monterey Park, CA 91754

Late bids/proposals will not be accepted. Any correction or resubmission done by the proposer will not extend the submittal due date.

- III. Addenda. City may modify the proposal and/or issue supplementary information or guidelines relating to the RFP during the proposal preparation period of September 9, 2024 to September 26, 2024.

- IV. Rejection. A proposal may be deemed nonresponsive and may be immediately rejected if:
- It is received at any time after the exact date and time set for receipt of proposals and/or;
 - It is not prepared in the format prescribed and/or;
 - It is signed by an individual not authorized to represent the firm.
- V. Disposition of Proposals. The City reserves the right to reject any or all proposals. All responses become the property of the City. One copy of the proposal must be retained for City files. Additional copies of materials will be returned only if requested and at the bidder's expense.
- VI. Proposal of Changes. Once submitted, proposals, including the composition of the contracting team, cannot be altered without the prior written consent of the City. All proposals constitute an offer to the City and may not be withdrawn for a period of sixty (60) days after the last day to accept proposals.

Proposals will be evaluated on the following criteria:

1. Contractor's understanding of scope of work.
2. Contractor's approach to performing the tasks defined in the Scope of Work.
3. Capability of firm and key project personnel to handle the project in terms of workload, experience, and efficient staff utilization.

During the selection process, the evaluation panel may wish to interview bidders with scores above a natural break, for clarification purposes only. No new material will be permitted at this time.

Exhibit A

Services Agreement

CONTRACTOR: _____

DATE MAILED: _____

Below you will find a checklist relating to Insurance and other requirements that are required for doing business with the City of Monterey Park. Only those items checked-off are MANDATORY, however if your standard policies exceed the minimum requirements please include. Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth below will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name the City, its elected and appointed officials, employees and volunteers as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such insurance must be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

- ☒ Comprehensive General Liability, including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$2,000,000 up to \$5,000,000+ per occurrence.
- ☒ \$2,000,000 per occurrence or; ☐ \$_____ per occurrence
- ☐ Auto Liability, including owned, non-owned and hired vehicles with at least \$500,000 up to \$1,000,000+.
- ☐ \$500,000 per occurrence or; ☐ \$1,000,000 per occurrence or; ☐ \$_____ per occurrence
- ☒ Workers' Compensation Insurance: as required by State Statutes. (Not needed if Self-employed with no employees and CONTRACTOR signs statement to this effect.)
- ☒ Errors & Omissions or Malpractice or Professional Liability: depending on type of contract/service. At least \$500,000 up to \$2,000,000+ per occurrence.
- ☐ \$500,000 per occurrence or; ☐ \$1,000,000 per occurrence or; ☐ \$_____ per occurrence
- ☐ Business License: The CONTRACTOR shall agree to have a current City of Monterey Park license on file at City Hall or purchase said license (at no cost to the City).
- ☐ Permits: Plans must be approved and permit(s) issued by the respective Department if appropriate. Building, Planning, Public Works, etc
- ☒ Exhibits - Scope of Work as Exhibit "A" and Budget as Exhibit "B"

See Insurance Matrix Resolution No. 11750 for applicable coverage

PLEASE NOTE: ALL APPLICABLE INFORMATION LISTED ABOVE MUST BE OBTAINED AND ON FILE, PRIOR TO THE ISSUANCE OF A CITY PURCHASE ORDER BEING SENT TO YOU (VIA FAX OR HARD COPY) BY THE RISK MANAGER/PURCHASING AGENT, THUS AUTHORIZING COMMENCEMENT OF WORK FOR THE CITY.

Submitted by (complete all blanks):

COLOR COPY REQUIRED BACK TO THE CITY

Company Name:	By (Print name & title):
Company Street Address:	Vendor's Authorized Signature required:
City, State, Zip:	Date signed:
Phone:	Agreement Date & Expiration Date:
Services Rendered:	Agreement Amount

Originator/Department Contact: _____ Date initiated: _____

Department Head Review: _____ City Manager Approval: _____

City Attorney Approval: _____

1.GENERALLY. The materials, supplies, or services (collectively, "Purchase") covered by this purchase order ("order") must be furnished by Seller subject to all the terms and conditions contained in this order which Seller, in accepting this order, agrees to be bound by and comply with in all particulars. No other terms or conditions are binding upon the parties unless subsequently agreed to in writing. Written acceptance or shipment of all or any portion of the Purchase covered by this order constitutes unqualified acceptance of all terms and conditions in this order. The terms of any proposal referred to in this order are included and made a part of the order only to the extent it specified the Purchase ordered, the price, and the delivery, and then only to the extent that such terms are consistent with the terms and conditions of this order.

2.INSPECTION. The Purchase furnished must be exactly as specified in this order, free from all defects in Seller's performance, design, workmanship, and materials, and, except as otherwise provided, is subject to inspection and test by City at all times and places. If, before final acceptance, any Purchase is found to be incomplete, or not as specified, City may reject it, require Seller to correct it without charge, or require delivery of such Purchase at a reduction in price that is equitable under the circumstances. If seller is unable or refuses to correct such items within a time deemed reasonable by City, City may terminate the order in whole or in part. Seller bears all risks as to rejected Purchases and, in addition to any costs for which Seller may become liable to City under other provisions of this order, must reimburse City for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted Purchases. Notwithstanding City's acceptance of any Purchase, Seller is liable for latent defects, fraud, or such gross mistakes as constitute fraud.

3.CHANGES. City may make changes within the general scope of this order in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this order, an equitable adjustment in the price or delivery or both must be made. No change by Seller is allowed without City's written approval. Any claim by Seller for an adjustment under this section must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless City waives this condition in writing. Nothing in this section excuses Seller from proceeding with performance of the order as changed.

4. TERMINATION. City may terminate this order at any time, either verbally or in writing, with or without cause. Should termination occur, City will pay Seller as full performance until such termination the unit or pro rata order price for the performed and accepted portion of the Purchase. City may provide written notice of termination for Seller's default if Seller refuses or fails to comply with this order. If Seller does not cure such failure within a reasonable time period, or fails to perform the Purchase within the time specified (or allowed by extension), Seller will be liable to City for any excess costs incurred by City.

5.TIME EXTENSION. City may extend the time for completion if, in City's sole determination, Seller was delayed because of causes beyond Seller's control and without Seller's fault or negligence. In the event delay was caused by City, Seller's sole remedy is limited to recovering money actually and necessarily expended by Seller because of the delay; there is no right to recover anticipated profit.

6.REMEDIES CUMULATIVE. City's rights and remedies under this order are not exclusive and are in addition to any rights and remedies provided by law.

7.TITLE. Title to materials and supplies purchased under this order pass directly from Seller to City upon City's written acceptance following an actual inspection and City's opportunity to reject.

8.PAYMENT. City will pay Seller after receiving acceptable invoices for materials and supplies delivered and accepted or services rendered and accepted. City will not pay cartage, shipping, packaging or boxing expenses unless specified in this order. Drafts will not be honored.

9.INDEMNIFICATION. Seller agrees to indemnify and hold City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of the Purchase or the order, or their performance, except for such loss or damage arising from City's sole negligence or willful misconduct. Should City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the Purchase or order, or their performance, Seller will defend City (at City's request and with counsel satisfactory to City) and indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "City" includes City's officers, elected officials, and employees. It is expressly understood and agreed that the foregoing provisions will survive termination of this order. The requirements as to the types and limits of insurance coverage to be maintained by Seller, and any approval of such insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Seller pursuant to this order, including, without limitation, to the provisions concerning indemnification.

10.WARRANTY. Seller agrees that the Purchase is covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services, or such other more favorable warranties as is specified in this order. Warranties will be effective notwithstanding any inspection or acceptance of the Purchase by City.

11.ASSIGNMENT. City may assign this order. Except as to any payment due under this order, Seller may not assign or subcontract the order without City's written approval. Should City give consent, it will not relieve Seller from any obligations under this order and any transferee or subcontractor will be considered Seller's agent.

12.INSURANCE. Seller must provide the insurance indicated on the face sheet of this order.

13.PERMITS. Seller must procure all necessary permits and licenses, and abide by all federal, state, and local laws, for performing this order.

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

15.WAIVER. City's review or acceptance of, or payment for, work product prepared by Seller under this order will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Seller's performance. A waiver by City of any breach of any term, covenant, or condition contained in this order will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this order, whether of the same or different character.

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.

EXHIBIT B

INSURANCE REQUIREMENTS [MUST BE SUBMITTED WITH PROJECT PROPOSAL]

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$ 2 million
Professional liability	\$ _____
Business automobile liability	\$ 0
Workers compensation	Statutory requirement.

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

Professional liability coverage must be on an “occurrence basis” if such coverage is available, or on a “claims made” basis if not available. When coverage is provided on a “claims made basis,” the Consultant must continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated (“extended insurance”). Such extended insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and cover the Consultant for all claims made by the City arising out of any errors or omissions of the Consultant, or its officers, employees or agents during the time this Agreement was in effect.

Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

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

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City’s consultant. Failure to provide this form may render the bidder’s proposal “nonresponsive.”

Date

Bidder

MONTEREY PARK FIRE DEPARTMENT
REQUEST FOR QUOTES
FIREFIGHTER UNIFORMS AND ACCESSORIES
RFP #2024FD-04

EXHIBIT A

The City of Monterey Park is soliciting quotes on the following items to prepare a purchase order and service agreement for the year with one or more vendors. These items are a random sampling of common items purchased by the Fire Department during the course of the year.

		VENDOR NAME:			
ITEM DESCRIPTION		VENDOR PRICE			
1)	Nomex Trouser "A" Cut, sizes 28 - 42 - Midnight Navy				
2)	Nomex Trouser "A" Cut sizes 44 - 60 - Midnight Navy				
3)	Nomex Trouser "B" Cut sizes 28 - 42 - Midnight Navy				
4)	Nomex Trouser "B" Cut sizes 44 - 60 - Midnight Navy				
5)	Embroider Last Name in Silver 1665 on Right Chest 1/2" Military Block, All Caps; sew shoulder patch on left shoulder 1" below shoulder seam				
6)	Nomex Long Sleeve Shirt Sizes: 34 - 50 - Midnight				
7)	Nomex Long Sleeve Shirt Sizes 52 - 62				
8)	Embroider Last Name in Silver 1886 on Right Chest 1/2" Military Block, All caps				
9)	Midnight Nomex short sleeve size 34 - 50				
10)	Midnight Nomex short sleeve shirt size 52 - 62				
11)	Embroider Last Name in silver 1886 on right chest, 1/2" military block, all caps.				

MONTEREY PARK FIRE DEPARTMENT
REQUEST FOR QUOTES
FIREFIGHTER UNIFORMS AND ACCESSORIES
RFP #2024FD-04

EXHIBIT A

		VENDOR NAME:			
ITEM DESCRIPTION		VENDOR PRICE			
12)	V Flex Cotton Twill Ball Cap				
13)	Champion Shorts with Pockets - Size XL				
14)	Champion Shorts with Pockets - Size 2X				
15)	Champion Shorts Screen Logo on thigh, left leg				
16)	Gildan Ultra Cotton S/S T-shirt, Size Small - XL; Color: Black or Navy				
17)	Gildan Ultra Cotton S/S T-shirt, 2XL - 4XL; Color: Black or Navy				
18)	Gildan Ultra Cotton S/S T-shirt screen, left chest with 3 line logo - Color: White				
19)	Gildan Ultra Cotton S/S T-shirt Screen back of T-shirt with 3 line logo - Color: White				
20)	Gildan Ultra Cotton L/S T-Shirt, Color: Black or Navy, Size Small - XL				
21)	Gildan Ultra Cotton L/S T-Shirt, Color Black or Navy, Size 2X - 4X				
22)	Gildan Ultra Cotton L/S T-Shirt Screen left chest with 3 line logo - Color: White				
23)	Gildan Crewneck Sweatshirt - Color Black or Navy Size Small - XL				
24)	Gildan Crewneck Sweatshirt - Color Black or Navy Size 2X - 4X				

MONTEREY PARK FIRE DEPARTMENT
REQUEST FOR QUOTES
FIREFIGHTER UNIFORMS AND ACCESSORIES
RFP #2024FD-04

EXHIBIT A

		VENDOR NAME: 			
	ITEM DESCRIPTION	VENDOR PRICE			
25)	Screen left chest with 3 line logo - Color: White				
26)	Screen back of T-shirt with 3 line logo - Color: White				
27)	Job Shirt - 5.11 - Color: Black or Navy, Size Small - 2X				
28)	Job Shirt - 5.11 - Color: Black or Navy, Size 3X				
29)	Embroider 1st Initial Last Name in White on Right Chest, 1/2" Military Block, All Caps				
30)	Embroider left chest with 3 line logo in white				
31)	FLYING CROSS MEN'S POLYESTER COTTON TROUSERS WITH FLEX WAISTBAND				
32)	FECHHEIMER MENS POLY COTTON TWILL PANTS				
33)	FLYING CROSS MEN'S POLY COTTON SHORT SLEEVE SHIRT (Shirts: (with badge tabs, zipper, remove epaulette)				
34)	FLYING CROSS WOMEN'S DELUXE TROPICAL WEAVE SHORT-SLEEVE SHIRT (Shirts: (with badge tabs, zipper, remove epaulette)				

MONTEREY PARK FIRE DEPARTMENT
REQUEST FOR QUOTES
FIREFIGHTER UNIFORMS AND ACCESSORIES
RFP #2024FD-04

EXHIBIT A

		VENDOR NAME: _____			
	ITEM DESCRIPTION	VENDOR PRICE			
35)	FLYING CROSS WOMEN'S DELUXE TROPICAL WEAVE LONG-SLEEVE SHIRT				
36)	THOROGOOD 6" DEUCE SIDE ZIP WATERPROOF BOOT				
37)	Boston Leather 1 1/2" Leather Garrison Belt				
38)	THREE SEASON JACKET				
39)	FLYING CROSS LAYERTECH SOFT-SHELL JACKET				
40)	5.11 TACTICAL MEN'S SNAG-FREE PERFORMANCE SHORT SLEEVE POLO				
41)	5.11 Tactical Polo shirt 71049-724, Material- 100% Polyester				
42)	5.11 Tactical Pants 74273-724, Material- 65% Polyester & 35% Cotton				
43)	5.11 Tactical Belt 59409 Material- Nylon webbing				

ATTACHMENT 2

Galls Bid

Galls, LLC
1340 Russell Cave Road
Lexington, KY 40505

MONTEREY PARK FIRE DEPARTMENT
REQUEST FOR QUOTES
FIREFIGHTER UNIFORMS AND ACCESSORIES
RFP #2024FD-04

EXHIBIT A

The City of Monterey Park is soliciting quotes on the following items to prepare a purchase order and service agreement for the year with one or more vendors. These items are a random sampling of common items purchased by the Fire Department during the course of the year.				
	VENDOR NAME: Galls, LLC			
ITEM DESCRIPTION	VENDOR PRICE			
1) Nomex Trouser "A" Cut, sizes 28 - 42 - Midnight Navy	\$132.00			
2) Nomex Trouser "A" Cut sizes 44 - 60 - Midnight Navy	\$162.00			
3) Nomex Trouser "B" Cut sizes 28 - 42 - Midnight Navy	\$136.00			
4) Nomex Trouser "B" Cut sizes 44 - 60 - Midnight Navy	\$186.00			
5) Embroider Last Name in Silver 1665 on Right Chest 1/2" Military Block, All Caps; sew shoulder patch on left shoulder 1" below shoulder seam	\$10.00	Services will be invoiced separately as stated below: \$7.00 for Embroider Last Name \$3.00 for Sew on Shoulder Patch		
6) Nomex Long Sleeve Shirt Sizes: 34 - 50 - Midnight	\$140.00			
7) Nomex Long Sleeve Shirt Sizes 52 - 62	\$150.00			
8) Embroider Last Name in Silver 1886 on Right Chest 1/2" Military Block, All caps	\$7.00			
9) Midnight Nomex short sleeve size 34 - 50	\$110.00			
10) Midnight Nomex short sleeve shirt size 52 - 62	\$145.00			
11) Embroider Last Name in silver 1886 on right chest, 1/2" military block, all caps.	\$7.00			

MONTEREY PARK FIRE DEPARTMENT
REQUEST FOR QUOTES
FIREFIGHTER UNIFORMS AND ACCESSORIES
RFP #2024FD-04

EXHIBIT A

Galls, LLC
1340 Russell Cave Road
Lexington, KY 40505

		VENDOR NAME: Galls, LLC			
ITEM DESCRIPTION		VENDOR PRICE			
12	) V Flex Cotton Twill Ball Cap	\$11.00			
13	) Champion Shorts with Pockets - Size XL	\$15.00			
14	) Champion Shorts with Pockets - Size 2X	\$15.00			
15	) Champion Shorts Screen Logo on thigh, left leg	\$9.00			
16	) Gildan Ultra Cotton S/S T-shirt, Size Small - XL; Color: Black or Navy	\$8.00			
17	) Gildan Ultra Cotton S/S T-shirt, 2XL - 4XL; Color: Black or Navy	\$10.00			
18	) Gildan Ultra Cotton S/S T-shirt screen, left chest with 3 line logo - Color: White	\$9.00			
19	) Gildan Ultra Cotton S/S T-shirt Screen back of T-shirt with 3 line logo - Color: White	\$16.00			
20	) Gildan Ultra Cotton L/S T-Shirt, Color: Black or Navy, Size Small - XL	\$10.00			
21	) Gildan Ultra Cotton L/S T-Shirt, Color Black or Navy, Size 2X - 4X	\$14.00			
22	) Gildan Ultra Cotton L/S T-Shirt Screen left chest with 3 line logo - Color: White	\$9.00			
23	) Gildan Crewneck Sweatshirt - Color Black or Navy Size Small - XL	\$19.00			
24	) Gildan Crewneck Sweatshirt - Color Black or Navy Size 2X - 4X	\$22.00			

Galls, LLC
1340 Russell Cave Road
Lexington, KY 40505

MONTEREY PARK FIRE DEPARTMENT
REQUEST FOR QUOTES
FIREFIGHTER UNIFORMS AND ACCESSORIES
RFP #2024FD-04

EXHIBIT A

		VENDOR NAME: Galls, LLC			
ITEM DESCRIPTION		VENDOR PRICE			
25	) Screen left chest with 3 line logo - Color: White	\$9.00			
26	) Screen back of T-shirt with 3 line logo - Color: White	\$16.00			
27	) Job Shirt - 5.11 - Color: Black or Navy, Size Small - 2X	\$57.00			
28	) Job Shirt - 5.11 - Color: Black or Navy, Size 3X	\$65.00			
29	) Embroider 1st Initial Last Name in White on Right Chest, 1/2" Military Block, All Caps	\$7.00			
30	) Embroider left chest with 3 line logo in white	\$16.00			
31	) FLYING CROSS MEN'S POLYESTER COTTON TROUSERS WITH FLEX WAISTBAND	\$65.00			
32	) FECHHEIMER MENS POLY COTTON TWILL PANTS	\$64.00			
33	) FLYING CROSS MEN'S POLY COTTON SHORT SLEEVE SHIRT (Shirts: (with badge tabs, zipper, remove epaulette)	\$81.00	Shirt and services will be invoiced separately as stated below: Shirt: \$62.00 Badge Tab Application: \$10.00 Epaulet Removal: \$9.00 (Shirt comes with Zipper from manufacturer)		
34	) FLYING CROSS WOMEN'S DELUXE TROPICAL WEAVE SHORT-SLEEVE SHIRT (Shirts: (with badge tabs, zipper, remove epaulette)	\$110.00	Shirt and services will be invoiced separately as stated below: Shirt: \$90.00 Badge Tab Application: \$10.00 Install Zipper \$10.00 (Shirt comes without Epaulets from manufacturer)		

Galls, LLC
1340 Russell Cave Road
Lexington, KY 40505

MONTEREY PARK FIRE DEPARTMENT
REQUEST FOR QUOTES
FIREFIGHTER UNIFORMS AND ACCESSORIES
RFP #2024FD-04

EXHIBIT A

		VENDOR NAME: <u>Galls, LLC</u>			
	ITEM DESCRIPTION	VENDOR PRICE			
35)	FLYING CROSS WOMEN'S DELUXE TROPICAL WEAVE LONG-SLEEVE SHIRT	\$115.00			
36)	THOROGOOD 6" DEUCE SIDE ZIP WATERPROOF BOOT	\$120.00			
37)	Boston Leather 1 1/2" Leather Garrison Belt	\$19.00			
38)	THREE SEASON JACKET	\$25.00			
39)	FLYING CROSS LAYERTECH SOFT-SHELL JACKET	\$110.00			
40)	5.11 TACTICAL MEN'S SNAG-FREE PERFORMANCE SHORT SLEEVE POLO	\$42.00			
41)	5.11 Tactical Polo shirt 71049-724, Material- 100% Polyester	\$42.00			
42)	5.11 Tactical Pants 74273-724, Material- 65% Polyester & 35% Cotton	\$53.00			
43)	5.11 Tactical Belt 59409 Material- Nylon webbing	\$36.00			

ATTACHMENT 3

MES Bid

MONTEREY PARK FIRE DEPARTMENT
REQUEST FOR QUOTES
FIREFIGHTER UNIFORMS AND ACCESSORIES
RFP #2024FD-04

EXHIBIT A

The City of Monterey Park is soliciting quotes on the following items to prepare a purchase order and service agreement for the year with one or more vendors. These items are a random sampling of common items purchased by the Fire Department during the course of the year.				
		VENDOR NAME:		
		Mec		
ITEM DESCRIPTION		VENDOR PRICE		
1)	Nomex Trouser "A" Cut, sizes 28 - 42 - Midnight Navy	\$138.99		
2)	Nomex Trouser "A" Cut sizes 44 - 60 - Midnight Navy	\$138.99		
3)	Nomex Trouser "B" Cut sizes 28 - 42 - Midnight Navy	\$147.55		
4)	Nomex Trouser "B" Cut sizes 44 - 60 - Midnight Navy	\$147.55		
5)	Embroider Last Name in Silver 1665 on Right Chest 1/2" Military Block, All Caps; sew shoulder patch on left shoulder 1" below shoulder seam	\$0.00		
6)	Nomex Long Sleeve Shirt Sizes: 34 - 50 - Midnight	\$141.54		
7)	Nomex Long Sleeve Shirt Sizes 52 - 62	\$141.54		
8)	Embroider Last Name in Silver 1886 on Right Chest 1/2" Military Block, All caps	\$0.00		
9)	Midnight Nomex short sleeve size 34 - 50	\$131.75		
10)	Midnight Nomex short sleeve shirt size 52 - 62	\$131.75		
11)	Embroider Last Name in silver 1886 on right chest, 1/2" military block, all caps.	\$0.00		

MONTEREY PARK FIRE DEPARTMENT
REQUEST FOR QUOTES
FIREFIGHTER UNIFORMS AND ACCESSORIES
RFP #2024FD-04

EXHIBIT A

		VENDOR NAME: <u>MES</u>			
ITEM DESCRIPTION		VENDOR PRICE			
12	) V Flex Cotton Twill Ball Cap	\$12.60			
13	) Champion Shorts with Pockets - Size XL	\$9.99			
14	) Champion Shorts with Pockets - Size 2X	\$11.99			
15	) Champion Shorts Screen Logo on thigh, left leg	\$0.00			
16	) Gildan Ultra Cotton S/S T-shirt, Size Small - XL; Color: Black or Navy	\$10.99			
17	) Gildan Ultra Cotton S/S T-shirt, 2XL - 4XL; Color: Black or Navy	\$18.55			
18	) Gildan Ultra Cotton S/S T-shirt screen, left chest with 3 line logo - Color: White	\$0.00			
19	) Gildan Ultra Cotton S/S T-shirt Screen back of T-shirt with 3 line logo - Color: White	\$0.00			
20	) Gildan Ultra Cotton L/S T-Shirt, Color: Black or Navy, Size Small - XL	\$17.99			
21	) Gildan Ultra Cotton L/S T-Shirt, Color Black or Navy, Size 2X - 4X	\$23.55			
22	) Gildan Ultra Cotton L/S T-Shirt Screen left chest with 3 line logo - Color: White	\$0.00			
23	) Gildan Crewneck Sweatshirt - Color Black or Navy Size Small - XL	\$23.05			
24	) Gildan Crewneck Sweatshirt - Color Black or Navy Size 2X - 4X	\$27.55			

MONTEREY PARK FIRE DEPARTMENT
REQUEST FOR QUOTES
FIREFIGHTER UNIFORMS AND ACCESSORIES
RFP #2024FD-04

EXHIBIT A

		VENDOR NAME: <u>MES</u>			
	ITEM DESCRIPTION	VENDOR PRICE			
25	) Screen left chest with 3 line logo - Color: White	\$0.00			
26	) Screen back of T-shirt with 3 line logo - Color: White	\$0.00			
27	) Job Shlrt - 5.11 - Color: Black or Navy, Size Small - 2X	\$68.99			
28	) Job Shirt - 5.11 - Color: Black or Navy, Size 3X	\$71.55			
29	) Embroider 1st Initial Last Name In White on Right Chest, 1/2" Military Block, All Caps	\$0.00			
30	) Embroider left chest with 3 line logo in white	\$0.00			
31	) FLYING CROSS MEN'S POLYESTER COTTON TROUSERS WITH FLEX WAISTBAND	\$50.59			
32	) FECHHEIMER MENS POLY COTTON TWILL PANTS	\$67.31			
33	) FLYING CROSS MEN'S POLY COTTON SHORT SLEEVE SHIRT (Shirts: (with badge tabs, zipper, remove epaulette)	\$39.55			
34	) FLYING CROSS WOMEN'S DELUXE TROPICAL WEAVE SHORT-SLEEVE SHIRT (Shlrts: (with badge tabs, zipper, remove epaulette)	\$65.88			

MONTEREY PARK FIRE DEPARTMENT
REQUEST FOR QUOTES
FIREFIGHTER UNIFORMS AND ACCESSORIES
RFP #2024FD-04

EXHIBIT A

		VENDOR NAME: <u>MES</u>			
	ITEM DESCRIPTION	VENDOR PRICE			
35	) FLYING CROSS WOMEN'S DELUXE TROPICAL WEAVE LONG-SLEEVE SHIRT	\$73.55			
36	) THOROGOOD 6" DEUCE SIDE ZIP WATERPROOF BOOT	\$98.60			
37	) Boston Leather 1 1/2" Leather Garrison Belt	\$19.52			
38	) THREE SEASON JACKET	\$44.65			
39	) FLYING CROSS LAYERTECH SOFT-SHELL JACKET	\$102.05			
40	) 5.11 TACTICAL MEN'S SNAG-FREE PERFORMANCE SHORT SLEEVE POLO	\$41.95			
41	) 5.11 Tactical Polo shirt 71049-724, Material- 100% Polyester	\$41.95			
42	) 5.11 Tactical Pants 74273-724, Material- 65% Polyester & 35% Cotton	\$50.59			
43	) 5.11 Tactical Belt 59409 Material- Nylon webbing	\$34.71			

ATTACHMENT 4

Uniform Warehouse Bid

MONTEREY PARK FIRE DEPARTMENT
REQUEST FOR QUOTES
FIREFIGHTER UNIFORMS AND ACCESSORIES
RFP #2024FD-04

EXHIBIT A

The City of Monterey Park is soliciting quotes on the following items to prepare a purchase order and service agreement for the year with one or more vendors. These items are a random sampling of common items purchased by the Fire Department during the course of the year.				
	VENDOR NAME: Uniform Warehouse, Inc.	BRAND		COMMENTS
ITEM DESCRIPTION	VENDOR PRICE			
1) Nomex Trouser "A" Cut, sizes 28 - 42 - Midnight Navy	\$169	Workrite FR	FP50	Upto Size 50
2) Nomex Trouser "A" Cut sizes 44 - 60 - Midnight Navy	\$229	Workrite FR	FP50	Size 52 to 60
3) Nomex Trouser "B" Cut sizes 28 - 42 - Midnight Navy	\$175	Workrite FR	FP52	Upto Size 50
4) Nomex Trouser "B" Cut sizes 44 - 60 - Midnight Navy	\$239	Workrite FR	FP52	Size 52 to 60
5) Embroider Last Name in Silver 1665 on Right Chest 1/2" Military Block, All Caps; sew shoulder patch on left shoulder 1" below shoulder seam	\$10			
6) Nomex Long Sleeve Shirt Sizes: 34 - 50 - Midnight	\$179	Workrite FR	FSF0	
7) Nomex Long Sleeve Shirt Sizes 52 - 62	\$179	Workrite FR	FSF0	
8) Embroider Last Name in Silver 1886 on Right Chest 1/2" Military Block, All caps	\$7			
9) Midnight Nomex short sleeve size 34 - 50	\$141	Workrite FR	FSF2	
10) Midnight Nomex short sleeve shirt size 52 - 62	\$141	Workrite FR	FSF2	
11) Embroider Last Name in silver 1886 on right chest, 1/2" military block, all caps.	\$7			

MONTEREY PARK FIRE DEPARTMENT
REQUEST FOR QUOTES
FIREFIGHTER UNIFORMS AND ACCESSORIES
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EXHIBIT A

		VENDOR NAME: Uniform Warehouse, Inc.	BRAND		
ITEM DESCRIPTION		VENDOR PRICE			
12)	V Flex Cotton Twill Ball Cap	\$12.50	First Class		
13)	Champion Shorts with Pockets - Size XL	\$14.50	Sport-Tek	Jersey Knit Short with Pockets	
14)	Champion Shorts with Pockets - Size 2X	\$15.50	Sport-Tek	Jersey Knit Short with Pockets	
15)	Champion Shorts Screen Logo on thigh, left leg	\$5			
16)	Gildan Ultra Cotton S/S T-shirt, Size Small - XL; Color: Black or Navy	\$4.10	Gildan	Ultra Cotton®	
17)	Gildan Ultra Cotton S/S T-shirt, 2XL - 4XL; Color: Black or Navy	\$7.10	Gildan	Ultra Cotton®	
18)	Gildan Ultra Cotton S/S T-shirt screen, left chest with 3 line logo - Color: White	\$3			
19)	Gildan Ultra Cotton S/S T-shirt Screen back of T-shirt with 3 line logo - Color: White	\$3			
20)	Gildan Ultra Cotton L/S T-Shirt, Color: Black or Navy, Size Small - XL	\$7.40	Gildan	Ultra Cotton®	
21)	Gildan Ultra Cotton L/S T-Shirt, Color Black or Navy, Size 2X - 4X	\$10.60	Gildan	Ultra Cotton®	
22)	Gildan Ultra Cotton L/S T-Shirt Screen left chest with 3 line logo - Color: White	\$3			
23)	Gildan Crewneck Sweatshirt - Color Black or Navy Size Small - XL	\$11	Gildan	Heavy Blend™ Crewneck Sweatshirt	
24)	Gildan Crewneck Sweatshirt - Color Black or Navy Size 2X - 4X	\$14	Gildan	Heavy Blend™ Crewneck Sweatshirt	

MONTEREY PARK FIRE DEPARTMENT
REQUEST FOR QUOTES
FIREFIGHTER UNIFORMS AND ACCESSORIES
RFP #2024FD-04

EXHIBIT A

		VENDOR NAME: Uniform Warehouse, Inc.	BRAND		
ITEM DESCRIPTION		VENDOR PRICE			
25	) Screen left chest with 3 line logo - Color: White	\$3			
26	) Screen back of T-shirt with 3 line logo - Color: White	\$3			
27	) Job Shirt - 5.11 - Color: Black or Navy, Size Small - 2X	\$50	First Class	1/4 Zip Job Shirt	
28	) Job Shirt - 5.11 - Color: Black or Navy, Size 3X	\$50	First Class	1/4 Zip Job Shirt	
29	) Embroider 1st Initial Last Name in White on Right Chest, 1/2" Military Block, All Caps	\$7			
30	) Embroider left chest with 3 line logo in white	\$10			
31	) FLYING CROSS MEN'S POLYESTER COTTON TROUSERS WITH FLEX WAISTBAND	\$45	First Class	Deluxe Poly/Cotton Pants	
32	) FECHHEIMER MENS POLY COTTON TWILL PANTS	\$45	First Class	Deluxe Serge Weave Pants	
33	) FLYING CROSS MEN'S POLY COTTON SHORT SLEEVE SHIRT (Shirts: (with badge tabs, zipper, remove epaulette)	\$30	First Class	Poly/Cotton Short Sleeve Shirt	
34	) FLYING CROSS WOMEN'S DELUXE TROPICAL WEAVE SHORT-SLEEVE SHIRT (Shirts: (with badge tabs, zipper, remove epaulette)	\$35	First Class	Poly Rayon Uniform Short Sleeve Shirt	

MONTEREY PARK FIRE DEPARTMENT
REQUEST FOR QUOTES
FIREFIGHTER UNIFORMS AND ACCESSORIES
RFP #2024FD-04

EXHIBIT A

		VENDOR NAME: Uniform Warehouse, Inc.	BRAND		
ITEM DESCRIPTION		VENDOR PRICE			
35)	FLYING CROSS WOMEN'S DELUXE TROPICAL WEAVE LONG-SLEEVE SHIRT	\$40	First Class	Poly Rayon Uniform Long Sleeve Shirt	
36)	THOROGOOD 6" DEUCE SIDE ZIP WATERPROOF BOOT	\$70	Ryno Gear	6" CoolMax Tactical Combat Side Zip Boots	
37)	Boston Leather 1 1/2" Leather Garrison Belt	\$20	Ryno Gear	1.5" Plain Trouser Belt	
38)	THREE SEASON JACKET	\$70	First Class	All Season Deluxe Bomber Jacket	
39)	FLYING CROSS LAYERTECH SOFT-SHELL JACKET	\$70	Ryno Gear	Windproof / Water Resistant Soft Shell Jacket	
40)	5.11 TACTICAL MEN'S SNAG-FREE PERFORMANCE SHORT SLEEVE POLO	\$30	First Class	Tactical Performance Polo Shirt	
41)	5.11 Tactical Polo shirt 71049-724, Material- 100% Polyester	\$30	First Class	Tactical Jersey Knit Short Sleeve Polo Shirt	
42)	5.11 Tactical Pants 74273-724, Material- 65% Polyester & 35% Cotton	\$45	First Class	Tactical Trousers	
43)	5.11 Tactical Belt 59409 Material- Nylon webbing	\$20	Ryno Gear	1.5" Wide Nylon BDU Tactical Belt	

ATTACHMENT 5

Sinatra Uniform Bid

MONTEREY PARK FIRE DEPARTMENT
REQUEST FOR QUOTES
FIREFIGHTER UNIFORMS AND ACCESSORIES
RFP #2024FD-04

EXHIBIT A

The City of Monterey Park is soliciting quotes on the following items to prepare a purchase order and service agreement for the year with one or more vendors. These items are a random sampling of common items purchased by the Fire Department during the course of the year.				
		VENDOR NAME: Sinatra Uniforms, Inc.		
ITEM DESCRIPTION		VENDOR PRICE		
1)	Nomex Trouser "A" Cut, sizes 28 - 42 - Midnight Navy	\$170.50	Workrite FR	FP50 Up to Waist 50
2)	Nomex Trouser "A" Cut sizes 44 - 60 - Midnight Navy	\$230.50	Workrite FR	FP50 Waist 52-60
3)	Nomex Trouser "B" Cut sizes 28 - 42 - Midnight Navy	\$176.50	Workrite FR	FP52 Up to Waist 50
4)	Nomex Trouser "B" Cut sizes 44 - 60 - Midnight Navy	\$238.50	Workrite FR	FP52 Waist 52-60
5)	Embroider Last Name in Silver 1665 on Right Chest 1/2" Military Block, All Caps; sew shoulder patch on left shoulder 1" below shoulder seam	\$9.99		
6)	Nomex Long Sleeve Shirt Sizes: 34 - 50 - Midnight	\$177.90	Workrite FR	FSF0
7)	Nomex Long Sleeve Shirt Sizes 52 - 62	\$177.90	Workrite FR	FSF0
8)	Embroider Last Name in Silver 1886 on Right Chest 1/2" Military Block, All caps	\$6.99		
9)	Midnight Nomex short sleeve size 34 - 50	\$140.90	Workrite FR	FSF2
10)	Midnight Nomex short sleeve shirt size 52 - 62	\$140.90	Workrite FR	FSF2
11)	Embroider Last Name in silver 1886 on right chest, 1/2" military block, all caps.	\$6.99		

MONTEREY PARK FIRE DEPARTMENT
REQUEST FOR QUOTES
FIREFIGHTER UNIFORMS AND ACCESSORIES
RFP #2024FD-04

EXHIBIT A

		VENDOR NAME: Sinatra Uniforms, Inc.			
ITEM DESCRIPTION		VENDOR PRICE			
12)	V Flex Cotton Twill Ball Cap	\$11.90	First Class	HT123	
13)	Champion Shorts with Pockets - Size XL	\$13.50	Sport-Tek	ST310	
14)	Champion Shorts with Pockets - Size 2X	\$14.90	Sport-Tek	ST310	
15)	Champion Shorts Screen Logo on thigh, left leg	\$4.99			
16)	Gildan Ultra Cotton S/S T-shirt, Size Small - XL; Color: Black or Navy	\$4.20	Gildan	2000	
17)	Gildan Ultra Cotton S/S T-shirt, 2XL - 4XL; Color: Black or Navy	\$7.20	Gildan	2000	
18)	Gildan Ultra Cotton S/S T-shirt screen, left chest with 3 line logo - Color: White	\$2.99			
19)	Gildan Ultra Cotton S/S T-shirt Screen back of T-shirt with 3 line logo - Color: White	\$2.99			
20)	Gildan Ultra Cotton L/S T-Shirt, Color: Black or Navy, Size Small - XL	\$7.50	Gildan	2400	
21)	Gildan Ultra Cotton L/S T-Shirt, Color Black or Navy, Size 2X - 4X	\$10.50	Gildan	2400	
22)	Gildan Ultra Cotton L/S T-Shirt Screen left chest with 3 line logo - Color: White	\$2.99			
23)	Gildan Crewneck Sweatshirt - Color Black or Navy Size Small - XL	\$10.90	Gildan	18000	
24)	Gildan Crewneck Sweatshirt - Color Black or Navy Size 2X - 4X	\$13.90	Gildan	18000	

MONTEREY PARK FIRE DEPARTMENT
REQUEST FOR QUOTES
FIREFIGHTER UNIFORMS AND ACCESSORIES
RFP #2024FD-04

EXHIBIT A

		VENDOR NAME: Sinatra Uniforms, Inc.			
ITEM DESCRIPTION		VENDOR PRICE			
25	) Screen left chest with 3 line logo - Color: White	\$2.99			
26	) Screen back of T-shirt with 3 line logo - Color: White	\$2.99			
27	) Job Shirt - 5.11 - Color: Black or Navy, Size Small - 2X	\$57.50	5.11 Tactical	72534	
28	) Job Shirt - 5.11 - Color: Black or Navy, Size 3X	\$65.50	5.11 Tactical	72534	
29	) Embroider 1st Initial Last Name in White on Right Chest, 1/2" Military Block, All Caps	\$6.99			
30	) Embroider left chest with 3 line logo in white	\$9.99			
31	) FLYING CROSS MEN'S POLYESTER COTTON TROUSERS WITH FLEX WAISTBAND	\$59.90	Flying Cross	47400	
32	) FECHHEIMER MENS POLY COTTON TWILL PANTS	\$59.90	Flying Cross	48200	
33	) FLYING CROSS MEN'S POLY COTTON SHORT SLEEVE SHIRT (Shirts: (with badge tabs, zipper, remove epaulette)	\$41.90	Flying Cross	85R54	
34	) FLYING CROSS WOMEN'S DELUXE TROPICAL WEAVE SHORT-SLEEVE SHIRT (Shirts: (with badge tabs, zipper, remove epaulette)	\$59.50	Flying Cross	152R66	

MONTEREY PARK FIRE DEPARTMENT
REQUEST FOR QUOTES
FIREFIGHTER UNIFORMS AND ACCESSORIES
RFP #2024FD-04

EXHIBIT A

		VENDOR NAME: Sinatra Uniforms, Inc.			
ITEM DESCRIPTION		VENDOR PRICE			
35)	FLYING CROSS WOMEN'S DELUXE TROPICAL WEAVE LONG-SLEEVE SHIRT	\$69.50	Flying Cross	102W66	
36)	THOROGOOD 6" DEUCE SIDE ZIP WATERPROOF BOOT	\$94.50	Throrogood	834-6121	
37)	Boston Leather 1 1/2" Leather Garrison Belt	\$28.50			
38)	THREE SEASON JACKET	\$64.90	First Class	JSHID02	
39)	FLYING CROSS LAYERTECH SOFT-SHELL JACKET	\$117.90	Flying Cross	54100A	
40)	5.11 TACTICAL MEN'S SNAG-FREE PERFORMANCE SHORT SLEEVE POLO	\$39.50	5.11 Tactical		
41)	5.11 Tactical Polo shirt 71049-724, Material- 100% Polyester	\$39.50	5.11 Tactical		
42)	5.11 Tactical Pants 74273-724, Material- 65% Polyester & 35% Cotton	\$47.50	5.11 Tactical		
43)	5.11 Tactical Belt 59409 Material- Nylon webbing	\$39.50	5.11 Tactical		



City Council Staff Report

DATE: October 16, 2024

AGENDA ITEM NO: Consent Calendar - 3F

TO: The Honorable Mayor and City Council
FROM: Kristin Olivarez, City Librarian
SUBJECT: California State Library Zip Books Grant Fiscal Year 2024/25

RECOMMENDATION:

It is recommended that the City Council consider:

1. Accepting \$5,664 in California State Library grant funding to purchase books and an Amazon Prime membership;
2. Appropriating the \$5,664 funding into the 2024-25 Fiscal Year budget; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Library was notified of a \$5,664 award from the California State Library. The grant funds will be utilized to continue to offer the Zip Books program, which allows library cardholders to request books that are not already owned by the Library and have them delivered directly to their home via Amazon Prime.

BACKGROUND:

This is the third year the Library has received the Zip Books grant. The Zip Books program was implemented in Fiscal Year 2022-23 with a goal of providing library patrons with quick and convenient access to books that are not already available in the Library's collection. Requested books are shipped directly to the patron via Amazon Prime, then added to the Library's collection when they are returned to the library so that others may check them out.

In 2023-24, 116 unique library patrons utilized the Zip Books program and 199 new books were added to the collection through the program. The grant funds will be used to continue to offer the Zip Books program to library patrons.

FISCAL IMPACT:

This is a single year grant and no matching funds are required for this grant. This item asks City Council to authorize the appropriation of \$5,664 to the FY 2024-25 budget.

Respectfully submitted by:



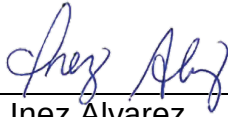
Kristin Olivarez
City Librarian

Reviewed by:



Martha Garcia
Director of Finance

Approved by:



Inez Alvarez
City Manager

Approved as to Form: Karl H. Berger, City Attorney

Reviewed by:



Solange Fortenbach
Deputy City Attorney

ATTACHMENT:

1. California State Library Zip Book Grant 2024-25 Award Letter

ATTACHMENT 1
California State Library Zip Book Grant 2024-25
Award Letter



September 18, 2024

Kristin Olivarez, City Librarian
Monterey Park Bruggemeyer Library
318 S Ramona Ave
Monterey Park, CA, 91754

Subject: Zip Books Project ZIP24-52

Dear Ms. Kristin Olivarez:

We are pleased to approve the grant application for the Zip Book Project for a total of \$5,664 in California Library Services Act funds. Over the 2024-25 grant period, please take steps to ensure that as many Zip Books as possible are added to your permanent library collection.

Hard copies of this correspondence will not follow. Keep the entirety of the correspondence for your files and consider these award materials your original documents.

This grant is governed by the attached Grant Agreement and Certification of Compliance, which includes the project period, reporting requirements, and payment schedule as well as the proposal outlining the project plan and budget. Please sign the claim and certification forms at the back of your award packet using the DocuSign system. Please understand that it can take from six to eight weeks from receipt of a fully executed claim form with no errors before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.

The Grant Monitor assigned to your project is Monica Rivas. She is available to assist you throughout the year and she can be reached via email at monica.rivas@library.ca.gov.
Read the enclosed award packet thoroughly and contact your Grant Monitor if you have any questions.

Best wishes for a successful project.

Respectfully yours,

Signed by:

BDA50981C41C416...

Greg Lucas
California State Librarian

CC: Monica Rivas, monica.rivas@library.ca.gov
Annly Roman, annly.roman@library.ca.gov
Yesenia Udarbe, yesenia.udarbe@library.ca.gov
Michael Le, mle@montereypark.ca.gov

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Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov
Page 177 of 284



STATE-FUNDED GRANTS
AWARD AGREEMENT AND
CERTIFICATE OF COMPLIANCE



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PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and Monterey Park Bruggemeyer Library for the Zip Books project.

AWARD AGREEMENT NUMBER ZIP24-52

This Award Agreement ("Agreement") is entered into on 7/1/2024 by and between the California State Library ("State Library") and Monterey Park Bruggemeyer Library, ("Grantee").

This Award Agreement pertains to Grantee's State-funded ZIP 24-52 Monterey Park Bruggemeyer Library project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of \$5664 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:



PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins on the date of execution of the Agreement by both parties, until 8/31/2025. If completion of the project occurs prior to the end of the grant period, this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on 8/31/2025 and all eligible program costs must be incurred by this date.

B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the Zip Books Grant.
2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:
 - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
 - Make financial records available to the State Library upon request.
 - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
 - Prepare and submit required narrative and financial reports.
 - Procure equipment, and other supplies as needed for the project.
 - Issue contracts for services, personnel, and consultants as needed for the project.
 - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
 - Oversee the implementation of project activities.

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The Grantee shall request the distribution of grant funding consistent with its proposal and the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

D. Narrative and Financial Reports

- 1. The Grantee shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.
- 2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.
- 3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
July 01, 2024- December 31, 2024	1 st Financial and Mid Project Program Narrative Report Due	January 31, 2025
January 01, 2025 – April 30, 2025	2 nd Financial Report Due	May 31, 2025
July 01, 2024 – August 31, 2025	Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due	September 31, 2025

- 4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.
- 5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.
- 6. In addition to the foregoing, the Grantee shall submit to the State Library such periodic reports, updates, documents and any information as deem necessary by the State Library to monitor compliance and/or perform program

evaluation. Any requested data or information shall be submitted in electronic format on a form specified by the State Library.

E. Claim Form and Payment

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outline in this document have been met, and only for those activities and costs specified in the approved award application.
2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.
3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. The Final Payment of 10% (if applicable) will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied.
7. **Prompt Payment Clause**
The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq.* The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.

8. Budget Contingency Clause

- a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.

In Process



EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the [California Accessibility Standards](#). Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the current Web Content Accessibility Guidelines, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the Zip Books.
 - a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
 - b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

"This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

"Funding provided by the State of California."

- c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
 - d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the [California State Library website](#), is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
 - e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form, or contact your grant monitor for the State Library's form.
3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose and has no authority to bind the State Library in any manner whatsoever.
 4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.
 5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
 6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.
 7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date,

whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.
9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. or this purpose, the following contact information is provided below:

**Monterey Park Bruggemeyer
Library
Kristin Olivarez
318 S RAMONA AVE
Monterey Park, 91754
626-307-1412
kolivarez@montereypark.ca.gov**

**California State Library
Monica Rivas
900 N Street
Sacramento, CA 95814
916-603-7159
monica.rivas@library.ca.gov**

1. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.
2. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.
3. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, et seq.) Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.
4. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.
5. Dispute Resolution: In the event of a dispute, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor,

the Grantee shall continue with its responsibilities under this Agreement during any dispute.

6. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et. seq.*) and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about all the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The Grantee's policy of maintaining a drug-free workplace.
 - 3) Any available counseling, rehabilitation and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
 - c. Require that every employee who works on the Agreement will:
 - 1) Receive a copy of the Grantee's drug-free workplace policy statement.
 - 2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.
7. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.
8. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.
9. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.
10. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to

terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

11. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.
12. Failure to Perform: The grant being utilized by the Grantee is to benefit the Zip Books. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold.
13. Federal and State Taxes: The State Library shall not:
 - a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
 - b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
 - c. Withhold Federal or State income taxes from Grantee's paymentsGrantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.
14. Force Majeure: Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.
15. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds,

including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

16. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.
17. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.
18. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and, in a manner, consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.
19. Grantee: the government or legal entity to which a grant is awarded, and which is accountable to the California State Library for the use of the funds provided.
 - a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper use of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.
20. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.
21. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
22. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be

devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award and is not required to provide training in connection with this Agreement.

23. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
24. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:
- a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
 - b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.
25. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed \$ 5664 and shall be expended/encumbered in the designated award period.

During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

26. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.

27. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Grantee shall permit access by representatives of the Department of Civil Rights and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

28. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

- a. **Electronic Mail (E-mail)**: When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to

the last e-mail address of the recipient known to the party giving notice.
 Notice is effective upon transmission.

- d. **Personally:** When delivered personally to the recipient's physical address as stated in this Agreement.
- e. **U.S. Mail:** Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.

29. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- a. Grant Agreement Coversheet and any Amendments thereto
- b. Terms and Conditions
- c. Procedures and Requirements
- d. Certificate of Compliance
- e. Project Summary
- f. Grantee's Application (including Budget and Activities Timeline)
- g. All other attachments hereto, including any that are incorporated by reference.

30. Payment:

- a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain

such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.

- c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.
- d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.
- e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the [California State Administrative Manual](#) (see Exhibit C or contact the Grant Monitor for more information).
- f. Payment will be made only to the Grantee.
- g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.

31. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

32. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.

33. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.

34. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq.*

35. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.
36. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq.* This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.
37. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.
38. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.
39. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
40. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.

41. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.

- a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
- b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
- c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.
- d. The final 10% of the grant award (if applicable) is payable only upon approval of all final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
- e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
 - o \$ 5664 upon execution of the agreement and submission of claim by the grantee organization.
 - o If applicable, second payment will be made after the submission and approval of the first reports and receipt of claim form in the amount of \$ 0
 - o If applicable, final payment will be made upon approval of all final reports and receipt of claim form in the amount of 0.

42. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

43. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.
44. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.
45. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.
46. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.
47. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.
- Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.
48. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed

by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

49. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.
50. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.



EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount 5664. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
6. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code § 12990 (a-f) and CCR, Title 2, Section 11102).
7. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et. seq.)

- 8. **CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code § 10410):

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

- a. For the two-year period from the date, he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date, he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as

the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code § 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

9. **LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).
10. **AMERICANS WITH DISABILITIES ACT:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et. seq.*)
11. **RESOLUTION:** For awards totaling \$350,000 or more, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
12. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.
13. **DRUG FREE WORKPLACE:**
 - a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
 - b. This includes but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.
14. **ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.

Monterey Park Bruggemeyer Library
ZIP 24-52 Monterey Park Bruggemeyer Library
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- 15. NON-DISCRIMINATION:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with all California non-discrimination laws.
- 16. ACKNOWLEDGEMENT:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with California State Library acknowledgement requirements.

In Process

Monterey Park Bruggemeyer Library
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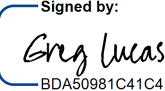
Certification

ORGANIZATION	
Name: Monterey Park Bruggemeyer Library	Address (official and complete): 318 S. Ramona Ave., Monterey Park, CA 91754
PROJECT COORDINATOR	
Name: kristin olivarez	
Email: kolivarez@montereypark.ca.gov	Phone: 626-307-1412
GRANTTEE AUTHORIZED REPRESENTATIVE	
Name: kristin olivarez	Title: City Librarian
Email: kolivarez@MontereyPark.ca.gov	Phone: 626-307-1412
Signature: Signed by:  A7044E7B83F84F0...	Date: 10/3/2024

Monterey Park Bruggemeyer Library
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Authorized Representative Signature

ORGANIZATION	
Name: Monterey Park Bruggemeyer Library	Address (official and complete): 318 S. Ramona Ave., Monterey Park, CA 91754
AUTHORIZED REPRESENTATIVE	
Signature:  Signed by: Kristin Olivarez A7044E7B83F84F0...	Date: 10/3/2024
Printed Name of Person Signing: Kristin Olivarez	Title: City Librarian
STATE OF CALIFORNIA	
Agency Name: California State Library	Address: 900 N Street, Sacramento, CA 95814
Signature:  Signed by: Greg Lucas BDA50981C41C416...	Date: 10/2/2024
Printed Name of Person Signing: Greg Lucas	Title: California State Librarian

Monterey Park Bruggemeyer Library
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April 25, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Annly Roman
California State Library
900 N Street
Sacramento, CA 95814



**CALIFORNIA LIBRARY SERVICES ACT
FINANCIAL CLAIM
PAYMENT IN FULL**

Grant Award #: ZIP24-52 **Date:** 10/3/2024

Invoice #: ZIP24-52-01 **PO #:** 7753

Payee Name: City of Monterey Park
(Legal name of authorized agency to receive, disburse and account for funds*)

Complete Address: 320 W. Newmark Ave, Monterey Park, CA 91754
Street Address, City, State, Zip Code (Warrant will be mailed to this address)

Amount Claimed: \$5,664 **Type of Payment:**
(Payable Upon Execution of Agreement) ☐ PROGRESS

Grantee Name: Monterey Park Bruggemeyer Library ☐ FINAL
(Name on Award Letter and Agreement) ☒ IN FULL

Project Title: Zip Books Project ☐ AUGMENT

For Period From: upon execution to end of grant period

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By 
A7044E7B83F84F0...
(Signature of the Authorized Representative)
kristin olivarez
(Print Name)

City Librarian
(Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at stategrants.fiscal@library.ca.gov.

State of California, State Library Fiscal Office

ENY: 2024
PURCHASING AUTHORITY NUMBER: CSL-6120
COA: 5432000
FAIN: LS or N/A

ITEM NO: 6120-211-0001, Chapter 22, Statutes of 2024
REPORTING STRUCTURE: 61202000
PROGRAM #: 5312

By _____ Date _____
(State Library Representative)

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information**NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2)☐ **SOLE PROPRIETOR / INDIVIDUAL**☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*☐ **PARTNERSHIP**☐ **ESTATE OR TRUST****CORPORATION** (see instructions on page 2)☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)☐ **LEGAL** (e.g., attorney services)☐ **EXEMPT** (e.g., nonprofit)☐ **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions)☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.☐ No services performed in California☐ Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency****Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE**

Ca. State Library

UNIT/SECTION

Admin/Accounting

MAILING ADDRESS

900 N Street

FAX**TELEPHONE** (include area code)

916-603-7157

CITY

Sacramento

STATE

CA

ZIP CODE

95814

E-MAIL ADDRESS

accounting@library.ca.gov

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900
For hearing impaired with TDD, call: 1-800-822-6268

E-mail address: wscs.gen@ftb.ca.gov
Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.



City Council Staff Report

DATE: October 16, 2024

AGENDA ITEM NO: Consent Calendar - 3G

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: Urban Forest Master Plan and Resolution updating the City's Parkway and Planting Easement Maintenance Standards

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receiving and filing the Urban Forest Master Plan (UFMP);
2. Adopting a Resolution amending Resolution 10541 updating the City's Parkway and Planting Easement Maintenance Standards; and
3. Taking such additional, related, action that may be desirable.

CEQA:

The item is exempt from the California Environment Quality Act (CEQA) per CEQA Guidelines. Taking the recommended action would not result in a direct or physical change in the environment, and accordingly, does not qualify as a "project" under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, et seq.; "CEQA") or CEQA regulations (Cal. Code Regs. tit. 14, §§ 15000, et seq.; see Cal. Code Regs. tit. 14, §§ 15061(b)(3), 15378).

EXECUTIVE SUMMARY:

The Urban Forest Master Plan (UFMP) is a strategic plan that establishes a vision with industry established principles that address the City's entire urban forest composed of both private and public trees. The UFMP is intended to provide City officials, City staff, and members of the community with guidance, best practices, and standards to maintain a sustainable and healthy urban forest. Staff recommends City Council receive and file the UFMP prepared by West Coast Arborist, the City's tree maintenance and management contractor. Additionally, it is recommended that City Council adopt a Resolution updating the City's Parkway and Planting Easement Maintenance Standards to better align with UFMP's management standards.

BACKGROUND:

Since 1997, under the direction and supervision of the Public Works Department, the Monterey Park City tree inventory has been inspected, surveyed, serviced, and maintained by West Coast Arborists, Inc. of Anaheim, CA. (WCA).

In the Fall of 2023, staff engaged with WCA to develop a master plan for the entire City tree inventory. The goal was to capture the current state of the inventory, then to establish goals, recommendations and guidance, creating a vision that would thoughtfully and purposefully maintain City trees as an integral part of a thriving ecosystem enjoyed and shared by the entire community. The UFMP is based on current scientific understandings and best management practices developed for tree care by the International Society of Arboriculture (ISA) and the American National Standards Institute (ANSI). The proposed UFMP operates under the basis of a healthy and vibrant urban forest being a vital component of any elevated quality of life measurement. The UFMP is a living document that may periodically be updated and adapted to reflect urban forest conditions, climate fluctuations, scientific research, and industry understandings and practices.

Review of the City's tree inventory identified 7,359 trees in the City of Monterey Park Urban Forest, consisting of 161 species. This number reflects an 83% usage of identified, inventoried, and established planting sites. Monterey Park currently has 1,417 identified and inventoried vacant sites. The UFMP identifies all inventory details by City grids, and provides recommendations and guidance towards the maintenance of all current inventory and the planting of identified vacant sites.

The benefits of a properly maintained urban forest include beautification to the overall City landscape, air quality improvement, the absorption of carbon dioxide and greenhouse gasses, providing windbreaks and sound barriers, providing habitat for wildlife, providing shade for homes, businesses, public right of ways and parks, capturing stormwater, and reducing soil erosion. Additionally, numerous studies have shown that trees have a positive impact on mental and physical health. The UFMP reinforces the City's responsibility to manage the urban forest to preserve and enhance this valuable community resource for the good of the environment and the economy, while keeping in mind the health and well-being of current residents and future generations.

The UFMP is not only a guiding document for the management of forestry in the community, but it also supports the City's Sustainability plan, which calls for nature-based development programs that contribute to urban greening. Specifically, strategy N2 encourages gradually increasing the number of trees in the City with annual tree planting initiatives as trees can help reduce urban heat island effects by shading building surfaces, deflecting radiation from the sun, and releasing moisture into the atmosphere.

It is recommended that City Council receive and file the UFMP which establishes goals and objectives, with measurable and achievable targets designed to maximize the benefits of trees for all who live, work, and visit the City of Monterey Park. Additionally, it is recommended that City Council adopt a Resolution updating the City's Parkway and Planting Easement Maintenance Standards to better align with UFMP's management standards. The City first adopted Parkway and Planting Easement Maintenance Standards on September 20, 2000, via Resolution 10541. Updated standards provide

Staff Report

Page 3 of 3

October 16, 2024

guidance to existing and future developments in residential, commercial and business areas regarding the maintenance of portions of property in the public right-of-way.

2024-25 STRATEGIC PLAN GOAL:

The proposed UFMP meets the City's goal to maintain, build and modernize infrastructure and facilitates to support the current and future needs of our City and community. Adopting a plan to manage the City's urban forest provides staff the proper guidance for the maintenance of current and future inventory.

FISCAL IMPACT:

There is no fiscal impact associated with the proposed Council actions. Future actions impacting the urban forest will require the development of formal plans and funding allocation requests, which will be presented to City Council for consideration.

Respectfully submitted by:



Shawn Iggoe
Director of Public Works

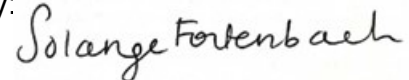
Approved by:



Inez Alvarez
City Manager

Approved as to Form: Karl H Berger, City Attorney

Reviewed by:



Solange Fortenbach
Deputy City Attorney

ATTACHMENT:

1. Urban Forest Master Plan
2. Resolution

ATTACHMENT 1

URBAN FOREST MASTER PLAN

Click here to download the Urban Forest Master Plan
[WCA – Urban Forest Management Plan](#)

ATTACHMENT 2 RESOLUTION

RESOLUTION NO.

A RESOLUTION AMENDING RESOLUTION 10541 TO UPDATE PARKWAY AND PLANTING EASEMENT MAINTENANCE STANDARDS

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 of Monterey Park ("City") has authority over certain easements and parkways and requires property owners to properly maintain these areas;
- B. The City and the property owners both have a mutual benefit to keep these areas maintained;
- C. The City acknowledged the importance of properly maintained parkways and planting easement areas and adopted Resolution 10541 establishing Parkway and Planting Easement Maintenance Standards ("Standards");
- D. The City desires to update the Standards in order to maintain and/or increase the value, both economically and aesthetically of the properties in Monterey Park;
- E. These Standards shall promote the overall public health, safety, welfare, and improvement of the environment.

SECTION 2: The City adopts updated Parkway and Planting Easement Maintenance Standards, and directs staff to enforce these standards as it relates to their divisions. The standards shall be adopted as listed in Exhibit A.

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.

(Mayor signature and attestation must be on the same page.)

PASSED AND ADOPTED this ____ day of _____, 2024.

Thomas Wong, Mayor

Attest:

Maychelle Yee, City Clerk

Approved as to Form: Karl H. Berger, City Attorney

Reviewed by:

Solange Fortenbach

Solange Fortenbach, Deputy City Attorney

EXHIBIT A

PARKWAY AND EASEMENT PLANTING AND MAINTENANCE STANDARDS

Section One

The following standards apply to all properties within the public right-of-way, encompassing both existing and future developments in residential, commercial, and business areas. It is the responsibility of the adjacent property owner to maintain these areas in accordance with the established standards. These standards aim to preserve the economic and aesthetic value of the property and surrounding areas while promoting public health, safety, welfare, and environmental improvement within the City. It is anticipated that adherence to these standards will enhance the quality of life for all residents and workers in Monterey Park. For any new construction or rehabilitation of existing structures that exceed one-third (1/3) of the assessed value, landscape plans must be submitted to the Building Division for approval during the plan check process. All existing properties are required to maintain the parkway in a clean condition, free from litter, trash, debris, and bulky items. Property owners must also ensure that landscaping and irrigation systems are kept in good condition, properly maintained, and free of weeds. No landscaped parkway or planting easement area shall be reduced or eliminated without prior approval from the Public Works Director or their designee.

A. Hardscape

The installation of hardscape materials must receive approval from the Public Works Director. Hardscape is defined as any material—including asphalt, concrete, wood,

railroad ties, bricks, blocks, pavers, and rocks—used to cover parkways or planting easements within the public right-of-way. Hardscape must be designed to ensure pedestrian accessibility and should not obstruct the movement of pedestrians in these areas. It must also maintain clear visibility for both pedestrians and motorists, particularly near crosswalks, driveways, or alleys. A minimum clearance of two feet must be maintained on each side of all City street trees. Additionally, hardscape should not impede the proper functioning of any City or utility infrastructure.

B. Irrigation

All landscaped areas shall be equipped with an irrigation system designed and installed to ensure comprehensive coverage while prioritizing water conservation. The system must be designed to prevent overspray onto sidewalks or streets and must comply with the City's Water Efficiency Requirements. Although drip irrigation is encouraged, it must be installed in a manner that avoids creating trip hazards. The property owner is responsible for maintaining the irrigation system to ensure it operates as intended.

C. Ground Cover

Ground cover shall be classified into two categories: live, growing plant material and processed materials intended for decorative purposes in open spaces. Processed materials such as wood chips, loose rocks, and mulch are encouraged as accents or fillers. Ground cover is prohibited from growing on or attaching to any City or public utility property, including streets, sidewalks, telephone poles, light poles, fire

hydrants, and trees. Ground cover areas must be kept clean and free of weeds. The property owner is responsible for ensuring that all vegetation is maintained in a healthy condition.

D. Shrubs

Shrubs may be utilized but must be maintained at a maximum height of 24 inches above curb level to ensure safe visual clearance for vehicles and pedestrians. They are prohibited from growing on or attaching to any City or public utility property. Additionally, shrubs must be positioned at a sufficient distance to allow for the proper functioning and maintenance of City or public utility infrastructure, including fire hydrants, poles, trees, water equipment, and mailboxes. Shrubs must remain within their designated area and should not encroach upon sidewalks or streets. The property owner is responsible for ensuring that all shrubs are kept in a healthy condition.

E. Trees

Only trees planted by the City of Monterey Park or its designated representatives are permitted in city parkways or planting easements. All new plantings must adhere to the planting guidelines outlined in the Monterey Park Urban Forest Master Plan (UFMP) as established by the Public Works Department. The minimum size for newly planted trees is a fifteen-gallon container, and they must be of the single trunk variety. Larger sizes may be required for commercial or business areas or specific projects. All new trees must be installed with a root barrier approved by the Public Works

Director or their designee. Alterations, modifications, trimming, or removal of trees located in parkways or planting easements can only be performed by City staff or designated personnel, in accordance with MPMC § 9.63. Property owners and residents are not permitted to trim or alter these trees, except for the removal of branches or suckers at the base of the tree and within the tree wells. Property owners are responsible for removing weeds and debris from all tree wells. Private trees must not encroach upon the public right-of-way and must be maintained at a height sufficient to ensure pedestrian and vehicle clearance as deemed satisfactory by the City. Overgrown trees or shrubs must not obstruct drivers' visibility or block any traffic control devices or signs. Tree wells must remain free of weeds and litter, which is the responsibility of the property owners.



City Council Staff Report

DATE: October 16, 2024

AGENDA ITEM NO: Consent Calendar - 3H

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: Receive and File Staff Report Summarizing the Status of the Emergency Replacement of the HVAC System at the Langley Senior Citizen Center

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receiving and Filing the staff report summarizing the status of the emergency replacement of the HVAC system at the Langley Senior Citizen Center; and
2. Taking such additional, related, action that may be desirable.

BACKGROUND:

On September 18, 2024, City Council adopted Resolution No. 2024-R76 authorizing the City Manager to take necessary measures for the emergency replacement of the HVAC system at the Langley Senior Citizen Center. The HVAC unit services the main room used for the daily senior lunch program and public events. Additionally, the Langley Senior Citizen Center is a designated cooling center. The system is 19 years old and has exceeded its expected life span of 10 to 15 years. It is beyond repair, currently operating at 50% capacity, and in need of immediate replacement.

Staff obtained a quote from Carrier Global Corporation through Sigler Wholesale Distributors, for one Packaged Rooftop Heat Pump Unit and curb adapter for \$28,730.74 and a quote from Westco Service Company for installation of the equipment for \$34,249.

The City ordered the replacement HVAC unit from Sigler Wholesale Distributors on September 19, 2024. The City has sought Westco Service Company's services for the installation of the replacement unit. The installation is currently scheduled to be completed the week of October 14th. Westco's scope of work includes providing a crane and removal and disposal of the existing unit; installation of the City provided Carrier AC rooftop package unit, including all electrical and control wiring; securing the unit to the existing platform; starting and testing. Installation is to occur immediately upon arrival of the replacement HVAC unit.

FISCAL IMPACT:

The project is being funded by the General Fund. The estimated cost of the project is \$75,000.

Respectfully submitted by:

Reviewed by:



Shawn Igoe
Director of Public Works



Martha Garcia
Director of Finance

Approved by:

Reviewed by:



Inez Alvarez
City Manager



Justin A. Tamayo
Deputy City Attorney

ATTACHMENT:

None.



City Council Staff Report

DATE: October 16, 2024

AGENDA ITEM NO: Public Hearing - 4A

TO: The Honorable Mayor and City Council
FROM: Jessica Serrano, Director of Community Development
SUBJECT: A Public Hearing to consider introducing an ordinance approving a Development Agreement (DA-24-01) by and between the City of Monterey Park and Atlantic Square, LLC (TRC) to facilitate improvements on and adjacent to the Atlantic Square Shopping Center located at 2100 South Atlantic Boulevard; to activate the Business Recovery Development Agreement Zone ("BRDZ") in Monterey Park Municipal Code Chapter 21.45; and to amend the zone map (ZA-24-02).

RECOMMENDATION:

It is recommended that the City Council consider:

1. Opening the public hearing;
2. Receiving documentary and testimonial evidence;
3. Closing the public hearing;
4. Introducing and waiving first reading of an ordinance adopting DA-24-01 and amending the zoning map (ZA-24-02). Second reading and adoption would occur on November 6, 2024. The DA would become effective December 6, 2024; and
5. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

The City conducted an environmental review of the proposed project under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*), and the CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq.*) ("CEQA") and determined it is categorically exempt pursuant to CEQA Guidelines § 15302 as a Class 2, replacement or reconstruction project. Under CEQA Guidelines § 15004(b)(4), this Development Agreement comprises a preliminary agreement not subject to CEQA insofar as the Intersection Improvements and New Drive-Thru are concerned.

EXECUTIVE SUMMARY:

By letter dated December 22, 2023, the owner of the Atlantic Square shopping center located at 2100 S. Atlantic Boulevard ("Shopping Center"), Atlantic Square, LLC, d/b/a/ TRC ("TRC") submitted an application to the City to amend the existing Conditional Use Permit (CUP) that governs the development and types of uses allowed at the shopping center. The existing CUP was issued in 1989 (with subsequent amendments).

Starting in 2023, the City Council considered the Shopping Center in a series of meetings. On March 26, 2024, the City Council created an ad hoc committee (comprised of Mayor Thomas Wong and Council Member Jose Sanchez) to meet with TRC representatives regarding the Shopping Center's future. Following those meetings, the City Manager, City Attorney, and other officials negotiated the proposed Development Agreement between the City and TRC.

TYPE OF ACTION (LEGISLATIVE)

Decision-Making Body: The City Council is the planning agency for this project pursuant to Monterey Park Municipal Code ("MPMC") § 2.56.020(c). Additionally, the City Council is the sole decision-maker regarding activating the Business Recover Development Zone ("BRDZ") pursuant to MPMC § 21.45.020(G).

Legislative: The recommended action includes an amendment to the zoning (the "BRDZ") via an Ordinance. In considering such actions, the City Council acts in its discretionary legislative capacity (formulating rules that apply to all future cases). For the proposed zone change, the City Council must make these findings (MPMC § 21.38.050):

- That the proposed zone change is consistent with the goals, policies, and objectives of the General Plan;
- That the proposed zone change will not adversely affect surrounding properties; and
- That the proposed zone change promotes public health, safety, and general welfare and serves the goals and purposes of the MPMC's zoning regulations.

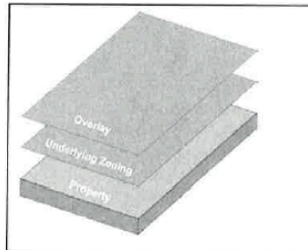
These findings are included in the draft Ordinance; the facts upon which these findings rely are also included with the draft documents.

BACKGROUND:

If approved, the Development Agreement would both establish zoning for the Shopping Center (by activating the BRDZ as authorized by MPMC Chapter 21.45) and obligate TRC to develop certain uses (and buildings). This would reconcile the City Council's concerns (expressed during multiple public meetings) regarding the lack of development in the Shopping Center's north end with TRC's desire to update its land use approvals to meet current economic conditions. This circumstance is one of the reasons that the City Council adopted the BRDZ in 2020 as part of the 2020 Monterey Park Business Recovery Program. As outlined in the City Council's July 15, 2020 Staff Report:

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

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



activated.

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

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

Here, the proposed Development Agreement for the Shopping Center would activate the BRDZ and govern the following:

- TRC may, at its own expense, construct a new traffic signal where Atlantic Boulevard intersects the northern portion of the Shopping Center.
- TRC will develop plans for a new drive drive-thru restaurant facility within the Shopping Center.
- TRC may add new restaurant, commercial and entertainment uses to the Shopping Center with the allowable use and development standards appropriate for each. The uses are described in detail in Attached Exhibits D and E.
- The term of the Development Agreement would be five years from the date of execution.

Additionally, TRC would cause demolition of existing Building A and provide for improvements to Building C – both included in Exhibit H of the draft Development Agreement.

The Development Agreement identifies the following public benefits:

- Development of new and relevant land uses within the Shopping Center that is currently vacant.
- Development of land uses that will complement surrounding commercial land uses with low impacts on existing infrastructure and minimal burdens on surrounding properties.
- Generation of additional sales tax and property tax.
- Improvement of the public right of way along South Atlantic Avenue.
- Installation of enhanced landscaping along the Shopping Center's northern portion and right of way.
- Construction of a traffic signal and other intersection improvements adjacent to the north side of the Shopping Center.

In addition to these public benefits, the Development Agreement would address a long-standing City goal of improving the Shopping Center in the City that the City Council previously identified as a development priority.

2024-25 STRATEGIC PLAN GOAL:

This project meets the strategic plan goal to "Strengthen our local economy and enhance housing opportunities" because the Development Agreement and zone change would facilitate enhancements to Atlantic Square which would improve the aesthetic appearance of the Shopping Center, help fill vacancies, attract more businesses, and positively impact the City's local economy.

FISCAL IMPACT:

All costs associated with the Project are borne by TRC. It is paying for all costs associated with processing the Project application and is financially responsible for all improvements allowed via the Development Agreement including, without limitation, a proposed traffic signal. Future benefits include anticipated increases to sales tax revenue for the City.

Respectfully submitted by:



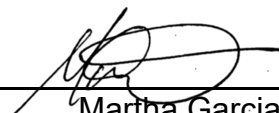
Jessica Serrano
Director of Community
Development

Prepared by:



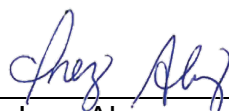
Jeffrey L. Stewart
Willdan Engineering

Reviewed by:



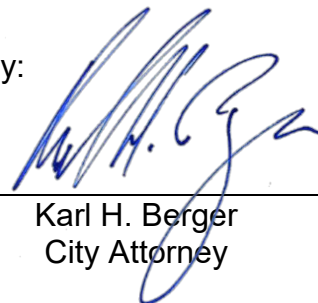
Martha Garcia
Director of Finance

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT:

1. Ordinance No. _____, including Draft Development Agreement between City and TRC and attachments referenced in the staff report.
2. Map of Atlantic Square area referenced in the staff report.

ATTACHMENT 1

Ordinance No. _____, including Draft
Development Agreement between City and TRC
and attachments referenced in the staff report

ORDINANCE NO. _____

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MONTEREY PARK AND ATLANTIC SQUARE, LLC, D/B/A TRC, A DELAWARE LIMITED LIABILITY COMPANY, TO FACILITATE DEVELOPMENT OF AN EXISTING SHOPPING CENTER; AND TO ACTIVATE THE BUSINESS RECOVERY DEVELOPMENT AGREEMENT ZONE (“BRDZ”) IN MONTEREY PARK MUNICIPAL CODE CHAPTER 21.45.

THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:

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

- A. Atlantic Square, LLC, d/b/a TRC, a Delaware limited liability company (“Developer”) proposes to enter into a development agreement with the City of Monterey Park (the “Development Agreement”), which is attached to this Ordinance as Exhibit “A,” and incorporated by reference.
- B. The Development Agreement activates the Business Recovery Development Agreement Zone (“BRDZ”) which allows the Developer to add new restaurant, commercial, and entertainment uses (the “Project”) to an existing shopping center commonly known as “Atlantic Square” (the “Property”). The proposed Project was reviewed by the City for, in part, consistency with the General Plan and conformity with the MPMC;
- C. In addition, the City reviewed the Project’s environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the “CEQA Guidelines”);
- D. The City completed its review and scheduled a public hearing regarding the proposed Project, before the City Council for October 16, 2024. Notice of the public hearing on the proposed Project was posted and mailed as required by the MPMC;
- E. On October 16, 2024, the City Council conducted a public hearing to consider the Project including, without limitation, this Ordinance and the Development Agreement;
- F. The City Council reviewed the proposed project, conditions of approval, and related environmental aspects of the Project as required by the MPMC at the October 16, 2024 public hearing; and

- G. The City Council has carefully considered all pertinent testimony and the staff report offered in the case as presented at the public hearing of October 16, 2024; and
- H. This Ordinance, and its findings, are based upon the entire administrative record considered during the October 16, 2024 public hearing including, without limitation, the staff report and accompanying documents.

SECTION 2. Findings. Pursuant to Government Code § 65867.5, the City Council finds the following:

- A. The Development Agreement is consistent with the General Plan of the City of Monterey Park. The Development Agreement furthers the goals of the General Plan and is in the interest of the general community welfare in that the Development Agreement will, among other things, facilitate the development of the subject site that is currently improved but is experiencing significant vacancies and is underutilized, which is consistent with the following General Plan policies:
 - 1. LU Policy 1.1 – to ensure zoning regulations provide flexibility regarding allowed uses.
 - 2. LU Policy 2.1 – to provide flexible and clear development standards to allow commercial, professional, industrial institutional, and hospitality businesses and uses to expand and thrive economically.
 - 3. LU Policy 10.1 – Ensure zoning regulations provide flexibility regarding allowed uses.
- B. The Development Agreement also provides certainty in planning and construction as well as orderly development, while providing assurance to the Applicant that it may construct the Project.

SECTION 3. Environmental Review. The City conducted an environmental review of the Project under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq.), and the CEQA Guidelines (14 California Code of Regulations §§ 15000, et seq.) (“CEQA”) and determined it is categorically exempt pursuant to CEQA Guidelines § 15302 as a Class 2, replacement or reconstruction project. Under CEQA Guidelines § 15004(b)(4), the Development Agreement comprises a preliminary agreement not subject to CEQA insofar as the Intersection Improvements and New Drive-Thru are concerned.

SECTION 4. Notice of Determination. The City Manager, or designee, is directed to file a notice of determination in accordance with CEQA §§ 21152, 21167(f); CEQA Guidelines § 15094; and any other applicable law.

SECTION 5. General Plan and Zoning. The proposed project conforms to the Monterey Park General Plan, as set forth in Section 2. In addition, the proposed Project is anticipated to increase commercial and retail uses – including eateries – within an underutilized portion of the existing Atlantic Square shopping center (the “Shopping Center”).

SECTION 6. Public Benefits. The Development Agreement provides for public benefits including, without limitation:

- A. Development of new and relevant land uses within the Shopping Center that is currently experiencing vacant buildings.
- B. Development of land uses that will complement surrounding commercial land uses with low impacts on existing infrastructure and minimal burdens on surrounding properties.
- C. Generation of additional sales tax and property tax.
- D. Improvement of the public right of way along South Atlantic Avenue.
- E. Installation of enhanced landscaping along the Shopping Center’s northern portion and right of way.
- F. Construction of a traffic signal and other intersection improvements adjacent to the north side of the Shopping Center.

SECTION 7. Incorporation of Development Agreement; Changes; Execution. In accordance with Government Code §§ 65864, *et seq.* this Ordinance approves the Development Agreement in substantially the form attached as Exhibit “A,” and incorporated into this Ordinance by reference.

- A. The Development Agreement may be changed before execution as authorized by the City Council during the public hearings for the Project.
- B. The Development Agreement may be changed before execution for minor clarifications and technical, clerical, corrections as approved by the City Attorney including, without limitation, completion of references, status of planning approvals, and completion and conformity of all exhibits to the Development Agreement.
- C. The City Council authorizes the Mayor to execute the Development Agreement on the City’s behalf in a form approved by the City Attorney. The City Manager, or designee, is authorized to execute amendments or operating

memoranda as permitted by the Development Agreement, in a form approved by the City Attorney.

SECTION 8. *BRDZ Activation.* Pursuant to MPMC § 21.45, the BRDZ is activated for the Project Site identified in the DA. Combined with the regulations governing the Project Site by the MPMC and this Ordinance, the DA will regulate all land uses on the Project Site.

SECTION 9. *Zone Map Amendment.* Pursuant to MPMC § 21.45.020 (F), the Monterey Park Zoning Map is amended to reflect the BRDZ overlays as set forth in attached Exhibit “B,” which is incorporated by reference.

SECTION 10. *Construction.* This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council’s intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 11. *Enforceability.* Repeal of any provision of the Monterey Park Municipal Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance’s effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 12. *Reliance on Record.* Each and every one of the findings and determinations in this Ordinance are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the matter. The determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 13. *Limitations.* The City Council’s analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council’s lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City’s ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 14. *Severability.* If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 15. *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 16. *Publications.* The City Clerk is directed to certify the passage and adoption of this Ordinance; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 17. *Recording.* The City Clerk is directed to certify the passage and adoption of this Ordinance, cause it to be entered into the City of Monterey Park's book of original ordinances, make a note of the passage and adoption in the records of this meeting, and, within fifteen days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 18. *Effective Date.* This Ordinance becomes effective on the 30th day following its passage and adoption.

ORDINANCE NO. [REDACTED] HAD ITS FIRST READING ON OCTOBER 16, 2024, ITS SECOND READING ON NOVEMBER 6, 2024 AND WAS DULY PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MONTEREY PARK AT ITS REGULAR MEETING OF OCTOBER 16, 2024.

Thomas Wong, Mayor

ATTEST:

Maychelle Yee, City Clerk

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

**Exhibit A: Development Agreement - DA 24-01
Exhibit B: Zone Map Amendment - ZA 24-02**

EXHIBIT “A”

Development Agreement – DA 24-01

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF MONTEREY PARK
320 West Newmark Avenue
Monterey Park, CA 91754

Attention: City Clerk

EXEMPT FROM RECORDER'S FEES

Pursuant to Government Code § 6103

(Space Above For Recorder's Use)

DEVELOPMENT AGREEMENT

By And Among

City of Monterey Park

And

Atlantic Square, LLC

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this “Agreement”) is entered into as of the Effective Date (defined below) by and between (1) the CITY OF MONTEREY PARK, a general law city and municipal corporation (“City”), and (2) ATLANTIC SQUARE, LLC, d/b/a TRC, a Delaware limited liability company (“TRC” or “Developer”), as follows:

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs and risk of development, the California Legislature enacted Government Code §§65864, *et seq.* (“Development Agreement Statute”). The Development Agreement Statute authorizes City to enter into binding development agreements with developers having a legal or equitable interest in real property, establishing certain development rights in such property.

B. Pursuant to the Development Agreement Statute, City adopted regulations implementing the Development Agreement Statute as codified in the Monterey Park Municipal Code (“MPMC”).¹ This Agreement was processed and approved in accordance with the Development Agreement Statute and MPMC.

C. TRC owns and operates the Atlantic Square Shopping Center (the “Shopping Center”) at 2100 S. Atlantic Boulevard, Monterey Park, CA 91754. The real property comprising the Shopping Center is legally described in attached Exhibit A, which is incorporated by reference (the “Property”).

D. Developer proposes to implement or allow tenants or others to implement various improvements at the Shopping Center and for City to consider whether to implement certain improvements adjacent to, and serving, the Shopping Center, and for City to consider whether to approve certain entitlements for the Shopping Center, as follows (together, these comprise the “Combined Improvements”):

1. Developer will apply for City approval of a new signalized intersection as generally depicted in attached Exhibit B, which is incorporated by reference (“Intersection Improvements”). The Parties acknowledge that the Intersection Improvements may, at Developer’s option, be undertaken by Developer’s tenant or other entity, in which case Developer must cause such tenant or other entity to comply with all applicable provisions of this Agreement.

2. Developer will apply for City approval of a new drive-thru restaurant use within the Shopping Center as generally depicted in attached Exhibit C, which is incorporated by reference (“New Drive-Thru”). The Parties acknowledge that the New Drive-Thru may, at Developer’s option, be undertaken by Developer’s tenant or other entity, in which case Developer must cause such tenant or other entity to comply with all applicable provisions of this Agreement.

¹ See MPMC Chapter 21.44.

3. This Agreement allows certain restaurant, commercial, entertainment and other uses at the Shopping Center and imposes custom development standards appropriate for each, all in accordance with the allowable uses and development standards described in attached Exhibits D (“Atlantic Square Allowable Uses (BRDZ)”) and E (“Atlantic Square Development Standards (BRDZ)”), which are incorporated by reference. Developer anticipates remodeling and reconstructing Building C to accommodate such uses, as generally described in Exhibit H (collectively, the “Shopping Center Modernization Improvements” project), which is incorporated by reference.

E. City and Developer determined a development agreement is appropriate for the Combined Improvements to activate the Business Recovery Development Agreement Zone (“BDRZ”).²

F. The City Council determined that the Shopping Center Modernization Improvements and, if approved by City, the Intersection Improvements and New Drive-Thru will provide certain public benefits to warrant entering into this Agreement. Those benefits are listed in Section 5.1 of this Agreement. In addition, this Agreement will facilitate orderly growth and quality development of the Combined Improvements in conformance with the goals and policies of the Monterey Park General Plan, Land Use Element.³

H. City conducted an environmental review of the Shopping Center Modernization Improvements project under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*), and the CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq.*) (“CEQA”) and determined it is categorically exempt pursuant to CEQA Guidelines § 15302 as a Class 2, replacement or reconstruction project. Under CEQA Guidelines § 15004(b)(4), this Development Agreement comprises a preliminary agreement not subject to CEQA insofar as the Intersection Improvements and New Drive-Thru are concerned.

I. Pursuant to MPMC § 2.56.020(c), the City Council found this Agreement and its purposes are consistent with the goals, policies, standards, and land use designations specified in the Monterey Park General Plan and will provide for an orderly development of the Shopping Center Modernization Improvements and, if approved, the Intersection Improvements and New Drive-Thru in accordance with the objectives set forth in the Monterey Park General Plan and MPMC.

J. On _____ 2024, the City Council adopted Ordinance No. _____ approving this Agreement including rezoning of the Property as BRDZ (the “Initial Project Approvals” for the Shopping Center Modernization Combined Improvements). The Initial Project Approvals became effective on _____ 2024.

K. The term or duration of this Agreement has a commensurate relationship to the benefit(s) provided to City.

² As codified in MPMC Chapter 21.45.

³ As adopted pursuant to Measure JJ on November 3, 2020.

ARTICLE 1

DEFINITIONS

1.1. Unless the contrary is stated or clearly appears from the context, the following definitions will govern the construction of the words and phrases used in this Agreement. Words and phrases not defined in this Section have the meaning set forth in this Agreement; the MPMC; the Development Agreement Statute; or in common usage.

1.2. “Applicable Rules” means all of the ordinances, rules, regulations and official policies governing the Combined Improvements as set forth in Article 3. without limitation, the City’s zoning regulations and building regulations, adopted as of the Effective Date. Among other matters, the Applicable Rules set forth and govern the permitted uses of land, the density or intensity of use, subdivision requirements, setbacks, and development standards, the provision for reservation or dedication of land for public purposes, and the design, improvement and construction guidelines, standards and specifications applicable to the development of the Property.

1.3. “CEQA” has the meaning defined in Recital H.

1.4. “City” means the City of Monterey Park and its successors and assigns.

1.5. “City Council” means the City Council of Monterey Park, its governing body.

1.6. “Combined Improvements” has the meaning established in Recital D and the exhibits referenced therein, which are incorporated by reference.

1.7. “Combined Improvements Approvals” has the meaning set forth in Section 3.4.

1.8. “Developer” means, individually, and “Developers” means, collectively, the Parties who have signed this Agreement as Developer, and, subject to the restrictions on assignment set forth herein, successor owners.

1.9. “Development Impact Fees” means fees established and adopted pursuant to the Mitigation Fee Act (Government Code §§ 66000, *et seq.*) and the MPMC. Development Impact Fees do not mean or include Processing Fees. The Development Impact Fees to be paid for the Combined Improvements are set forth in attached Exhibit F, which is incorporated by reference.

1.10. “Development Agreement Regulations” means MPMC Chapter 21.44.

1.11. “Development Agreement Statute” has the meaning set forth in Recital A.

1.12. “Discretionary” means a City action or approval requiring the exercise of judgment, deliberation, or discretion on City’s behalf, including that of any board, agency, commission, officer, or employee in the process of approving or disapproving a particular activity, as distinguished from any ministerial activity which merely requires City to determine whether there has been compliance with statutes, ordinances, or regulations.

1.13. “Effective Date” means _____, which is the date the Term commences and is the date the Initial Project Approvals become effective.

1.14. “General Plan” means the City of Monterey Park General Plan, as it exists as of the Effective Date.

1.15. “Initial Project Approvals” has the meaning set forth in Recital J.

1.16. “Intersection Improvements” has the meaning set forth in Recital D.

1.17. “Minor Change” means changes, modifications, or adjustments which are consistent with the overall intent of the Combined Improvements Approvals and which do not materially alter the overall nature, scope, or design of the Combined Improvements including, without limitation, minor changes in locations of the Combined Improvements Buildings or infrastructure, relocation of no more than 30% of the total approved leasable Combined Improvements Building square footage, the construction or provision of additional parking spaces within the building envelope of any Parking Areas, and/or the configuration of internal circulation elements.

1.18. “New Drive-Thru” has the meaning set forth in Recital D.

1.19. “Party” means, individually, and “Parties” means, collectively, the parties to this Agreement, consisting of City (and its successors and assigns) and Developer (including, subject to the restrictions on assignment set forth herein, successor owners).

1.20. “Processing Fees” means all processing fees and charges required by City that are applied uniformly to all construction or development related activity including, without limitation, fees for land use applications, building permit applications, building permits, grading permits, shoring and excavation permits, hauling permits, encroachment permits, demolition permits, subdivision or parcel maps, lot line adjustments, street vacations, inspections, certificates of occupancy, and plan check. Processing Fees does not mean or include Developer Fees.

1.21.

1.22. “Property” has the meaning set forth in Recital D.

1.23. “Shopping Center Modernization Project” has the meaning set forth in Recital D.

1.24. “Subsequent Permits” is defined in Section 4.1.1.

1.25. “Uniform Codes” means those uniform codes adopted by reference in the MPMC in accordance with Government Code §§ 50022.2, *et seq.* as required by applicable law including, without limitation, Health and Safety Code § 18944.5 and Title 24 of the California Code of Regulations. The Uniform Codes govern building and construction standards including, without limitation, the building, plumbing, electrical, mechanical, grading, sign, and fire standards.

1.26. “Vested Rules” are defined in Section 3.1.

ARTICLE 2

GENERAL PROVISIONS

2.1. Property Subject to This Development Agreement. This Agreement benefits and encumbers the Property. The Property is to be developed with the Shopping Center Modernization Improvements and, if approved by City, the Intersection Improvements and New Drive-Thru, subject to the terms and conditions set forth herein.

2.2. Term of Agreement. The Term of this Agreement commences upon the Effective Date and continues in full force and effect for five years pursuant to MPMC § 21.44.020(E) unless terminated earlier by its terms (“Term”).

ARTICLE 3

APPLICABLE RULES, REGULATIONS, AND POLICIES

3.1. Vested Rules. “Vested Rules” mean, collectively, the ordinances, resolutions, rules, regulations, requirements, and official policies of City in effect as of the Effective Date which govern the following, to the extent applicable to the Property: development agreements; permitted uses; density and building intensity; growth control; zoning designations and regulations; subdivision, improvement, grading, landscaping and signage; design, development, improvement, and construction standards and specifications; standards and requirements for public reservations and dedications, public improvements and facilities; transit, parking, open space, employee housing and affordable housing; standards and requirements for processing of Subsequent Permits (as defined in Section 4.1.1); and the Combined Improvements Approvals described in Section 3.4. The Vested Rules do not include: (i) Uniform Codes, or changes thereto from time to time; (ii) Development Impact Fees or fee calculation methods; or (iii) fees imposed by other governmental agencies, whether or not collected by City on behalf of such agencies. A list of the Vested Rules as of the Effective Date is attached as Exhibit G, and incorporated by reference. Various Subsequent Permits, such as tentative subdivision maps, grading permits and use permits, are or may be required in order to implement the development of the Combined Improvements under the terms of the Vested Rules. In addition, Subsequent Permits, such as a change in zoning

standards, may be desirable due to changes in development products or standards or for other reasons during the Term of this Agreement. This Agreement and the vested right to develop are not intended to preclude changes or additions to the Vested Rules which are mutually acceptable. Developer takes notice pursuant to Government Code § 66020(d) that City is imposing exactions upon the Combined Improvements in accordance with the Mitigation Fee Act (Government Code § 66000, *et seq.*). Developer is informed that it may protest exactions in accordance with Government Code § 66020. Developer knowingly and willingly waives any rights it may have under Government Code § 66020 or any other provision of law to protest the imposition of any fees, dedications, reservations, or exactions imposed on the Combined Improvements as authorized by this Agreement.

3.2. Uniform Codes Not Vested. Section 3.1 does not apply to City's enforcement of the "Uniform Codes" regulating building or construction standards which will apply to the Combined Improvements at the time City issues building permits.

3.3. Changes to the Vested Rules. All Subsequent Permits will be processed in accordance with the procedures, standards, and requirements set forth in the Vested Rules, except to the extent changes to the Vested Rules are proposed by the Subsequent Permit. In that case, the processing of the Subsequent Permit is not subject to the Vested Rules. Any approved Subsequent Permit will be incorporated into (and amend or supplement, as appropriate) the Vested Rules upon adoption by City and approval by the affected Developer. If Developer proposes any amendment or addition to the Vested Rules, then the application therefor will clearly indicate such request, and, if the application is approved by City, then City's action will clearly state the Vested Rules were amended or supplemented. City must consider any such request in its sole discretion. If an amendment or supplement to the Vested Rules is adopted by City other than pursuant to an application by Developer, then it may amend or supplement to Vested Rules only if the affected Developer approved the same in writing.

3.4. Combined Improvements Approvals. "Combined Improvements Approvals" means: (a) the Initial Project Approvals; (b) the CEQA Determination; (c) any amendments or additions to the Initial Project Approvals applied for by Developer and approved by City; and (d) and any Subsequent Permits (as defined in Section 4.1.1) which are subsequently issued by City upon application by Developer (or with Developer's written consent in Developer's sole and absolute discretion), in accordance with the procedures described in Section 3.1. The Combined Improvements Approvals are included in the Vested Rules. The permitted uses, the density or intensity of use, the zoning, the maximum height and size of buildings, the provisions for reservation and dedication of land, and the subdivision or use permit improvement requirements for the Combined Improvements are set forth in Exhibits D and Exhibit E as supplemented by Subsequent Permits issued in conformance with the Vested Rules.

3.5. Vested Right to Develop. During the Term of this Agreement, with regard to the Combined Improvements listed in Recital D and the Property legally defined in Exhibit A, Developer is assured, and City agrees, the development rights, obligations, terms and conditions specified in the Combined Improvements Approvals, the other Vested Rules, and this Agreement are fully vested in Developer and may not be changed or modified by City, whether by

administrative action, legislative action, or vote of the electorate, except as may be expressly permitted by and in accordance with the terms and conditions of this Agreement, or as may be expressly consented to by Developer. Developer has the vested right to develop and construct the Combined Improvements on the Property and each portion thereof, in accordance with the Combined Improvements Approvals, the other Vested Rules, and this Agreement.

3.6. No Conflicting Enactments. Except as provided in Section 3.5 of this Agreement, during the Term of this Agreement, City will not, without the prior written consent of Developer, do any of the following:

3.6.1 Apply to the Property, or any portion thereof, any change in the Vested Rules or any new or amended rule, ordinance, resolution, regulation, requirement, or official policy which conflicts with or is inconsistent with this Agreement, or which reduces the development rights provided by this Agreement, or which limits or reduces the permitted uses allowed under the Vested Rules, or which discriminates against Developer or the Combined Improvements or any portion thereof, or which applies only to the Combined Improvements or a portion thereof;

3.6.2 Apply to the Property any new rule, ordinance, resolution, regulation, requirement, or official policy which requires any additional Discretionary review or approval; or

3.6.3 Apply to the Property any new or amended rule, ordinance, resolution, regulation, requirement, or official policy that materially, adversely affects the timing or phasing of construction or development or that limits the availability of utilities, infrastructure, or public services for the Property.

3.7. Term of Combined Improvements Approvals. The term of any Combined Improvements Approvals approved for any portion of the Property, whether existing or subsequently approved, is hereby automatically extended for the Term of this Agreement. A development moratorium adopted or implemented by City does not apply to the Property, as further described in Section 3.9. The term of this Agreement and all Combined Improvements Approvals are extended for a period equal to any period of time during which: (a) a development moratorium exists including, without limitation, a water or wastewater moratorium, or the actions of public agencies (other than City) that regulate land uses, development or providing services to the Property, that prevents, prohibits, or delays the construction of the Combined Improvements; or (b) a lawsuit involving any development approvals or permits for the Combined Improvements is pending. In addition, pursuant to Government Code § 66452.6(a)(1), the term of any tentative map approved for any portion of the Property, whether as stated in the existing Combined Improvements Approvals, or as stated in any subsequent amendment or addition to the Combined Improvements approvals including, without limitation, any tentative parcel map, tentative map, vesting tentative map, or vesting tentative parcel map, any amendment of any such map, and any subdivision improvement agreement entered into in connection with any of the aforementioned maps, will be automatically extended for the Term of this Agreement.

3.8. Initiatives/Referendum. Any law enacted or imposed after the Effective Date by initiative or referendum, or by the City Council, directly or indirectly, in connection with any

proposed initiative or referendum, which law would conflict with the vested rights to develop granted to Developer under this Agreement will, to the maximum extent permitted by law, not apply to the Property.

3.9. Moratoria; Growth Control Measures. Developer's rights to develop the Combined Improvements on the Property in conformance with the Vested Rights under this Agreement prevails over any growth control measure or development moratorium adopted or implemented by City after the Effective Date, whether adopted specifically to prohibit construction of the Combined Improvements or any portion thereof, or as an interim measure during the processing of contemplated General Plan, Specific Plan, or zoning changes, or as a general growth control management measure.

3.10. Effect of Inconsistent State or Federal Laws. This Agreement may be modified or suspended as may be necessary to comply with the State of California or Federal legislation, case law, codes, or regulations enacted/issued after the Effective Date, which preempt local jurisdiction and which prevent or preclude compliance with one or more provisions of this Agreement; provided, however, that such modification or suspension will be made to the minimum extent necessary and only after the Parties have met and conferred in good faith to determine the feasibility of such modification or suspension and to minimize its effect on the rights of the Parties and fulfillment of the purposes and intent of this Agreement. The Parties will cooperate to process applications for any City or governmental approvals which may be required as a result of any such modification or suspension of this Agreement.

3.11. Public Works. Developer must construct any facilities or improvements which will be dedicated to City or any other governmental agency upon completion in the same manner and to the same standards as would be applicable to City or such other governmental agency should it have undertaken construction.

3.12. Business Recovery Development Agreement Zone ("BRDZ"). This Agreement is intended to activate the BRDZ as set forth in the MPMC. Pursuant to MPMC Chapter 21.45, this Agreement allows for the following:

3.12.1 Land Uses. See Exhibit D.

3.12.2 Development Standards. See Exhibit E.

ARTICLE 4

PROCESSING AND IMPLEMENTATION OF SUBSEQUENT PERMITS

4.1. Subsequent Permits.

4.1.1 Defined. "Subsequent Permits" means the land use, development, and building approvals which are to be processed for approval by City and which are necessary or

appropriate in order to develop the Combined Improvements in accordance with the Vested Rules, this Agreement, and the Initial Combined Improvements Approvals, including, without limitation, zone changes, master plans or amendments thereto, any and all permits and/or approvals that are part of development maps, subdivision improvements plans and agreements, design review, site plans, landscape plans, preliminary grading plans, grading plans and permits, building plans and permits, and environmental determinations. The Subsequent Permits include any permits and approvals required to complete the infrastructure and improvements necessary to develop the Property (collectively, the “Improvements”), in accordance with this Agreement and the Vested Rules including, without limitation, (a) if and when approved by the City Council, (1) the Proposed Intersection Improvements (as defined in Section 4.2.3(a) below); (2) the Proposed Drive-Thru Approvals (as defined in Section 4.2.3(b) below); and (b) those related to: (1) clearing the Property; (2) preliminary grading or grading of the Property; (3) construction of roads and storm drainage facilities; (d) construction of all commercial structures and all structures and facilities accessory thereto, subject to the limitations set forth in this Agreement. The grant of vested rights to Developer pursuant to this Agreement does not waive or remove any requirement to process and obtain Subsequent Permits for the Combined Improvements, to the extent required under the Vested Rules, this Agreement, and the Initial Combined Improvements Approvals.

4.1.2 Standard of Review. City agrees applications for Subsequent Permits will be processed in good faith and granted on terms and conditions in conformance with this Agreement, the Initial Project Approvals, and the Vested Rules. In the event any conflict arises between the terms and conditions of a Subsequent Permit and this Agreement, the provisions of this Agreement prevail unless otherwise agreed to in writing by City and the affected Developer.

4.2. Obligations Relating to Certain Subsequent Permits.

4.2.1 Shopping Center Modernization Improvements City Obligations. City and Developer acknowledge that City has approved, as of the Effective Date, the Shopping Center Modernization Improvements project, consisting of both the Initial Approvals and all Subsequent Permits necessary for the infrastructure improvements to Building C as generally described in Exhibit H., which is incorporated by reference. City agrees to cooperate with Developer as necessary, subject to the Parties’ obligations in Section 10.9.1, to cause such Initial Approvals to become Final Approvals.

4.2.2 Shopping Center Modernization Improvements Developer Obligations. Upon the Initial Approvals becoming Final Approvals, Developer must commence construction of the infrastructure improvements to Building C within 180 days as generally described in Exhibit H.

4.2.3 Intersection Improvements and New Drive-Thru City Obligations. City and Developer acknowledge that Developer previously submitted engineering and design plans for the Intersection Improvements and City has conducted its preliminary review of such engineering and design plans. City will:

(a) By April 30, 2025, bring forward to the City Council for its consideration, all permits and approvals necessary for the Intersection Improvements as generally depicted on Exhibit B with all required encroachment permits and other authorizations for

Developer to construct and dedicate to City, and for City to accept, the Intersection Improvements (together, the “Proposed Intersection Approvals”).

(b) By April 30, 2025, bring forward to the City Planner for consideration, all permits and approvals for development of the New Drive-Thru as generally depicted on Exhibit C (together, the “Proposed Drive-Thru Approvals”) in accordance with MPMC § 21.32.200.

(c) Subject to City granting the Proposed Intersection Approvals, accept, without unreasonable delay, upon completion, those components of the Intersection Improvements proposed for dedication to the City in the Proposed Intersection Approvals.

4.2.4 Intersection Improvements and New Drive-Thru Developer Obligations.
Developer must, subject to the additional provisions of Section 4.2.5:

(a) Within 60 days of the Effective Date of this Agreement, submit an application to City for demolition of Building A to the extent necessary to accommodate the New Drive-Thru with a request that this demolition permit be processed concurrently with applications for the New Drive-Thru, once submitted.

(b) By December 15, 2024 submit, or cause to be submitted, a design review application and any other permit application required for development of the New Drive-Thru.

(c) Subject to City granting the Proposed Intersection Approvals, and the demolition permit described in Section 4.2.4(a) having been approved and becoming Final Approvals, commence demolition of Building A within 30 days of the Proposed Drive Thru-Approvals,.

(d) Subject to City granting the Proposed Drive-Thru Approvals and the Proposed Intersection Approvals having been approved and becoming Final Approvals, commence construction of the Intersection Improvements within 60 days of such approvals.

4.2.5 Additional Provisions Relating to Intersection Improvements and New Drive-Thru Obligations.

(a) Developer must within 30 days of the Effective Date of this Agreement obtain a cost estimate for completion of the Intersection Improvements shown in Exhibit B. None of Developer’s obligations pursuant to Sections 4.2.4(b) through (d) arise unless and until Developer, in its sole discretion, approves in writing such cost estimate, including any contingency included in such estimate. If Developer has not approved a cost estimate for the Intersection Improvements within 45 days of the Effective Date (the “Intersection Estimate Date”), the parties’ respective obligations described in Sections 4.2.3 and 4.2.4 shall be excused and the parties shall meet and confer for 30 days following the Intersection Estimate Date to determine whether there is a mutually agreeable set of alternative obligations relating to Developer’s plans for the Shopping Center.

(b) The parties acknowledge and agree that, notwithstanding anything to the contrary in this Agreement, termination or expiration of this Agreement or of Developer's obligations pursuant to Section 4.2.5(a) above or default by Developer of any of its obligations under this Agreement including, without limitation, Section 4.2.4, will not result in termination of the BRDZ zoning designation established for the Property or the allowable land uses and development standards established for the Property reflected in Exhibit D and Exhibit E, provided Developer satisfies its obligations pursuant to Section 4.2.2. Notwithstanding anything to the contrary elsewhere in this Agreement, this Section 4.2.5(b) will survive termination or expiration of this Agreement.

4.3. Processing. Subject to compliance with the Vested Rules and other applicable laws, the Subsequent Permits will be reviewed, processed, and acted upon by City, provided that: (a) applications for such approvals are submitted to City during the Term of this Agreement; (b) the applications are deemed complete pursuant to the Vested Rules; and (c) there is no uncured Event of Default under the terms and conditions of this Agreement with respect to the portion of the Property for which such approval is sought. City agrees it will not unreasonably withhold or unreasonably condition any Subsequent Permit or other required City action, whether Discretionary or ministerial, necessary in order for the Combined Improvements to proceed, provided that Developer reasonably and satisfactorily complies with all preliminary procedures, actions, payments of Processing Fees, and criteria generally required of developers by City for processing applications for developments and consistent with this Agreement.

4.4. Development Fees. Due to the consideration and benefits as described in Section 5.1, the following apply to the development fees described below:

4.4.1 Development Impact Fees. Developer will pay those Development Impact Fees established and adopted pursuant to the Mitigation Fee Act (Government Code §§ 66000, *et seq.*) and the MPMC to the extent listed, and in the amounts shown, in Exhibit E. Except for Processing Fees, Developer's obligations with regard to the payment of any fees in connection with the Combined Improvements or the Combined Improvements Approvals is limited to those Development Impact Fees listed in Exhibit E.

4.4.2 Processing Fees. Developer must pay the Processing Fees in effect on the date the City Council approves this Development Agreement.

4.5. Other Local, State, Federal Approvals. The Parties contemplate that development of the Combined Improvements pursuant to this Agreement may be subject to the approval of other governmental agencies. The Parties will act in good faith and use reasonable effort and diligence to process and obtain such approvals in a manner and on terms and conditions that are consistent with, and implement, this Agreement, the Combined Improvements Approvals and the Vested Rules. If any revisions or corrections of plans for Combined Improvements Approvals approved by City is required by any other governmental agency, then the Parties will cooperate reasonably and in good faith to develop a mutually acceptable solution.

ARTICLE 5

PUBLIC BENEFITS

5.1. Public Benefits. The Parties acknowledge and agree that Developer's agreement to perform and abide by the covenants and obligations set forth herein is material consideration for City's agreement to perform and abide by the covenants set forth herein, including without limitation the following specific public benefits for this Agreement:

- Development of new and relevant uses in the northern portion of the existing Shopping Center, which has had recent vacancies.
- Development of land uses complementary to surrounding commercial land uses and with low impacts on existing infrastructure and minimal burdens on surrounding properties.
- Generation of retail sales tax and property tax.
- Improvement of the public right-of-way along S. Atlantic Boulevard.
- Installation of enhanced landscaping along the S. Atlantic Square right-of-way and northern portion of the Shopping Center in connection with the Combined Improvements.
- Payment of operation and maintenance costs for the Intersection Improvements.

5.1.1 Construction and Funding of Combined Improvements Facilities and Infrastructure. Developer must fund or ensure the funding of the construction of the Combined Improvements at the time improvements are needed to satisfy the requirements of the Combined Improvements Approvals. All obligations in Section 5.1 regarding the Intersection Improvements are contingent upon City's approval of the Intersection Improvements. Except as otherwise specifically set forth herein, Developer has no responsibility for the operation, maintenance, repair or replacement of the Intersection Improvements once construction of such Intersection Improvements is complete. Nevertheless, Developer understands and agrees that it must reimburse City for all regular operation and maintenance costs related to the Intersection Improvements, subject to the limitations in Section 5.1.3 below, and any unanticipated maintenance costs. Developer's obligations shall not include the costs of repairing damage to the Intersection Improvements caused by third parties.

5.1.2 Dedications. Except as may be shown by Developer on applications submitted to City for Proposed Intersection Approvals and/or Proposed Drive-Thru Approvals, no dedications to City of rights-of-way or other interests in real property owned by Developer within the Property are proposed or required.

5.1.3 Operations and Maintenance Costs. Developer must reimburse City for the operations and maintenance ("O&M") costs of the Intersection Improvements for the projected lifetime of such Intersection Improvements. The annual O&M costs are projected to be \$1,200, annually; the projected lifetime of the Intersection Improvements is 20 years. Developer may reimburse City on a monthly basis or as an annual lump sum amount payable on or before

December 31st of each year during the Intersection Improvement lifetime. The O&M costs will increase on an annual basis based upon consumer price index, not to exceed 4% per annum. This Section will survive termination of this Agreement. Developer's obligation for reimbursement to City of O&M costs is capped at 150% of the projected amounts set forth in this Section 5.1.3 regardless of the amount of actual costs incurred by the City.

5.1.4 Extraordinary Maintenance Costs. In addition to the O&M costs, Developer must reimburse City for an extraordinary maintenance costs for the Intersection Improvements resulting from unforeseen events such as fire, storm, or other calamity. City will prepare an invoice for such extraordinary maintenance costs and provide it to Developer within 30 days after maintenance is completed. Developer must pay City within 30 days after receiving such invoice. Any dispute regarding the amount of such extraordinary maintenance costs will be resolved in accordance with the dispute provisions of this Agreement. This Section will survive termination of this Agreement.

5.1.5 Surety. To secure Developer's obligations as to the O&M costs, Developer must provide a surety to City, in a form approved by the City Attorney, equal to five years of estimated O&M costs. The surety must remain in place during the duration of the Intersection Improvements lifetime. This Section will survive termination of this Agreement.

ARTICLE 6

REVIEW OF COMPLIANCE

6.1. Annual Review. City will conduct reviews in accordance with applicable law to determine whether Developer is acting in good faith compliance with the provisions of this Agreement. Appropriate fees to cover City's costs to conduct the annual review will be collected from Developer in compliance with the MPMC.

6.2. Procedure for Review. The City Manager, or designee, will conduct the review contemplated by this Article 6 to ascertain whether Developer reasonably complied in good faith with the material terms and conditions of this Agreement during the period for which the review is conducted. The City Manager, or designee, will give Developer notice that any such review has been commenced, and give Developer at least 20 days to provide the City Manager such information as Developer deems relevant for such review. In addition, upon written request, Developer must furnish such documents or other information reasonably requested by the City Manager.

6.3. Result of Review. If, following such a review, the City Manager, or designee, finds good faith compliance by Developer with the terms and conditions of this Agreement, the City Manager, or designee, will issue to Developer an executed certificate of compliance. The certificate of compliance will state: (a) the Agreement is unmodified and in full force and effect (or identifying any modifications); (b) there are no uncured defaults under the Agreement by the certifying Party or, to the certifying Party's knowledge, by any other Party (or specifying any such

defaults); and (c) any other information reasonably requested regarding the status of the Agreement and performance by the Parties.

If, following such a review, the City Manager, or designee, finds that Developer has not complied in good faith with the terms and conditions of the Agreement, the City Manager, or designee, will provide notice to Developer detailing such non-compliance. Upon receipt of such notice, Developer may commence to cure the stated non-compliance in accordance with the terms of this Agreement including, without limitation, Section 8.1. If Developer fails to cure the non-compliance pursuant to the terms of this Agreement including, without limitation, Section 8.1, the City Manager, or designee, may notify the City Council. Developer may dispute any such claim of non-compliance or failure to cure at a public hearing before the Agreement may be modified or terminated.

ARTICLE 7

ASSIGNMENTS; MORTGAGEE PROTECTION

7.1. Right to Assign

7.1.1 Right to Assign. Subject to Section 7.2 of this Agreement with respect to the rights of a mortgagee, Developer may assign or transfer any portion of its interests, rights, or obligations (“Rights”) under this Agreement and the Initial Project Approvals and Subsequent Permits to third parties acquiring successor interests in the Combined Improvements or Property, or any portion thereof including, without limitation, purchasers or long-term ground lessees of the parcels or facilities located on or within the Property.

7.1.2 Assumption of Assigned Obligations and Rights. As a condition to any assignment or transfer under this Agreement, any person or entity accepting such assignment (“Assignee”) must assume all of the obligations and rights of this Agreement as they pertain to the portion of the Property being transferred to the Assignee.

7.2. Right to Mortgage. Developer or its successors may assign, pledge, or otherwise encumber its rights and interests under this Agreement for security purposes to a mortgagee of any defined lot(s) without City’s consent. Nothing contained in this Agreement restricts Developer from encumbering all or any portion of the Property with a mortgage, deed of trust, or other security device (collectively, “Mortgage”). No breach of this Agreement will default, render invalid, diminish, or impair the lien of any Mortgage or the rights of any mortgagee, but all of the terms and conditions of this Agreement are binding upon and effective against any person, including any mortgagee or any person, who acquires title to the Property, or any portion thereof, by foreclosure, trustee’s sale, deed in lieu for defaults or monetary obligations arising before its acquisition of title to the Property or portion thereof.

7.3. Notice of Default. If City receives written notice from a mortgagee requesting a copy of any notice of default given to Developer and specifying the address for service thereof, then City will deliver to such Mortgagee, concurrently with the delivery to Developer, any notice given to Developer with respect to any claim by City that such Developer is in default hereunder.

If City makes a determination of noncompliance hereunder and a Mortgagee has requested notice of such determination, City will also serve notice of such noncompliance on such Mortgagee concurrently with service on Developer. Each Mortgagee may, without obligation, during the same period available to Developer hereunder, to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in City's notice.

ARTICLE 8

DEFAULT; REMEDIES

8.1. Events of Default. Subject to the provisions of Section 10.17 regarding Unavoidable Delays, Section 7.1 regarding assignment and assumption, and Section 7.2 regarding Mortgagee Protection, the failure by any Party to pay any sum or to perform any obligation required under this Agreement including, without limitation, City's failure to issue Subsequent Permits for the Combined Improvements in conformance with this Agreement, and such Party's failure to cure such default within the specified cure period after receipt of a Notice of Default pursuant to Section 8.2 below, constitutes an "Event of Default" under this Agreement. Except for its obligations under Section 4.2.4, failure by Developer to construct or delay in constructing the Combined Improvements or any portion thereof is not a default or Event of Default under this Agreement, and Developer is not liable to City for damages for failure to construct any portion of the Combined Improvements, unless such failure or delay constitutes a default under the terms of any Final Map, building permit or similar approval, in which event City may exercise any of its normal remedies for default under such permit or approval.

8.2. Notice of Default and Cure. Any Party claiming a default under this Agreement must deliver to the defaulting Party a written notice of default ("Notice of Default"). The Notice of Default must specify the reasons for the allegation of default with reasonable particularity and the manner in which the default can be cured. The defaulting Party has the right to cure the default within 30 days after receiving the Notice of Default; provided, however, that if the nature of the alleged default is such that it cannot be reasonably cured within 30 days, then the 30-day period will be extended for the time reasonably required to complete the cure, so long as the defaulting Party commences the cure within the 30-day period and diligently prosecutes the cure to completion thereafter.

8.3. Procedure Upon and Event of Default. After the occurrence of an Event of Default, the other Party may give notice of its intent to terminate this Agreement pursuant to Government Code § 65868 and the MPMC implementing said section. Following notice of intent to terminate, or before instituting legal proceedings, the matter must be scheduled for consideration and review at a public meeting of the City Council within 30 days after that notice. Following consideration of the evidence presented in the review before the City Council, the Party alleging the default by the other Party may institute legal proceedings or may give written notice of termination of this Agreement to the other Party; provided, however, Developer may only terminate this Agreement with respect to such portion of the Property then owned by Developer. Evidence of default may also arise in the course of an annual review of this Agreement pursuant to Section 6.1. If Developer is determined by City to be in default pursuant to the procedures for annual review, and after giving

effect to Developer's right of appeal of such determination to the City Council as provided in Section 6.3, then City may give a written Notice of Default pursuant to Section 8.1. If the alleged default is not cured within the cure period set forth in Section 8.2 or within such longer period specified in City's Notice of Default, or if Developer waives its right to cure such alleged default in writing, then this Agreement may be terminated by City with respect to the portion of the Property then owned by the defaulting Developer.

8.4. **Remedies for Non-Defaulting Party.** If either Party is in default under the terms of this Agreement, subject to any applicable requirements under Section 8.6 of this Agreement, the other Party may elect to pursue any of the following courses of action: (i) waive such default; (ii) pursue administrative remedies as provided in this Agreement; (iii) pursue any judicial remedies available under the law; or (iv) terminate this Agreement.

8.4.1 Unless otherwise provided in this Agreement and subject to applicable requirements under Section 8.6 of this Agreement, either Party, in addition to any other rights or remedies, may institute legal action to cure, correct, or remedy any default by the other party to this Agreement, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation hereunder or to seek specific performance. All remedies available to a Party under this section are cumulative and not exclusive of the other, and the exercise of one or more of these remedies do not constitute a waiver or election with respect to any other available remedy. In general, each of the Parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that City is not liable in damages to Developer, or to any successor in interest of Developer, or to any other person, and Developer, on behalf of itself and all successors in interest, covenants not to sue for damages or claim any damages:

- (a) For any breach of this Agreement or for any cause of action that arises out of this Agreement; or
- (b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or
- (c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement; or
- (d) For any personal or property injuries of third-persons arising from the Intersection Improvements.

8.4.2 No City elected or appointed official, employee, or representative is personally liable to Developer in the event of any Event of Default by City or for any amount which may become due to Developer, or for any obligations under the terms of this Agreement, or for any claims of breach of contract related to this Agreement, or for any claims in the nature of tort related to this Agreement (such as fraud in the inducement).

8.4.3 **Informal Discussions.** With regard to any dispute between or among the Parties contemplated by this Agreement, within seven days written notice from either Party, the City Manager and Developer's senior executives must meet and attempt in good faith to resolve

any such disputes through informal discussions, which discussions will not exceed 10 business days unless extended by mutual agreement.

8.5. Mediation. If the Parties are unable to resolve their dispute through informal discussion, then either Party may commence mediation by providing to JAMS (or other mediator mutually agreed to by the Parties) and the other Parties a written request for mediation, setting forth the subject of the dispute and the relief requested. The Parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The Parties covenant that they will participate in all phases of the mediation in good faith. The mediation process will occur in two phases, if necessary, as described below. During the first phase of the mediation, which in no event will exceed 30 days unless otherwise agreed to by the Parties, the Parties will attempt to resolve their dispute in accordance with JAMS standard mediation procedures. If the Parties are unable to resolve their dispute during this first phase of the mediation process, then the second phase of the mediation process will be conducted in a manner consistent with this Section. If the Parties are unable to resolve their dispute through the first phase of mediation, as described above, the Party that commenced mediation (the "Complaining Party"), will have 10 business days from the expiration of the 30 day period described above to file a brief with the other Party (the "Responding Party") and with the mediator presiding over the first phase of the mediation process (the "Mediator"), which brief must set forth the merits of the Complaining Party's position regarding the issues raised during the first phase of mediation (the "Initial Brief"). The Responding Party will have 10 business days from its receipt of the Initial Brief to file a brief with the Mediator and the Complaining Party responding to the issues raised in the Initial Brief and setting forth the merits of the Responding Party's position regarding the issues raised during the first phase of mediation (the "Responding Brief"). The Complaining Party will have five business days from its receipt of the Responding Brief to file a reply brief with the Mediator and the Responding Party replying to the issues raised in the Responding Brief (the "Reply Brief"). In no event will the Initial Brief and the Responding Brief be longer than 15 pages and in no event will the Reply Brief be longer than 10 pages. Except as otherwise set forth in this Section 7.05.03, the Initial Brief, the Responding Brief and the Reply Brief will be formatted in accordance with requirements of Rule 3.1110 of the California Rules of Court, unless otherwise agreed to by the Parties. The Mediator will have two weeks following its receipt of the Reply Brief to consider the arguments set forth by the Complaining Party and the Responding Party in their respective briefs and issue an opinion stating which party the Mediator would consider to be the prevailing party if the Mediator were a judge presiding over the dispute in a court of law (the "JAMS Opinion").

8.5.1 All offers, promises, conduct and statements, including the JAMS Opinion, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Notwithstanding the foregoing, the JAMS Opinion will serve as the basis solely for determining whether, in the event a dispute between the Parties is litigated, either Party will be awarded attorneys' fees in accordance with this Agreement.

8.5.2 Nothing in this Article will in any way be interpreted as requiring that Developer and City and/or City's designee reach agreement with regard to those matters being addressed, nor will the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the Parties to such meetings. Notwithstanding the foregoing, the JAMS Opinion will be binding on the Parties solely for the purposes of determining whether, in the event a dispute between or among the Parties is litigated, either party will be awarded Attorneys' Fees (as defined below) in accordance with this Agreement.

8.5.3 Should any judicial remedy be sought by any Party because of any default under this Agreement or to enforce any provision hereof, or to obtain a declaration of rights hereunder (each individually a "**Judicial Action**"), the prevailing Party in such Judicial Action is entitled to reasonable attorney's fees, court costs and such other costs as may be fixed by the court (collectively, "**Attorneys' Fees**"), provided the prevailing Party in the Judicial Action was also determined to be the prevailing Party in the JAMS Opinion. For purposes of this Agreement, Attorneys Fees will be calculated from the start of the first phase of mediation and will include all reasonable costs related to the first and second phases of mediation. If the prevailing Party in a Judicial Action was determined to be the losing Party in the JAMS Opinion, then each Party will assume the cost of their own Attorneys' Fees. Not in limitation of the foregoing, the Parties will assume their own costs related to the informal dispute resolution process described above.

8.6. Extension of Agreement Term. The Term of this Agreement as set forth in Section 2.2 will automatically be extended for the period of time in which the Parties are engaged in dispute resolution to the degree that such extension of the Term is reasonably required because activities which would have been completed before the expiration of the Term are delayed beyond the scheduled expiration of the Term as a direct result of such dispute resolution.

ARTICLE 9

AMENDMENTS; TERMINATION

9.1. Amendments. Except as set forth in Section 3.1, this Agreement may be modified, amended and/or extended only by mutual written consent of the Parties and must be approved in the same manner as adoption of this Agreement, by ordinance as set forth in the Development Agreement Statute.

9.2. Operating Memoranda. The Parties acknowledge that the provisions of the Agreement 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 Agreement. 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 Agreement. If and when, from time to time, the Parties find that refinements or adjustments are desirable, such refinements or adjustments will be accomplished through operating memoranda or implementation agreements approved by the Parties which, after execution, will be attached to this Agreement as addenda and become a part hereof.

9.3. Execution of Memoranda. Operating memoranda or implementation agreements 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 Agreement will be processed as an amendment of this Agreement in accordance with this Agreement and must be approved by the City Council.

9.4. Effect of Expiration/Termination. Except for the obligations as to the Intersection Improvements including, without limitation, the defense and indemnification obligations, upon expiration or termination of this Agreement: (a) no Party has any further rights or obligation hereunder except for matters which accrued before such expiration or termination and matters which specifically survive expiration or termination under the express terms of this Agreement; and (b) the underlying Combined Improvements Approvals remain in full force and effect.

ARTICLE 10

MISCELLANEOUS

10.1. Insurance. Before the commencement of any work, Developer must furnish evidence to City that all of the following insurance requirements have been satisfied.

10.2. General. Developer must, throughout the duration of this Agreement, maintain, or cause to be maintained, the insurance specified below, to insure Developer and its employees for liability arising out of the work in connection with the Property, Combined Improvements and this Agreement at the minimum levels set forth herein, with City being an additional insured on the CGL and excess or umbrella liability insurance.

10.2.1 Commercial General Liability. Commercial General Liability (“CGL”) insurance with coverage in an amount not less than \$2,000,000.00 general aggregate, \$2,000,000.00 per occurrence and \$2,000,000.00 products/completed operations, and including contractual liability insurance for the indemnification heretofore provided to City (subject to the policy terms, conditions, definitions and exclusions).

10.2.2 Business Auto Coverage. Business Automobile Liability insurance with coverage in an amount not less than \$1,000,000.00 per accident for bodily injury and property damage, covering all vehicles used by Developer (personal, company) and its employees, on or within the Combined Improvements or Property or associated therewith.

10.2.3 Excess or Umbrella Liability Insurance (Over Primary Coverage). Such excess coverage must be at least as broad as the underlying coverage and be provided on a “pay on behalf” basis. The excess or umbrella coverage can be not less than \$5,000,000 per occurrence/annual aggregate.

10.2.4 Workers’ Compensation. Coverage must be maintained as required by the State of California.

10.2.5 Insurance Coverage to be Maintained by Developer's Contractors and Subcontractors. Developer must require by contract that its contractors and subcontractors maintain the same CGL, business auto, excess or umbrella liability and workers' compensation insurance as set forth in subsections 10.2.1 through 10.2.4, inclusive, hereof, except that the required minimum limits for the CGL coverage will be \$2,000,000 general aggregate, \$2,000,000 per occurrence and \$2,000,000 products/completed operations, with excess or umbrella liability insurance in the amount of \$2,000,000 per occurrence/annual aggregate. The CGL policy must include, contractual liability insurance (subject to the policy terms, conditions, definitions and exclusions).

10.3. Construction; Interpretation. This Agreement has been reviewed and revised by legal counsel for Developer and City, and no presumption or rule that ambiguities may be construed against the drafting party apply to the interpretation or enforcement of this Agreement.

10.4. Agreement Constitutes Legislative Act. Developer acknowledges and agrees that City has approved and entered into this Agreement in the sole exercise of its legislative discretion and that the standard of review of the validity and meaning of this Agreement will be that accorded legislative acts of City.

10.5. Cooperation; Further Assurances. Each Party will: (a) deal fairly and in good faith with the other Party; (b) not impede the other Party's right to receive the benefits of this Agreement; (c) cooperate with and provide reasonable assistance to the other Party in the performance of this Agreement; and (d) execute such documents or take such further actions as may be reasonably necessary to consummate the performance or to carry out the purpose and intent of this Agreement.

10.6. Counterparts. This Agreement, and any documents implementing this Agreement, may be executed in multiple counterpart originals, each of which is deemed to be an original and all of which when taken together shall constitute one and the same instrument.

10.7. Entire Agreement. The Recitals set forth above in this Agreement and the Exhibits attached hereto are incorporated by references into this Agreement as an integrated portion hereof. This Agreement, including all such Recitals and Exhibits, constitutes the entire agreement of the Parties regarding the subject matter hereof, and all prior or contemporaneous agreements and understandings, whether written or oral, are superseded.

10.8. Governing Law/Jurisdiction. This will shall be governed, construed and enforced in accordance with the laws of the State of California, and the state courts of Los Angeles County have jurisdiction.

10.9. Legal Challenges—Defense and Indemnification.

10.9.1 Cooperation in the Event of a Legal Challenge

In the event of any administrative, legal or equitable action or other proceeding instituted by any person or entity not a party to the Agreement challenging the validity of any provision of this Agreement; challenging any agreement between City and other government agencies entered into at the request of Developer to facilitate the development of the Property; challenging any of the Combined Improvements Approvals; challenging the sufficiency of any environmental review of either this Agreement or any Combined Improvements Approval under CEQA; or seeking damages because of the Intersection Improvements (each a “Third Party Challenge”), each party must cooperate in the defense of such Third Party Challenge, in accordance with this Section. In light of the Parties’ mutual interests in successfully defending against a Third Party Challenge, the Parties will enter into a joint nondisclosure, indemnity, and litigation defense agreement, which, among other things, will require all communications between Developer and City concerning a Third Party Challenge be kept confidential and not be disclosed by either Party without the written consent of the other Party. Developer agrees to pay City’s costs of defending a Third Party Challenge, including all court costs and reasonable attorney’s fees expended by City (including the time and cost of the City Attorney) in defense of any Third Party Action, as well as the time of City’s staff spent in connection with such defense. Developer may select its own legal counsel to represent Developer’s interests in any Third Party Challenge at Developer’s sole cost and expense. City agrees that it will not enter into a settlement agreement to any Third Party Challenge without Developer’s written consent. Developer’s obligation to pay City’s costs in the defense of a Third Party Challenge does not extend to those costs incurred on appeal unless otherwise authorized by Developer in writing. If Developer elects, in its sole and absolute discretion, not to contest such litigation challenges, City does not have any obligation to contest such challenges. If City elects to contest such challenges after Developer elects not to contest, City will do so at its sole cost.

10.9.2 Third Party Challenges Related to the Applicability of City Laws.

The provisions of this Section will apply only in the event of a legal or equitable action or other proceeding, before a court of competent jurisdiction, instituted by any person or entity not a party to this Agreement challenging the applicability to the Combined Improvements or Property of a conflicting City Law (a “Third Party Enforcement Action”):

10.9.3 Cooperation in Case of a Third Party Enforcement Action.

In the event of a Third Party Enforcement Action, City must (i) promptly notify Developer of such action or proceeding, and (ii) cooperate with Developer so as to most effectively respond to the Third Party Enforcement Action. In no event will City take any action that would frustrate, hinder, or otherwise complicate Developer’s efforts to respond. The Parties to this Agreement agree to cooperate, to the maximum extent permitted by law, in the defense of such action or proceeding. For purposes of this Section, the required cooperation between the Parties includes, without limitation, developing litigation strategies, preparing litigation briefs and other related documents, conferring on all aspects of the litigation, developing settlement strategies, and, to the extent permitted by law, jointly making significant decisions related to the relevant litigation, throughout the course thereof. In light of the Parties’ mutual interests in successfully defending against a Third Party Enforcement Action, all communications between Developer and City concerning a Third Party Enforcement Action must be kept confidential and cannot be disclosed by either Party without the written consent of the other Party.

10.9.4 Litigation Costs.

City's costs of defending any Third Party Enforcement Action, including all court costs, and reasonable attorney's fees expended by City (including the time and cost of the City Attorney) in defense of any Third Party Enforcement Action, as well as the time of City's staff spent in connection with such defense (the "Enforcement Action Defense Costs"), will be paid in accordance with this Agreement. Notwithstanding the forgoing, in no event will the Enforcement Action Defense Costs extend to, nor will Developer or the Combined Improvements be obligated to pay, any costs incurred on appeal unless otherwise authorized by Developer in writing.

10.9.5 Settlement.

City must not enter into a settlement agreement or take any other action to resolve any Third Party Enforcement Action without Developer's written consent. City cannot, without Developer's written consent, take any action that would frustrate, hinder or otherwise prevent Developer's efforts to settle or otherwise resolve any Third Party Enforcement Action.

10.9.6 Effect of a Judgment.

Provided that City complies with this Section and provided that Developer is a party to the relevant Third Party Enforcement Action, Developer agrees to be bound by any final judgment (i.e., following all available appeals) arising out of a Third Party Enforcement Action and further agrees that no default under this Agreement will arise if such final judgment requires City to apply to the Combined Improvements or Property a City Law that conflicts with Applicable Law or this Agreement.

10.9.7 Defense and Indemnity.

Developer must defend and indemnify City from and against any and all damages, claims, costs and liabilities arising out of the personal injury or death of any third party, or damage to the property of any third party, to the extent such damages, claims, costs or liabilities result from the construction of the Combined Improvements or the Intersection Improvements by Developer or by Developer's contractors, subcontractors, agents or employees. Nothing in this Section will be construed to mean that Developer must defend or indemnify City from or against any damages, claims, costs or liabilities arising from, or alleged to arise from, activities associated with the maintenance or repair by City or any other public agency of improvements that have been offered for dedication and accepted by City or such other public agency or for any other public improvements constructed by City or constructed by Developer at direction of City. City and Developer may from time to time enter into subdivision improvement agreements, as authorized by the Subdivision Map Act, which agreements may include defense and indemnity provisions different from those contained in this Section. In the event of any conflict between such provisions in any such subdivision improvement agreement and the provisions set forth above, the provisions of such subdivision improvement agreement will prevail.

10.9.8 Effect on Term. The Term of this Agreement will be tolled from the initiation of any litigation challenging this Agreement or any of the Combined Improvements Approvals until final court action is taken in such Litigation.

10.10. Notices. All notices, demands, correspondence and communications (“Notice”) must be in writing and be either personally delivered or sent by certified mail, postage prepaid, return receipt requested, or delivered by a nationally recognized overnight courier service (which provides a delivery receipt), at the addresses set forth below. Any such Notice will be deemed received on the date of personal delivery or on the date of receipt (or refusal to accept delivery) set forth in the certified mail receipt if sent by U.S. mail or in the receipt provided by the overnight courier service if sent by such service.

City: City of Monterey Park
320 West Newmark Avenue
Monterey Park, CA 91754
Attn: Ms. Inez Alvarez, City Manager

with a copy to: Burke, Williams & Sorensen LLP
444 South Flower Street, Suite 2400
Los Angeles, CA 90071
Attn: Mr. Karl H. Berger, City Attorney

TRC: Atlantic Square, LLC
dba TRC
4695 MacArthur Court, Suite 700
Newport Beach, CA 92660
Attn: Tim Pettit, CEO and
Scott Grady, EVP of Development

with a copy to: Matthew S. Gray
Perkins Coie LLP
505 Howard Street, Suite 1000
San Francisco, CA 94105

10.11. Private Undertaking. It is expressly understood and agreed by the Parties that the development contemplated by this Agreement is a private development, no Party is acting as the agent of any other Party in any respect hereunder, and Developer has full power and exclusive control over its properties including the Property subject only to the limitations and obligations of Developer under the Vested Rules and this Agreement. Nothing contained in this Agreement or in any document executed in connection with this Agreement will be construed as making City and Developer joint venturers or partners.

10.12. Recordation. City will cause this Agreement to be recorded with the Los Angeles County Recorder within 10 days after the Effective Date, pursuant to Development Agreement

Statute § 65868.5. Thereafter, if this Agreement is terminated, modified or amended as provided herein, City will record notice of such action with the Los Angeles County Recorder.

10.13. Section Headings. Article and Section headings in this Agreement are inserted for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions of this Agreement.

10.14. Severability. If any provision or term of this Agreement, or the application of any provision or term of this Agreement to any particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, then the remainder of the Agreement is unaffected and will remain in full force and effect unless enforcement of the Agreement, with such invalidation, would be unreasonable or inequitable under the circumstances or would frustrate the purposes of the Agreement or the rights and obligations of the Parties there under.

10.15. Successors and Assigns; Covenants Running with the Land. Subject to the provisions of Section 7.1 governing assignment, the rights and obligations of Developer under this Agreement will be binding upon and inure to the benefit of successor owners of all or any portion of the Property and shall be covenants running with the land.

10.16. Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person has any right of action based upon any provision of this Agreement.

10.17. Unavoidable Delays or Events. In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, terrorism, pandemic, insurrection, riots, floods, earthquakes, fires, casualties, governmental restrictions imposed or mandated by governmental entities (but only as to delays or performance by Developer), enactment of conflicting state or federal laws or regulations (but only if the Party claiming delay complies at all times with the provisions of this Agreement pertaining to such conflicting laws), litigation against this Agreement or any of the Combined Improvements Approvals, referendum of this Agreement or any of the Combined Improvements Approvals or similar bases for excused performance ("Unavoidable Delay" or "Unavoidable Event"). Upon the occurrence of an Unavoidable Event, the time for performance will be extended, for the duration of the Unavoidable Delay. Notwithstanding the foregoing, none of the following constitutes an Unavoidable Event: (i) delays caused by market forces beyond the Parties' control; (ii) delays caused by the delay or failure by any entity other than the Party claiming such delay to provide financing for construction of the Combined Improvements or any portion thereof; (iii) delays related to the cost or unavailability of financing, construction contractors, consultants, or labor; or (iv) delays related to economic conditions locally, regionally, statewide, nationwide, or worldwide.

10.18. Waiver. No waiver of any provision of this Agreement is effective unless it is in writing and signed by a duly authorized representative of the Party against whom enforcement of the waiver is sought. No waiver of any right or remedy is deemed a waiver of any right or remedy with respect to any other occurrence or event.

10.19. Authorization. Each person executing this Agreement represents and warrants that he or she is authorized and has the legal capacity to execute and deliver this Agreement on behalf of the Party for which execution has been made.

DRAFT

IN WITNESS WHEREOF, the Parties have executed this Development Agreement to be effective as of the Effective Date first set forth above.

“CITY”

CITY OF MONTEREY PARK
a municipal corporation

Dated: _____, 2024

By: _____
Thomas Wong, Mayor

ATTEST:

Maychelle Yee, City Clerk

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

“TRC” or “Developer”

Atlantic Square, LLC
a Delaware limited liability company

Dated: _____, 2024

By: _____

APPROVED AS TO FORM:

PERKINS COIE, LLP

By: _____

Matthew S. Gray, Esq.

Developer’s Attorney

**Exhibit A:
The Property**

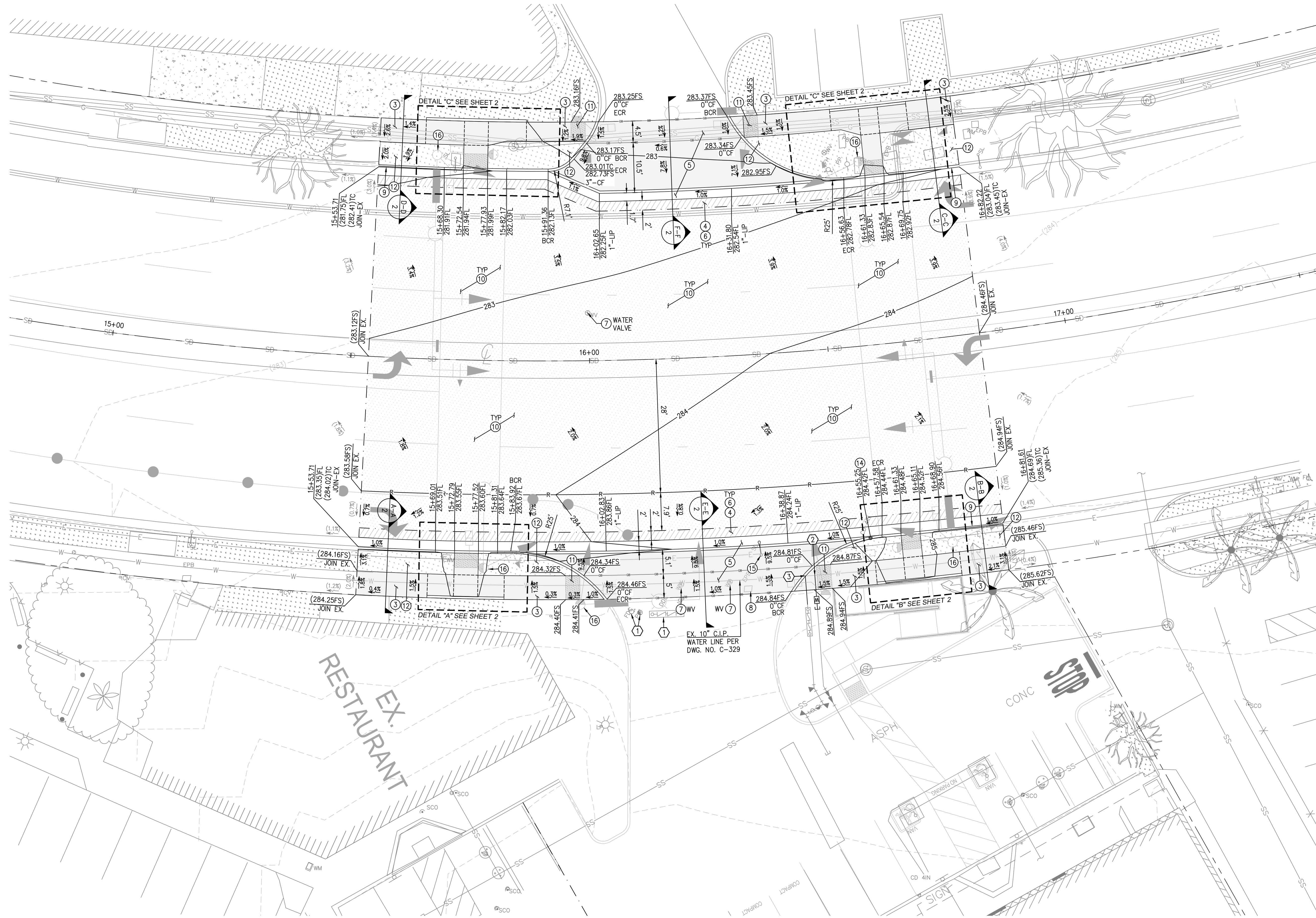
THAT PORTION OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, TOGETHER WITH THOSE PORTIONS OF RANCHO SAN ANTONIO, AS SHOWN ON MAP RECORDED IN BOOK 1 PAGE 389 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE SOUTHERLY TERMINUS OF THE WEST LINE OF LOT 35 OF TRACT NO. 15044, AS PER MAP RECORDED IN BOOK 330 PAGES 28 TO 30 INCLUSIVE OF MAPS, RECORDS OF SAID COUNTY, AS SHOWN ON SAID MAP AS HAVING A BEARING AND DISTANCE OF NORTH 0 DEGREES 39 MINUTES 50 SECONDS WEST 7.42 FEET; THENCE LEAVING SAID WEST LINE AND ALONG THE BOUNDARY LINES OF THE LAND DESCRIBED IN DEED TO THE CITY OF MONTEREY PARK, FOR PUBLIC STREET PURPOSES, RECORDED IN BOOK 46376 PAGE 125 OF OFFICIAL RECORDS, NORTH 37 DEGREES 44 MINUTES 38 SECONDS WEST 6.23 FEET; THENCE SOUTH 52 DEGREES 13 MINUTES 16 SECONDS WEST 50.00 FEET; THENCE SOUTH 37 DEGREES 44 MINUTES 38 SECONDS EAST 50.55 FEET; THENCE SOUTH 0 DEGREES 37 MINUTES 53 SECONDS EAST 267.83 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89 DEGREES 58 MINUTES 19 SECONDS, AN ARC DISTANCE OF 47.11 FEET; THENCE TANGENT FROM SAID CURVE, SOUTH 89 DEGREES 20 MINUTES 26 SECONDS WEST 63.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 560.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52 DEGREES 52 MINUTES 09 SECONDS, AN ARC DISTANCE OF 516.73 FEET; THENCE TANGENT FROM SAID CURVE, NORTH 37 DEGREES 47 MINUTES 25 SECONDS WEST 55.31 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 30.00 FEET, AS SAID CURVE BEING TANGENT AT ITS POINT OF ENDING WITH THE SOUTHEAST LINE OF ATLANTIC BOULEVARD, 100 FEET WIDE, AS ESTABLISHED BY DECREE OF CONDEMNATION ENTERED IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN SAID COUNTY, AS CASE NO. 24-9026, A CERTIFIED COPY OF SAID DECREE WAS RECORDED IN BOOK 9388 PAGE 323 OF OFFICIAL RECORDS; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 01 MINUTES 28 SECONDS, AN ARC DISTANCE OF 47.14 FEET; THENCE ALONG SAID SOUTHEAST LINE, NORTH 52 DEGREES 14 MINUTES 03 SECONDS EAST 1,346.48 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 750.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 43 MINUTES 33 SECONDS, AN ARC DISTANCE OF 415.29 FEET TO A BRASS CAP MONUMENT IN THE SOUTHWEST CORNER OF LOT 190 OF TRACT NO. 15897, AS PER MAP RECORDED IN BOOK 363 PAGES 9 TO 11 INCLUSIVE OF MAPS, RECORDS OF SAID COUNTY; THENCE ALONG THE SOUTH LINE OF SAID TRACT NO. 15897, NORTH 89 DEGREES 12 MINUTES 26 SECONDS EAST 219.69 FEET TO A POINT IN THE WEST LINE OF BRADSHAW AVENUE, 60 FEET WIDE, AS SHOWN ON THE MAP OF TRACT NO. 14993, AS PER MAP RECORDED IN BOOK 318 PAGES 45 AND 46 OF MAPS, RECORDS OF SAID COUNTY; THENCE ALONG SAID WEST LINE, SOUTH 0 DEGREES 39 MINUTES 39 SECONDS EAST 239.09 FEET TO THE MOST NORTHERLY CORNER OF SAID ABOVE MENTIONED TRACT NO. 15044, SAID CORNER BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1050.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 61 DEGREES 32 MINUTES 47 SECONDS WEST; THENCE SOUTHWESTERLY ALONG THE NORTHWEST LINE OF SAID TRACT NO. 15044 AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23 DEGREES 46 MINUTES 03 SECONDS, AN ARC DISTANCE OF 435.56 FEET; THENCE TANGENT FROM

SAID CURVE AND CONTINUING ALONG SAID NORTHWEST LINE, SOUTH 52 DEGREES 13 MINUTES 16 SECONDS WEST 319.10 FEET TO ITS INTERSECTION WITH THE CENTERLINE OF FLORAL DRIVE, 60 FEET WIDE, AS SHOWN ON THE MAP OF SAID TRACT; THENCE CONTINUING SOUTH 52 DEGREES 13 MINUTES 16 SECONDS WEST 528.66 FEET TO THE NORTHWEST CORNER OF SAID LOT 35 OF SAID TRACT; THENCE ALONG THE WEST LINE OF SAID LOT 35, SOUTH 0 DEGREES 37 MINUTES 53 SECONDS EAST 7.81 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL GAS, OIL AND OTHER MINERALS OR HYDROCARBON SUBSTANCES, IN OR FROM SAID LAND PROVIDED, HOWEVER, NO RIGHT IS RESERVED TO THE GRANTORS, THEIR SUCCESSORS OR ASSIGNS, TO ENTER ON OR FROM THE SURFACE OF SAID LAND, THE RIGHT TO ENTER THE SUBSURFACE OF SAID LAND, WHICH IS ALSO RESERVED, SHALL BE AT ANY POINT BELOW A DEPTH OF 100 FEET FROM THE SURFACE THEREOF, (MEASURED VERTICALLY FROM THE SURFACE THEREOF), TO TAKE SAME FROM SAID LAND AND REDUCE SAME TO POSSESSION, AS RESERVED BY WELLS FARGO BANK & UNION TRUST CO., AND OTHERS, IN THE DEED RECORDED ON MARCH 30, 1953 IN BOOK 41333 PAGE 157, OFFICIAL RECORDS.

Exhibit B:
Intersection Improvements



STREET IMPROVEMENT NOTES:

- 1 PROTECT IN PLACE (ITEM AS NOTED ON PLAN).
- 2 CONSTRUCT 4.5" THICK A.C. PAVEMENT ON 4" MIN. C.A.B. FOR A T.I. OF 7.0.
- 3 CONSTRUCT 4" THICK CONCRETE SIDEWALK PER SPPWC STD. 112-2. CONTRACTOR TO MAINTAIN ADA COMPLIANT SLOPES AND WIDTHS.
- 4 SAW CUT AND REMOVE EXISTING AC PAVEMENT.
- 5 CONSTRUCT NEW DRIVEWAY PER MODIFIED SPPWC STD. 110-2. FOLLOW PLAN FOR RADII ON CURB RETURNS. DRIVEWAY WIDTH AND WING LENGTH PER PLAN.
- 6 CONSTRUCT CURB RAMP PER SPPWC STD. 111-5. CASE B, TYPE 1.
- 7 ADJUST TO GRADE EXISTING UTILITY (UTILITY TYPE NOTED ON PLAN).
- 8 RE-LOCATE EXISTING ELECTRICAL PULL BOX. KEEP PULL BOX OFF ADA COMPLIANT RAMPED SURFACES. CONTRACTOR TO ENSURE EX. CONDUITS ARE EXTENDED AND/OR NEW CONDUITS ARE RUN.
- 9 CONSTRUCT 8" CURB & GUTTER PER SPPWC STD. 120-2, A1-8.
- 10 GRIND EXISTING AC PAVEMENT (2" MIN.) AND CONSTRUCT VARIABLE THICKNESS AC OVERLAY (2" MIN.).
- 11 FURNISH AND INSTALL DETECTABLE WARNING PLATE PER SPPWC STD. 111-5.
- 12 PROPOSED PARKWAY LANDSCAPING PER SEPARATE PLANS.
- 13 CONSTRUCT VARIABLE HEIGHT 6" CURB PER SPPWC STD. 120-2, A1-6. SEE PLAN FOR CURB FACE HEIGHT.
- 14 RE-CONNECT EXISTING CURB FACE DRAIN.
- 15 REMOVE EXISTING LIGHT POLE.
- 16 INSTALL NEW INTERSECTION TRAFFIC LIGHTING PER SEPARATE PLAN AND PERMIT. SEE TRAFFIC SIGNALIZATION PLANS.

PUBLIC UTILITY NOTES:

- 1 REMOVE EXISTING DODA, PIV AND FDC.
- 2 FURNISH AND INSTALL 2" COPPER WATER SERVICE AND METER PER CITY OF MONTEREY PARK WATER DIVISION STD. W-4 SHOWN ON SHEET #.
- 3 CONNECT 6" FIRE SERVICE LATERAL TO EXISTING 10" C.I.P. WATER MAIN PER CITY OF MONTEREY PARK WATER DIVISION STD. W-11 SHOWN ON SHEET #.
- 4 FURNISH AND INSTALL 6" PVC, CLASS 200, C-900 PIPE AND CAP FOR FUTURE PRIVATE CONNECTION. SEE PRIVATE CONTINUATION ON SHEET 4.
- 5 FURNISH AND INSTALL 2" COPPER WATER SERVICE LINE AND CAP FOR FUTURE CONNECTION. SEE PRIVATE CONTINUATION ON SHEET 4.

ABBREVIATIONS:

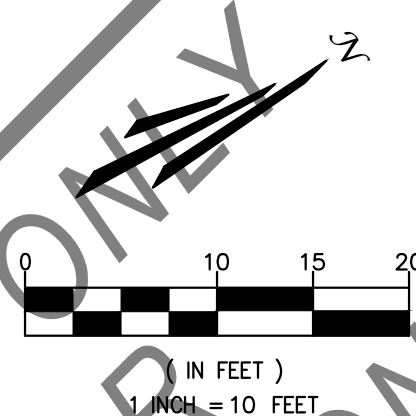
TG TOP GRATE
EX EXISTING
EG EDGE OF GUTTER
TC TOP OF CURB
FL FLOW LINE
FS FINISHED SURFACE
SL STREET LIGHT
PP POWER POLE
FH FIRE HYDRANT
WV WATER VALVE
GW GUY WIRE

L# CORRESPONDING TABLE VALUE
C# CORRESPONDING TABLE VALUE
R/W RIGHT OF WAY
C/L CENTERLINE
P/L PROPERTY LINE

TYP TYPICAL
VLT ELECTRICAL VAULT
BEC BECOM WORK
DWY DRIVEWAY
PROP PROPOSED

LEGEND:

PROPOSED PCC DRIVEWAY
APPROACH OR SIDEWALK
PROPOSED SLOT PAVE
PROPOSED GRIND AND OVERLAY
SAW-CUT LINE
EX. LIGHT POLE
ELECTRIC POLE
EX. STORM DRAIN MANHOLE
EX. TELECOMM. MANHOLE
EXISTING SIGN
EXISTING GUY WIRE
EXISTING VALVE
EXISTING FIRE HYDRANT



UNDERGROUND SERVICE ALERT



Call: TOLL FREE
1-800-422-4133

KNOW WHAT'S BELOW.
CALL BEFORE YOU DIG.

TWO WORKING DAYS BEFORE YOU DIG

UNAUTHORIZED CHANGES & USES:

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

ENGINEERS NOTE TO CONTRACTOR:

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES, PIPES, AND/OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL ASCERTAIN THE TRUE VERTICAL AND HORIZONTAL LOCATION OF THOSE UNDERGROUND UTILITIES TO BE USED AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ANY PUBLIC OR PRIVATE UTILITIES, SHOWN OR NOT SHOWN HEREON. IF THE CONTRACTOR ENCOUNTERS ANY DISCREPANCIES, CONFLICTS OR AREAS WHICH HE FEELS UNWORKABLE, HE SHALL NOTIFY THE GRADING ENGINEER IMMEDIATELY PRIOR TO CONTINUING OR DEVIATING FROM THIS PLAN.

STAMP

PREPARED BY:



701 North Parkcenter Drive
Santa Ana, CA 92705
p: 714.560.8200
www.tait.com
ENGINEERING ENVIRONMENTAL BUILDING LAND
Orange County Sacramento
San Luis Obispo Riverside
Denver Dallas
Bolsa Atlanta

UNDER THE SUPERVISION OF:

JACOB VANDERVIS, RCE 46301 DATE

REVISION

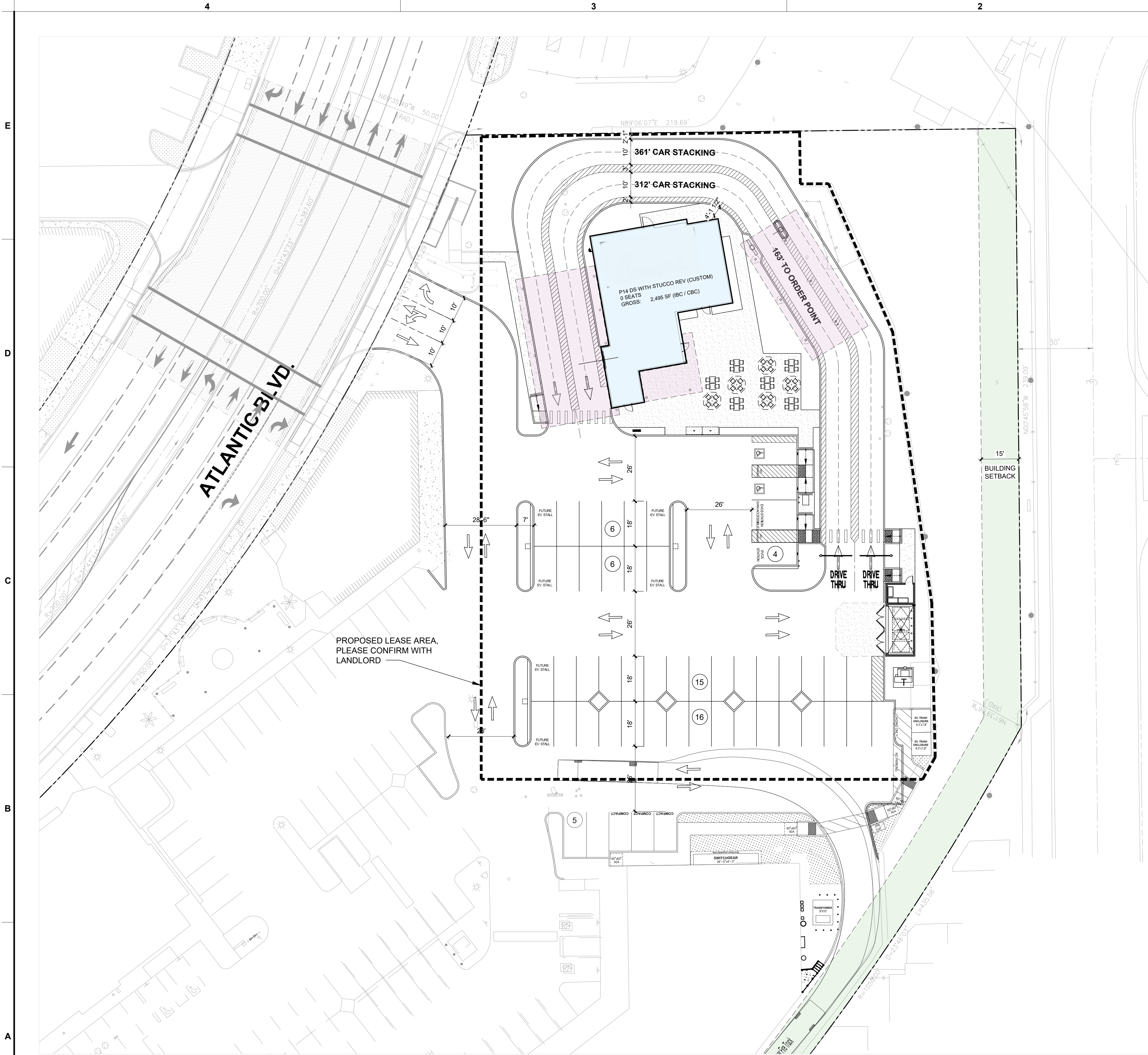
NO.	DESCRIPTION	DATE

CITY OF MONTEREY PARK

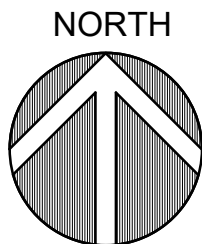
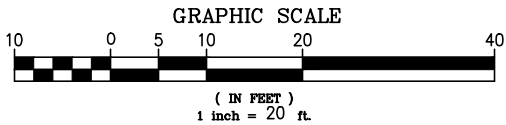
STREET IMPROVEMENT PLAN
STREET IMPROVEMENT PLAN
ATLANTIC BLVD.
MONTEREY PARK, CA

DESIGN BY: RT	DATE: 12/15/23	SHT. 3 OF 7
CHECKED BY: SW/JV	SCALE: AS SHOWN	
PREPARED FOR: TROY RETAIL (949)662-2142 4695 MACARTHUR COURT, SUITE 700, NEWPORT BEACH, CA 92660	SUBMITTED:	DWG. NO.
ASSISTANT CITY ENGINEER	xxx, P.E. RCE xxx	

Exhibit C:
New Drive-Thru



PRELIMINARY SITE PLAN
1" = 20'-0"



SITE INFORMATION

SIR:	YES	DATE: 07-02-24
SURVEY:	YES/ NO	DATE: XX-XX-XX
4G PM:	TROY SCHMIDT	
BUILDING SETBACK:	N: 0' COMMERCIAL	
	S: 0' COMMERCIAL	
	E: 0' RESIDENTIAL	
	W: 0' ATLANTIC BLVD.	
LANDSCAPE SETBACK:	N: 0' COMMERCIAL	
	S: 0' COMMERCIAL	
	E: 15' RESIDENTIAL	
	W: 0' ATLANTIC BLVD.	

D/T STACKING:	NOT SPECIFIED
STANDARD 90° STALL SIZE:	9' W X 18' L
DRIVE AISLE WIDTH:	26' - 90°
OVERHANG ALLOWED?	NO
BIKE REQUIREMENT:	4 - 4 RACKS PER 50,000 SF OF COMMERCIAL DEVELOPMENT
NEW CURB CUT?	N/A, CURBS OUTSIDE OF PL
LOADING ZONING:	NO
TE FRONT OR SIDE	SUBJECT TO APPROVAL BY THE CITY
LOADING:	PLANNER
LANDSCAPE ISLAND:	EVERY 3 SPACES, MIN. 3'

EASEMENT NOTES

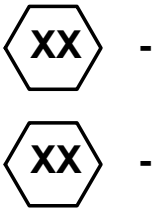


TABLE 5.106.5.3.1

TOTAL NUMBER OF ACTUAL PARKING SPACES	NUMBER OF REQUIRED EV CAPABLE SPACES	NUMBER OF EVCS (EV CAPABLE SPACES PROVIDED WITH EVSE) ²
0-9	0	0
10-25	4	0
26-50	8	2
51-75	13	3

1. Calculation for spaces shall be rounded up to the nearest whole number
2. The number of required EVCS (EV capable spaces provided with EVSE) in column 2 count toward the total number of required EV capable spaces shown in column 2.

TABLE 11B-228.3.2.1 ELECTRIC VEHICLE CHARGING STATIONS FOR PUBLIC USE AND COMMON USE

TOTAL NUMBER OF EVCS AT A FACILITY ¹	VAN ACCESSIBLE		
	VAN ACCESSIBLE	STANDARD ACCESSIBLE	AMBULATORY
1-4	1	0	0
5-25	1	1	0
26-50	1	1	1
51-75	1	2	2

1. Where an EV charger can simultaneously charge more than one vehicle, the number of EVCS provided shall be considered equivalent to the number of electric vehicles that can be simultaneously charged.

SITE STATISTICS

47 SPACES TOTAL
PROPOSED LEASE AREA APPROX. : 44,103 S.F. (1.01 AC)
CAR STACK LENGTH: 673 FT TOTAL (33 CARS)
ORDER POINT: 163 FT INNER LANE (8TH CAR)

crho
architects
1833 E. 17th Street
3rd Floor - Suite 301
Santa Ana, CA 92705
Phone 714.832.1834



ATLANTIC & FLORAL DTO
2012 S ATLANTIC BLVD.
MONTEREY PARK, CA

STORE # 05993

REVISION SCHEDULE	
NO.	DATE DESCRIPTION
06-05-24	PSP 15
06-12-24	PSP 16
06-24-24	PSP 17
06-26-24	PSP 18
07-10-24	PSP 19
07-16-24	PSP 20
08-01-24	PSP 21

ARCHITECT'S PROJECT #	22-228
PRINTED FOR	Plan'g, Building, Etc.
DATE	11-14-22
DRAWN BY	SL

Information contained on this drawing and in all digital files produced for above named project may not be reproduced in any manner without express written or verbal consent from authorized project representatives.
SHEET
PRELIMINARY SITE PLAN

SHEET NUMBER

Exhibits D:
Atlantic Square Allowable Uses (BRDZ)

ATLANTIC SQUARE BUSINESS RECOVERY DEVELOPMENT ZONE

Land Use Regulations

The Land Uses listed in Permitted Uses Table XX.XX are permitted by right, or by Conditional and Administrative Use permit, or by Limitations and Special Standards, and/or as an Accessory Use within the Atlantic Square Business Recovery Development Zone project site as described in the Atlantic Square Business Recovery Development Agreement.

Uses indicated with a ‘P’ are permitted by right. Uses indicated with a ‘C’ are permitted following approval of a Conditional Use Permit. Uses indicated with an ‘L’ are permitted subject to limitations or special standards. Uses indicated with an ‘AUP’ are permitted following approval of an Administrative Use Permit.

In the event a proposed use is not listed herein, the Zoning Administrator shall have the discretion to determine that the proposed use is substantially similar to a listed use, and upon such determination, the proposed use shall be treated for purposes of this Development Agreement as the substantially similar listed use.

Permitted Uses Table XX.XX

Land Use	Use Regulations	Footnotes
Retail		
Small Retail, General ($\leq 10,000$ Sq. Ft.)	P	(F1)
Large Retail, General ($\geq 10,000$ Sq. Ft.)	P	(F1)
Art Gallery/Picture Framing	P	
Bicycle/Motor Scooter Sales and Supplies	P	
Catering Service/Ghost Kitchen	P	
Outdoor Sales	AUP	MPMC 21.32.200
Plant Nursery	P	
Swimming Pool Supplies	P	
Service Business		
Adult Care Facility	C	MPMC 21.32.020
Animal Services • Animal Grooming • Veterinary Services/Animal Hospital • Kennel/Animal Boarding	P P P	
ATM Kiosk	P	
Barber Shop/Beauty Salon/Nail Salon	P	
Copy Center/Parcel Service/Mailbox Service Center	P	
Checking Cashing Facility	P	
Day Care Center	C	MPMC 21.32.020
Day Health Spa • w/ Massage Establishment	P L	MPMC 21.10.040(T)
Dry Cleaning (including laundry)	P	

Land Use	Use Regulations	Footnotes
Fitness Center ($\leq$ 5,000 Sq. Ft.)	P	
Fitness Center ($\geq$ 5,000 Sq. Ft.)	P	
Laundromat	P	
Locksmith/Keys	P	
Massage Establishment	L	MPMC 21.10.040(T)
Money Transfer Facility (Wire Service)	P	
Printing and Publishing	P	
Service/Fueling Station	C	MPMC 21.32.020
Studio (Art/Dance/Music/Photo/Martial Arts)	P	
Tailor	P	
Tattoo Parlor/Body Piercing	C	MPMC 21.32.020
Eating and Drinking Establishment		
Alcohol Sales (on-sale and off-sale)	L	MPMC 21.10.040(B) MPMC 21.10.230
Bar, Tavern, Cocktail Lounge	C	MPMC 21.32.020 MPMC 21.10.230 MPMC 21.10.40(G)
Microbrewery/Brew Pub/Wine Room	L	MPMC 21.10.040(B) MPMC 21.10.230
Restaurant w/ Outdoor Dining more than 10% of Gross Floor Area	P AUP	- MPMC 21.10.040(Y) MPMC 21.32.200
Restaurant, Fast Food • w/ Drive-through	P AUP	- MPMC 21.32.200
Retail Eating Establishment	P	
Entertainment		
Amusement/Game Arcade	C	MPMC 21.32.020
Concert Hall	C	MPMC 21.32.020
Comedy Club	C	MPMC 21.32.020
Commercial Recreation - Indoor	AUP	MPMC 21.32.200
Commercial Recreation - Outdoor	AUP	MPMC 21.32.200
Community Center	AUP	MPMC 21.32.200
Internet Arcade	C	MPMC 21.32.020
Theater (motion picture)	P	
Office		
Bank/Financial Institution • w/ Drive-Up ATM Teller	P AUP	MPMC 21.32.200
Bank, Virtual Teller Branch/Indoor ATM	AUP	MPMC 21.32.200
Office, Administrative	P	
Office, Government	P	
Office, Medical	P	
Office, Professional	P	
Office, Service	P	
Notary Public	P	
Stockbroker/Trader	P	
Medical Uses		
Acupuncture/Acupressure Clinic/Office	P	
Clinic (Medical, dental, psychologist, social work)	P	

Medical Spa	P	
Optometrist/Ophthalmologist	P	
Physical Therapy/Sports Medicine	P	

Land Use	Use Regulations	Footnotes
Education		
Business College (Office or Medical/Dental)	P	
School, Commercial	P	
School, Private	P	
School, Vocational or Trade	P	
Tutoring	P	

Footnotes:

- (F1) All land uses listed as Permitted and Conditional Uses under the Retail subheading in **Table 21.10(A) – Permitted Uses in Commercial Zones** of Monterey Park Municipal Code Section 21.10.030 shall be designated General Retail Uses permitted by right within the Atlantic Square Business Recovery Development Zone.

Exhibit E:
Atlantic Square Development Standards (BRDZ)

ATLANTIC SQUARE BUSINESS RECOVERY DEVELOPMENT ZONE

EXHIBIT E – STANDARDS OF DEVELOPMENT

Lot Size (minimum)		
Width	Depth	Area
50 ft.	100 ft.	15,000 sq. ft.

Setbacks (minimum)		
Front	Side	Rear
0 ft.	Abuts Street: 0 ft. Abuts Commercial Property: 0 ft. Abuts Residential Zone: 15 ft.	Abuts Street: 15 ft. Abuts Commercial Property: 0 ft. Abuts Residential Zone: 15 ft. Separated from Residential Zone by an alley: 15 ft.

Building Height (maximum)		
Maximum	25 ft. from residential zone	35 feet from residential zone
40 ft./3 Stories	28 ft./2 Stories	40 ft./3 stories

Floor Area Ratio (maximum)
1.0

Off-Street Parking Regulations
No Minimum Required*

*Project site is exempt from minimum parking requirements per Government Code Section 65863.2 (AB2097 – “Residential, commercial, or other development types: parking requirements.”)

Drive-Through Business
Generally: • Drive-through business is conditionally permitted as an accessory to an established restaurant or commercial business and subject to a written determination by the City Planner, including findings that the proposed drive-through restaurant is consistent with the Monterey Park Municipal Code. City Planner’s written determination is not final until it is received and filed, or acted upon by the Planning Commission. • Drive-through aisles shall provide sufficient stacking area behind the menu board to accommodate a minimum of six cars. • Where pedestrian walkways intersect with drive-through drive aisles, walkways shall have clear visibility and shall be emphasized by striping. Specifically for Drive-Through Restaurants: • Structures, drive-through drive aisles, setbacks, landscaping, lighting and menu boards will be constructed as proposed by applicant, subject to a written determination by the City Planner, including findings that the proposed drive-through restaurant is consistent with the Monterey Park Municipal Code. City Planner’s written determination is not final until it is received and filed or acted upon by the Planning Commission.

Lighting	
General	Parking Lot
All outdoor lighting must be located and shielded so as to prevent the direct spillage of light or glare onto adjacent lots and streets.	Parking lots and all areas of open parking must be provided with the following illumination: • An average lighting level of no less than two foot-candles as measured from the parking surface • A minimum individual lighting level of no less than one foot-candle as measure from the parking surface.

Mechanical Equipment
Any mechanical equipment to be located on the roof of a commercial building, or at grade, must provide adequate screening from public rights-of-way and adjacent properties through the use of parapets or a solid, non-combustible, screening material. Such screening may either be painted to match the exterior color of the commercial building or treated as an architectural feature.

Trash and Waste Facilities
• Project site must include facilities for the storage and collection of trash. Trash enclosures must be located such that sight distances, circulation, parking space access and driveway access are not impeded. • Adequate vehicular access to and from such trash areas must be provided to facilitate collection by the trash hauler. • Trash enclosure structures must be designed to fit the standardized container as provided by the trash hauler; the interior dimensions of the enclosure must be a minimum of four feet in depth and seven feet in width. • Trash enclosures must be maintained in a closed manner at all times to prohibit visibility of trash containers from public rights-of-way or adjacent properties.

Exhibit F:
Development Impact Fees

[TRC & Willdan to coordinate on determination of applicable Development Impact Fees and applicable amounts to be established here.]

Exhibit G:
Vested Rules as of the Effective Date

Vested Rules include all provisions, as they exist as of the Effective Date, of the City's General Plan, Municipal Code (including but not limited to Zoning Ordinance and Subdivision Ordinance), and any other ordinances, resolutions, rules, regulations, requirements, and official policies governing:

Development agreements; permitted uses; density and building intensity; growth control; zoning designations and regulations; subdivision, improvement, grading, landscaping and signage; design, development, improvement, and construction standards and specifications; standards and requirements for public reservations and dedications, public improvements and facilities; transit, parking, open space, employee housing and affordable housing; standards and requirements for processing of Subsequent Permits (as defined in Section 4.1.1); and the Combined Improvements Approvals described in Section 3.4.

For avoidance of doubt, Vested Rules do not include: (i) Uniform Codes, or changes thereto from time to time; (ii) Development Impact Fees or fee calculation methods (which shall be as set forth in Exhibit F; or (iii) fees imposed by other governmental agencies, whether or not collected by City on behalf of such agencies.

Exhibit H:
Subsequent Permits Approved for the Shopping Center Modernization Improvements

EXHIBIT “B”

Zone Map Amendment – ZA 24-02

Exhibit B

Atlantic Square (Current)

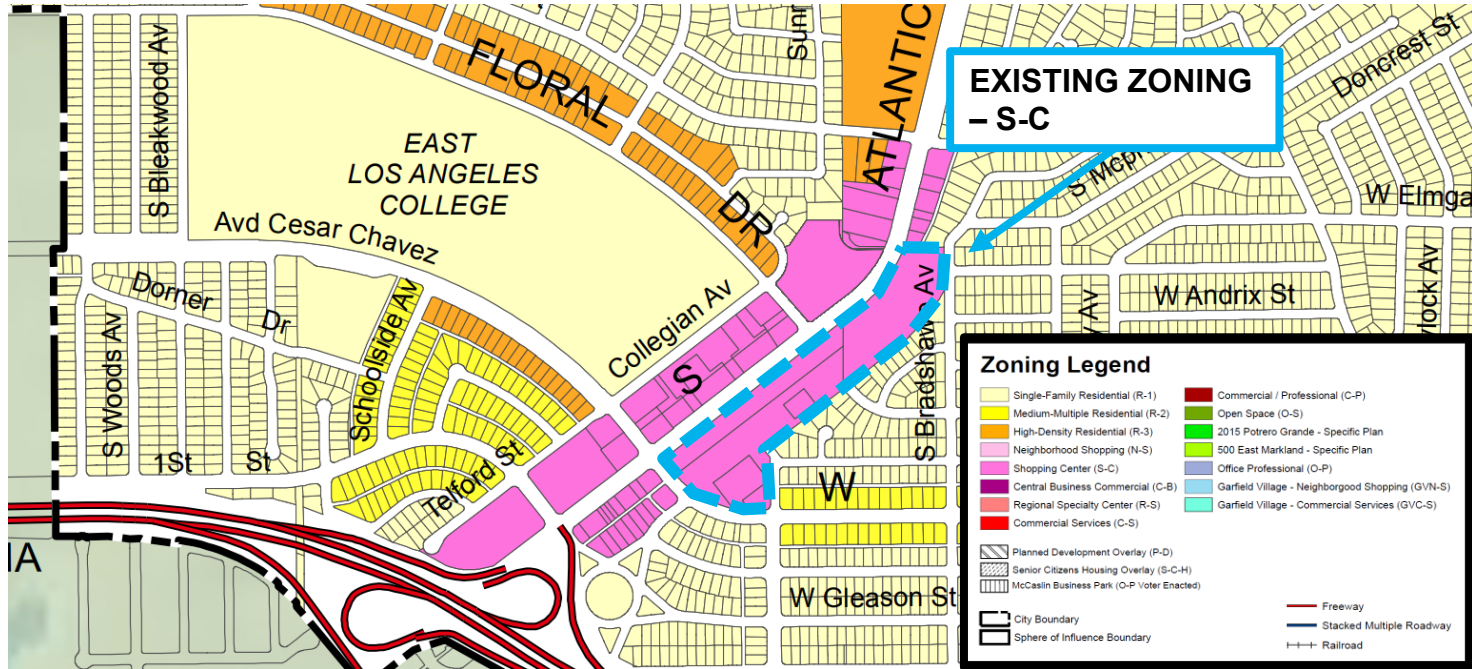
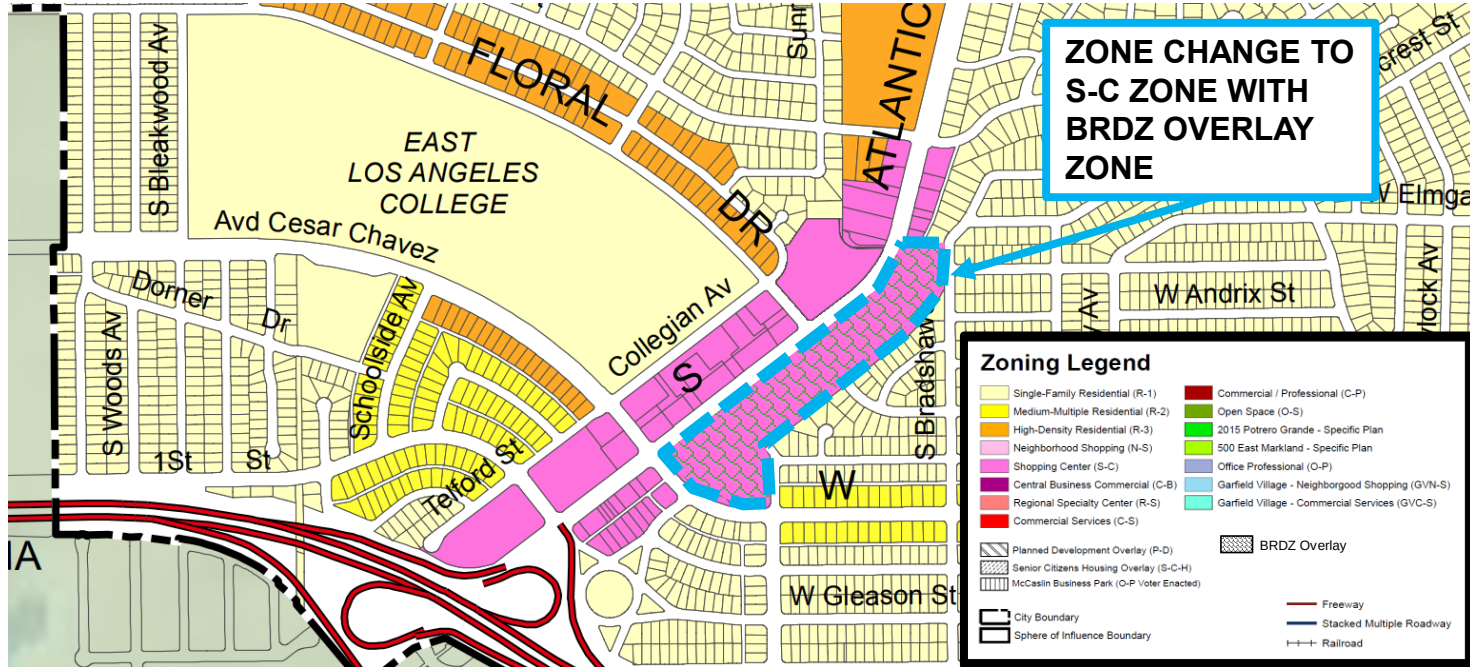


Exhibit B

Atlantic Square (Proposed)



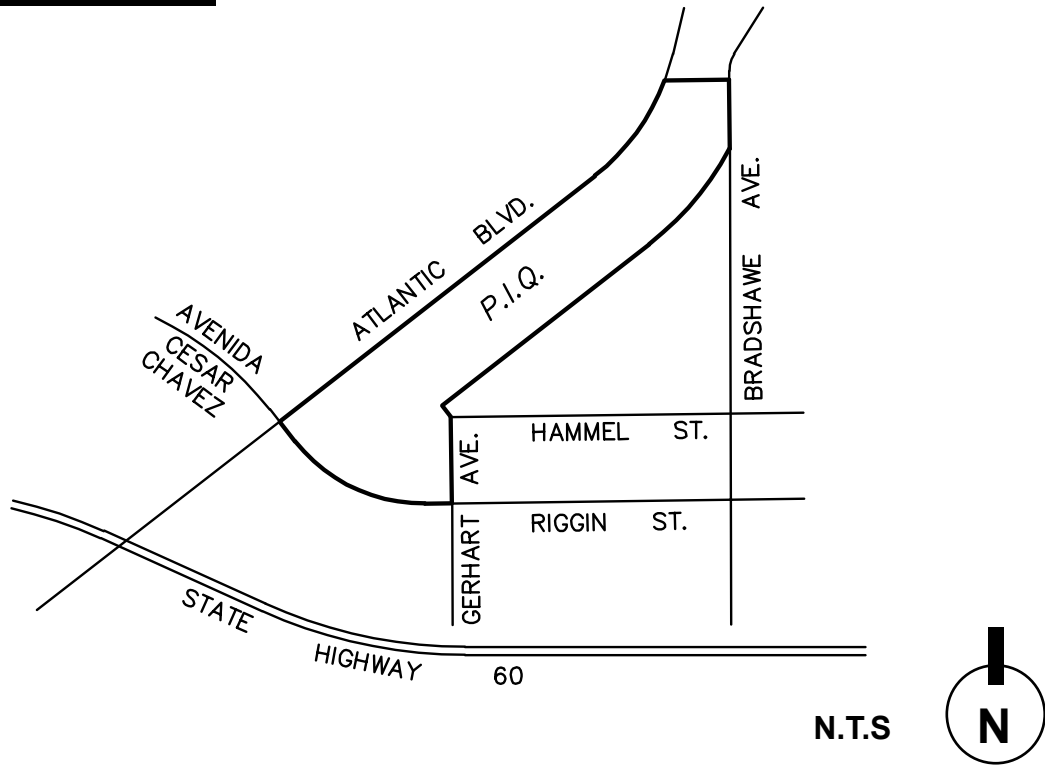
ATTACHMENT 2

Map of Atlantic Square area referenced in the staff report

STREET ADDRESS

2000-2276 SOUTH ATLANTIC BLVD.
MONTEREY PARK, CA 91754

VICINITY MAP



LEGAL DESCRIPTION

BASED UPON PRELIMINARY REPORT NO. 00091631--994--LT2--DB, DATED MAY 15, 2018, PREPARED BY CHICAGO TITLE COMPANY.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MONTEREY PARK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, TOGETHER WITH THOSE PORTIONS OF RANCHO SAN ANTONIO, AS SHOWN ON MAP RECORDED IN BOOK 1, PAGE 389 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE SOUTHERLY TERMINUS OF THE WEST LINE OF LOT 35 OF TRACT NO. 15044, AS PER MAP RECORDED IN BOOK 330, PAGES 28 THROUGH 30, INCLUSIVE OF MAPS, RECORDS OF SAID COUNTY, AS SHOWN ON SAID MAP AS HAVING A BEARING AND DISTANCE OF NORTH 0 DEGREES 39 MINUTES 50 SECONDS WEST 7.42 FEET;

THENCE LEAVING SAID WEST LINE AND ALONG THE BOUNDARY LINES OF THE LAND DESCRIBED IN DEED TO THE CITY OF MONTEREY PARK FOR PUBLIC STREET PURPOSES, RECORDED DECEMBER 14, 1954 AS INSTRUMENT NO. 2412 IN BOOK 846376, PAGE 125 OF OFFICIAL RECORDS, NORTH 37 DEGREES 44 MINUTES 38 SECONDS WEST 6.23 FEET;

THENCE SOUTH 52 DEGREES 13 MINUTES 16 SECONDS WEST 50.00 FEET;

THENCE SOUTH 37 DEGREES 44 MINUTES 38 SECONDS EAST 50.55 FEET;

THENCE SOUTH 0 DEGREES 37 MINUTES 53 SECONDS EAST 267.83 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 30.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89 DEGREES 58 MINUTES 19 SECONDS, AN ARC DISTANCE OF 47.11 FEET;

THENCE TANGENT FROM SAID CURVE, SOUTH 89 DEGREES 20 MINUTES 26 SECONDS WEST 63.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 560.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52 DEGREES 52 MINUTES 09 SECONDS, AN ARC DISTANCE OF 516.73 FEET;

THENCE TANGENT FROM SAID CURVE, NORTH 37 DEGREES 47 MINUTES 25 SECONDS WEST 55.31 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 30.00 FEET, AS SAID CURVE BEING TANGENT AT ITS POINT OF ENDING WITH THE SOUTHEAST LINE OF ATLANTIC BOULEVARD, 100 FEET WIDE, AS ESTABLISHED BY DECREE OF CONDEMNATION ENTERED IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN SAID COUNTY, AS CASE NO. 24--9026, A CERTIFIED COPY OF SAID DECREE WAS RECORDED IN BOOK 9388, PAGE 323 OF OFFICIAL RECORDS;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 01 MINUTES 28 SECONDS, AN ARC DISTANCE OF 47.14 FEET;

THENCE ALONG SAID SOUTHEAST LINE, NORTH 52 DEGREES 14 MINUTES 03 SECONDS EAST 1,346.48 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 750.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 43 MINUTES 33 SECONDS, AN ARC DISTANCE OF 415.29 FEET TO A BRASS CAP MONUMENT IN THE SOUTHWEST CORNER OF LOT 190 OF TRACT NO. 15897, AS PER MAP RECORDED IN BOOK 363, PAGES 9 THROUGH 11, INCLUSIVE OF MAPS, RECORDS OF SAID COUNTY;

THENCE ALONG THE SOUTH LINE OF SAID TRACT NO. 15897, NORTH 89 DEGREES 12 MINUTES 26 SECONDS EAST 219.69 FEET TO A POINT IN THE WEST LINE OF BRADSHAW AVENUE, 60 FEET WIDE, AS SHOWN ON THE MAP OF TRACT NO. 14993, AS PER MAP RECORDED IN BOOK 318, PAGES 45 AND 46 OF MAPS, RECORDS OF SAID COUNTY;

THENCE ALONG SAID WEST LINE, SOUTH 0 DEGREES 39 MINUTES 39 SECONDS EAST 239.09 FEET TO THE MOST NORTHERLY CORNER OF SAID ABOVE MENTIONED TRACT NO. 15044, SAID CORNER BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1050.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 61 DEGREES 32 MINUTES 47 SECONDS WEST;

THENCE SOUTHWESTERLY ALONG THE NORTHWEST LINE OF SAID TRACT NO. 15044 AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23 DEGREES 46 MINUTES 03 SECONDS, AN ARC DISTANCE OF 435.56 FEET;

THENCE TANGENT FROM SAID CURVE AND CONTINUING ALONG SAID NORTHWEST LINE, SOUTH 52 DEGREES 13 MINUTES 16 SECONDS WEST 319.10 FEET TO ITS INTERSECTION WITH THE CENTERLINE OF FLORAL DRIVE, 60 FEET WIDE, AS SHOWN ON THE MAP OF SAID TRACT;

THENCE CONTINUING SOUTH 52 DEGREES 13 MINUTES 16 SECONDS WEST 528.66 FEET TO THE NORTHWEST CORNER OF SAID LOT 35 OF SAID TRACT;

THENCE ALONG THE WEST LINE OF SAID LOT 35, SOUTH 0 DEGREES 37 MINUTES 53 SECONDS EAST 7.81 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL GAS, OIL AND OTHER MINERALS OR HYDROCARBON SUBSTANCES, IN OR FROM SAID LAND PROVIDED, HOWEVER, NO RIGHT IS RESERVED TO THE GRANTORS, THEIR SUCCESSORS OR ASSIGNS, TO ENTER ON OR FROM THE SURFACE OF SAID LAND, THE RIGHT TO ENTER THE SUBSURFACE OF SAID LAND, WHICH IS ALSO RESERVED, SHALL BE AT ANY POINT BELOW A DEPTH OF 100 FEET FROM THE SURFACE THEREOF, (MEASURED VERTICALLY FROM THE SURFACE THEREOF), TO TAKE SAME FROM SAID LAND AND REDUCE SAME TO POSSESSION, AS RESERVED BY WELLS FARGO BANK & UNION TRUST CO., AND OTHERS, IN THE DEED RECORDED ON MARCH 30, 1953 AS INSTRUMENT NO. 1056, BOOK 41333 PAGE 157, OFFICIAL RECORDS.

APN(s): 5266--003--030; 5266--003--032; 5266--003--034; 5266--003--035; 5266--003--036

ZONING

THE PROPERTY IS ZONED: "SC" (SHOPPING CENTER)

LOT SIZE

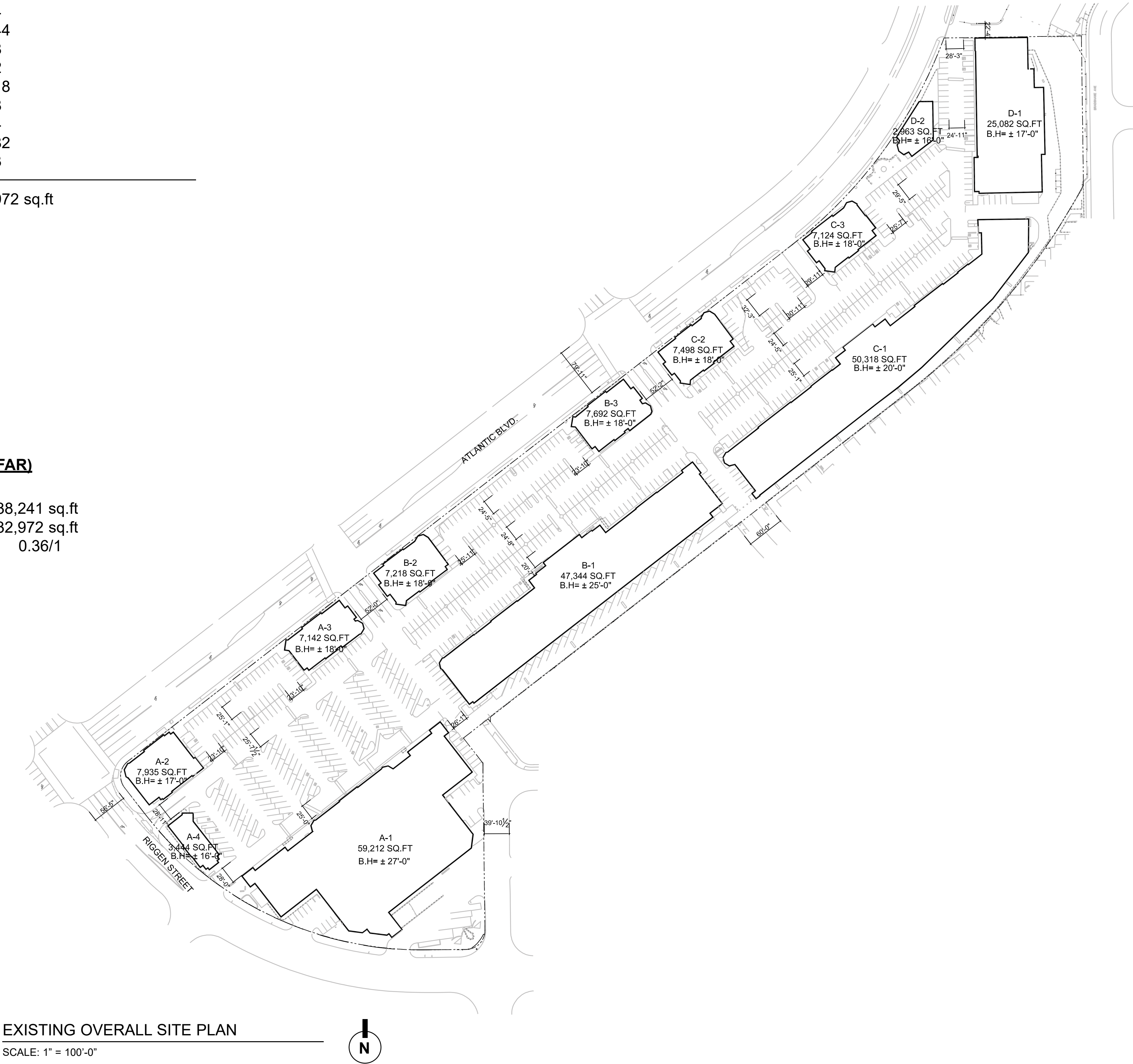
638,241 SQ.FT (14.652 ACRES)

FLOOR AREA

A-1	59,212
A-2	7,935
A-3	7,142
A-4	3,444
B-1	47,344
B-2	7,218
B-3	7,692
C-1	50,318
C-2	7,498
C-3	7,124
D-1	25,082
D-2	2,963
TOTAL =	232,972 sq.ft

FLOOR AREA RATIO (FAR)

LOT AREA: 638,241 sq.ft
FLOOR AREA: 232,972 sq.ft
TOTAL FAR: 0.36/1



EXISTING SITE PLAN

PROJECT ADDRESS:
2000 S ATLANTIC BLVD,
MONTEREY PARK, CA 91754

ATLANTIC SQUARE

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DEC 03, 2020 PROJECT NO: 75-20718-00



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