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
December 7, 2022
6:30 p.m.

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

GENERAL INFORMATION

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

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

PUBLIC PARTICIPATION

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

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

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

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

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

[1.] PRESENTATION – None.

[2.] NEW BUSINESS

2-A. OUTGOING ADDRESS BY ELECTED OFFICIALS

City Clerk
City Treasurer
Council Members

2-B. PRESENTATION TO OUTGOING ELECTED OFFICIALS

2-C. ADOPTING A RESOLUTION CERTIFYING THE RESULTS OF THE NOVEMBER 8, 2022 GENERAL AND SPECIAL MUNICIPAL ELECTIONS

It is recommended that the City Council consider:

(1) Adopting a resolution certifying the results of the November 8, 2022 General and Special Municipal Elections;

(2) Taking such additional, related, action that may be desirable.

RECESS

2-D. THE OATH OF OFFICE TO THE NEWLY ELECTED OFFICIALS

City Clerk: Maychelle Yee
City Treasurer: Amy Lee
Council Member: Jose Sanchez, District 3
Council Member: Thomas Wong, District 1
Council Member: Vinh T. Ngo, District 5

ROLL CALL OF NEW COUNCIL MEMBERS

2-E. INTRODUCTIONS AND COMMENTS BY NEWLY ELECTED OFFICIALS

City Clerk
City Treasurer
Council Members

2-F. PRESENTATION TO INCOMING ELECTED OFFICIALS

STAFF COMMUNICATIONS:

- Library
- Recreation and Community Services Department

2-G. ADOPT A RESOLUTION TO CAST VOTES FOR AN ALTERNATE CITY MEMBER OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY BOARD

It is recommended that the City Council consider:

(1) Adopting a resolution voting for an Alternate City Member to represent cities with prescriptive pumping rights on the Board of the San Gabriel Basin Water Quality Authority;

(2) Direct City Clerk to send a copy of the Resolution to the San Gabriel Basin Water Quality Authority to receive no later than December 20th, 2022, at 12:00 p.m.; and

(3) Taking such additional, related, action that may be desirable.

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

3-A. AUTHORIZE PUBLIC OFFICIALS TO ACCESS TRANSACTIONS AND USE TAX RECORDS; AUTHORIZE THE CITY MANAGER TO EXECUTE VARIOUS DOCUMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR THE PREPARATION, IMPLEMENTATION, AND ADMINISTRATION OF LOCAL TRANSACTIONS AND USE TAXES AS APPROVED BY VOTERS VIA MEASURE MP

It is recommended that the City Council consider:

(1) Adopt a Resolution authorizing certain public officials to access tax records;

(2) Authorize the City Manager to execute two agreements with the State of California for the Preparation, Implementation, and Administration of taxes authorized by Measure MP, in a form approved by the City Attorney; and

(3) Taking such additional, related, action that may be desirable.

3-B. CONSIDERATION AND POSSIBLE ACTION TO 1) ADOPT AN URGENCY ORDINANCE EXTENDING THE EFFECTIVE DATE FOR THE 2020 MONTEREY PARK BUSINESS RECOVERY PROGRAM FROM DECEMBER 30, 2022 TO MAY 31, 2023; AND 2) WAIVE FURTHER READING AND ADOPT AN ORDINANCE EXTENDING THE EFFECTIVE DATE FOR THE 2020 MONTEREY PARK BUSINESS RECOVERY PROGRAM FROM DECEMBER 30, 2022 TO MAY 31, 2023

It is recommended that the City Council consider:

(1) Adopting an urgency ordinance extending the effective date for the 2020 Monterey Park Business Recovery Program upon 4/5 vote to become immediately effective upon adoption;

(2) Waiving the second reading and adopting an Ordinance extending the effective date for the 2020 Monterey Park Business Recovery Program; and

(3) Taking such additional, related, action that may be desirable.

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

It is recommended that the City Council consider:

(1) Adopting a Resolution approving a Memorandum of Understanding ("MOU") between the City of Monterey Park and the Monterey Park Police Officers' Mid-Management Association ("MPPOMMA"). The MPPOMMA represents the Police Lieutenants and Police Sergeants in the Monterey Park Police Department;

(2) Authorizing budget appropriation of approximately $198,002 from the General Fund and $136,000 from the American Rescue Plan Act (ARPA) Funds for the 2022-2023 fiscal year; and

(3) Taking such additional, related, action that may be desirable.

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

It is recommended that the City Council consider:

(1) Adopting a Resolution approving a Memorandum of Understanding ("MOU") between the City of Monterey Park and the Monterey Park Police Captains' Association ("MPPCA"). The MPPCA represents the Police Captains in the Monterey Park Police Department;

(2) Authorizing budget appropriation of approximately $35,472 from the General Fund and $16,000 from the American Rescue Plan Act (ARPA) Funds for the 2022-2023 fiscal year; and

(3) Taking such additional, related, action that may be desirable.

3-E. APPROVING SIDE LETTERS BETWEEN THE CITY AND THE MONTEREY MID-MANAGEMENT ASSOCIATION, MONTEREY PARK CONFIDENTIAL EMPLOYEES' ASSOCIATION AND SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721, AUTHORIZING ESSENTIAL WORKER PREMIUM PAY PER THE AMERICAN RESCUE PLAN ACT

It is recommended that the City Council consider:

(1) Authorizing the City Manager authority to execute Side Letters between the City of Monterey Park and the Monterey Park Mid-Management Association ("MPMMA"), the Monterey Park Confidential Employees' Association ("MPCEA"), and the Service Employees International Union ("SEIU"), Local 721, in a form approved by the City Attorney;

(2) Authorizing budget appropriation of approximately $690,000 from the American Rescue Plan Act ("ARPA") Funds for the 2022-2023 fiscal year; and

(3) Taking such additional, related, action that may be desirable.

3-F. EMERSON AVENUE SEWER SYSTEM CIPP LINING AND POINT REPAIR IMPROVEMENTS – AWARD OF CONTRACT

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with Sancon Technologies, Inc., in the amount of $155,229 for the Emerson Avenue Sewer System CIPP Lining & Point Repair Improvements, Specification No. 2022-007.

(2) Authorizing the Director of Public Works to approve change orders and contingency up to $23,284 (15%) of the contract amount.

(3) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use.

3-G. ACTIVE TRANSPORTATION PROGRAM (ATP) CYCLE 4 CITYWIDE PEDESTRIAN SAFETY IMPROVEMENTS – AWARD OF PUBLIC WORKS CONTRACT TO CALIFORNIA PROFESSIONAL ENGINEERING, INC.

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with California Professional Engineering, Inc., in the amount of $1,360,870 for the ATP Cycle 4 Citywide Pedestrian Safety Improvements Project, Specification No. 2021-004;

(2) Authorizing a Task Order to Transtech Engineers, in an amount not to exceed $204,700, for Preparation of Bid Documents, Grant and Construction Management/Inspection for the ATP Cycle 4 Citywide Pedestrian Safety Improvements Project;

(3) Authorizing the Director of Public Works to approve change orders and contingency up to $136,087(10%) of the contract amount, for a total project cost of $1,701,657;

(4) Authorizing the Finance Department to appropriate $223,832 from Measure R funds for this project; and

(5) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

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

3-H. CITY HALL EMERGENCY GENERATOR INSTALLATION – AWARD OF PUBLIC WORKS CONTRACT TO PC INC.

It is recommended that the City Council consider:

(1) Appropriating $335,000 from the American Rescue Plan Act Fund for this project;

(2) Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with PC Inc. of Santa Maria, CA in the contract amount of $268,000 for the City Hall Emergency Generator Installation project;

(3) Authorizing the Director of Public Works to approve change orders and contingency up to $40,200, or 15% of the contract amount;

(4) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The Project was reviewed pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq.; "CEQA") and the CEQA Guidelines (14 California Code of Regulations §§ 15000, et seq.). Additional environmental review is not required because the Project is a minor alteration to an existing public facility. Accordingly, it is Categorically Exempt as a Class 1 (Existing Facilities) project (CEQA Guidelines § 15301).

[4.] PUBLIC HEARING

4-A. CONTINUATION OF THE PUBLIC HEARING FOR CONSIDERATION OF A RESOLUTION OF THE CITY OF MONTEREY PARK CITY COUNCIL CONFIRMING THE 2022 ANNUAL REPORT AND THE LEVY OF ASSESSMENTS FOR DOWNTOWN BUSINESS IMPROVEMENT DISTRICT NO. 1 FOR THE PROGRAM YEAR 2023

It is recommended that the City Council consider:

(1) Continuing the public hearing originally scheduled for December 7, 2022, to December 21, 2022; and

(2) Taking such additional, related, action that may be desirable.

[5.] OLD BUSINESS - none

[6.] CITY COMMUNICATIONS (CITY COUNCIL)

[7.] FUTURE AGENDA ITEMS

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

ADJOURN

Agenda Item No. 2C

ADOPTING A RESOLUTION CERTIFYING THE RESULTS OF THE NOVEMBER 8, 2022 GENERAL AND SPECIAL MUNICIPAL ELECTIONS

Staff Report available at a later date.

City Council Staff Report

DATE: December 7, 2022

AGENDA ITEM NO: New Business - 2G

TO: The Honorable Mayor and City Council

FROM: Ron Bow, City Manager
Inez Alvarez, Assistant City Manager

SUBJECT: Adopt a Resolution to Cast Votes for an Alternate City Member of the San Gabriel Basin Water Quality Authority Board

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution voting for an Alternate City Member to represent cities with prescriptive pumping rights on the Board of the San Gabriel Basin Water Quality Authority;
2. Direct City Clerk to send a copy of the Resolution to the San Gabriel Basin Water Quality Authority to receive no later than December 20th, 2022, at 12:00 p.m.; and
3. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The San Gabriel Basin Water Quality Authority (WQA) was established by the State Legislature (SB 1679) in 1992 to develop, finance and implement groundwater treatment programs in the San Gabriel Valley. The WQA is under the direction and leadership of a 7-member board, one member of each of the three overlying municipal water districts, one from a city with prescriptive water pumping rights, one from a city without prescriptive water pumping rights, and two representing water producers in the San Gabriel Basin.

According to the bylaws of the San Gabriel Basin Water Quality Authority, a city with prescriptive water pumping rights, of which Monterey Park falls under, may nominate and elect an Alternate City Member to the Water Quality Authority Board. All votes cast must be for only one candidate.

Each City with pumping rights has one vote for each 10,000 residents or majority thereof, as determined by U.S. Census Data. The City of Monterey Park has six votes to be cast.

This election is to fill the vacancy of the Alternate City Member representing cities with pumping rights and will be the alternate for Robert Gonzales, Councilmember from the City of Azusa, for the remainder of the term which will expire January 2026. An election for this seat will take place on December 21, 2022 at 12:00 p.m. at the WQA office.

BACKGROUND:
A nomination period was opened to accept nominations for an Alternate City Member to represent cities with prescriptive pumping rights. Councilmember Victoria Martinez Muela, City of El Monte; Councilmember Hector Delgado, City of Covina; Councilmember Catherine Marcucci, City of Industry; Councilmember Cathy Warner, City of Whittier; and Councilmember Jeffrey K. Maloney, City of Alhambra were nominated. The City of Monterey Park City Council is required to adopt a Resolution to cast six votes, and submit the Resolution no later than December 20, 2022 at 12:00 p.m.

FISCAL IMPACT:
None.

Respectfully submitted by:

Inez Alvarez
Assistant City Manager

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS:
1. San Gabriel Basin Water Quality Authority Special Election Information and Ballot
2. Draft Resolution

ATTACHMENT 1
San Gabriel Basin Water Quality Authority
Special Election Information and Ballot

San Gabriel Basin Water Quality Authority

1720 W. Cameron Avenue, Suite 100, West Covina, CA 91790 • 626-338-5555 • Fax 626-338-5775

RECEIVED

NOV - 1 2022

City Manager's Office
Monterey Park

October 24, 2022

City Manager
CITY OF MONTEREY PARK
320 West Newmark Avenue
Monterey Park, CA 91754

RE: SPECIALELECTION FOR WQA ALTERNATE BOARD MEMBER REPRESENTING CITIES WITH PRESCRIPTIVE PUMPING RIGHTS

Dear City Manager:

The nomination period for the special election of the WQA Alternate Board Member representing cities with prescriptive pumping rights was closed on Thursday, October 20, 2022 at 5:00 p.m. Enclosed is an election ballot, a sample resolution, a list of nominees, a list of cities with pumping rights and the number of votes to which each is entitled. Each city has one vote per 10,000 residents or majority thereof, as determined by the 2020 U.S. census data. The enclosed ballot indicates the number of votes your city may cast. Your city may cast its votes for one candidate by resolution of the city council. Please be aware that a city is not limited to voting for its own city council members and that a city may vote in an election whether or not it nominated a candidate.

Your city's resolution must be received at the address below by Tuesday, December 20, 2022 at 12:00 p.m. or it will not be counted. The resolution must also be sent via certified mail, UPS, FedEx with a SIGNATURE REQUIRED or hand delivered. Any resolutions sent to the WQA without a signature required will not be accepted. If you wish to hand deliver your vote please call our office ahead of time to schedule an appointment. Votes will be officially counted during the WQA's regular meeting on Wednesday, December 21, 2022 at 12:00 P.M.

If you should have any questions, please contact me at (626) 338-5555 or Stephanie@wqa.com

Sincerely,

Stephanie Moreno
San Gabriel Basin WQA
1720 W. Cameron Ave., Suite 100
West Covina, CA 91790

Enclosures

San Gabriel Basin Water Quality Authority

1720 W. Cameron Avenue, Suite 100, West Covina, CA 91790 • 626-338-5555 • Fax 626-338-5775

BALLOT

ELECTION OF ALTERNATE CITY MEMBER FROM
CITIES WITH PUMPING RIGHTS
TO THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY

CITY: MONTEREY PARK

NUMBER OF VOTES TO BE CAST: 6

TO THE CITY COUNCIL:

The following nominees have been duly nominated by qualified cities for the office of city alternate member of the Board of the San Gabriel Basin Water Quality Authority ("the Authority") from cities with pumping rights.

The election of the alternate city member will take place at the regularly scheduled meeting of the Board of the Authority set for December 21, 2022, at 12:00 P.M., at 1720 W. Cameron Ave., Suite 100, West Covina, California.

Your city may cast its votes for one nominee by resolution of the city council. The number of votes to which your city is entitled, based upon population, is set forth above. All of your city's votes must be cast for only one candidate.

The resolution of the city council casting its votes must be delivered to the Authority by December 20, 2022 at 12:00 P.M. via certified mail, FedEx, UPS with signature required or hand delivered, or the votes **will not** be counted.

This Ballot shall be accompanied by the resolution of the city council casting its votes for the alternate city member from cities with pumping rights.

List of Nominees:
Victoria Martinez Muela, City of El Monte
Hector Delgado, City of Covina
Catherine Marcucci, City of Industry
Cathy Warner, City of Whittier
Jeffrey K. Maloney, City of Alhambra

Please contact Stephanie Moreno at Stephanie@wqa.com if you would like an electronic version of this resolution

(SAMPLE RESOLUTION)

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF _____, CALIFORNIA, CASTING ITS VOTE(S) FOR COUNCILMEMBER TO REPRESENT CITIES WITH PRESCRIPTIVE PUMPING RIGHTS AS AN ALTERNATE MEMBER ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY

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

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

WHEREAS, the City of _____ is one of the cities in the San Gabriel Basin with prescriptive pumping rights;

WHEREAS, the City of _____ must cast its vote(s) for only one of the official nominees provided by the San Gabriel Basin Water Quality Authority;

WHEREAS, the City of _____ must cast its vote(s) by resolution of the city council;

WHEREAS, the resolution of the City of _____ casting its vote(s) must be received by the San Gabriel Basin Water Quality Authority no later than December 20, 2022 at 12:00 p.m. with a signature required.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF _____, CALIFORNIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

Section 1. The City Council of the City of _____ casts its full vote(s) for Councilmember _____ as the alternate member for cities in the San Gabriel Basin with prescriptive pumping rights.

PASS, APPROVED AND ADOPTED this _____ day of _____, 2022.

San Gabriel Basin Water Quality Authority
1720 W. Cameron Avenue, Suite 100, West Covina, CA 91790 • 626-338-5555 • Fax 626-338-5775

October 24, 2022

**SPECIAL ELECTION FOR WQA
ALTERNATE MEMBER
REPRESENTING CITIES WITH
PRESCRIPTIVE PUMPING RIGHTS**

LIST OF NOMINATIONS

(In the order in which they were received)

Name	Nominated by
Victoria Martinez Muela City of El Monte	El Monte
Hector Delgado City of Covina	Covina
Catherine Marcucci City of Industry	Industry
Cathy Warner City of Whittier	Whittier
Jeffrey K. Maloney City of Alhambra	Alhambra

Cities with Pumping Rights
2020 Census Data

City	2020 Population	# of Votes
Alhambra	82,868	8
Arcadia	56,681	6
Azusa	50,000	5
Covina	51,268	5
El Monte	109,450	11
Glendora	52,558	5
Industry	264	1
Irwindale	1,472	1
Monrovia	37,931	4
Monterey Park	61,096	6
South Pasadena	26,943	3
Whittier	87,306	9
	Total votes	**64**

SB 1679, Article 5. Sec. 505 (a)

Each City has one vote for each 10,000 residents or majority fraction thereof, as determined by the most recent U. S. decennial census data.

ATTACHMENT 2
Draft Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, AUTHORIZING THE CASTING OF ITS VOTES FOR _____ COUNCILMEMBER TO REPRESENT CITIES WITH PRESCRIPTIVE PUMPING RIGHTS AS AN ALTERNATE MEMBER ON THE BOARD OF THE SAN GABRIEL BASINWATER QUALITY AUTHORITY

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

SECTION 1: The City Council finds as follows:

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

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

C. The City of Monterey Park is one of the cities in the San Gabriel Basin with prescriptive pumping rights;

D. The City of Monterey Park must cast its votes for only one of the official nominees provided by the San Gabriel Basin Water Quality Authority;

E. The City of Monterey Park must cast its votes by resolution of the city council; and

F. The resolution of the City of Monterey Park casting its votes must be received by the San Gabriel Basin Water Quality Authority no later than December 20, 2022, at 12:00 p.m. with a signature required.

SECTION 2: The City Council of the City of Monterey Park casts its full votes for Councilmember _____ as the alternate member for cities inthe San Gabriel Basin with prescriptive pumping rights.

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

SECTION 4: *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 5: *Recordation*. The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park and the City Clerk, or her duly appointed deputy, may attest thereto.

SECTION 6: *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 7th day of December, 2022.

_____
Henry Lo, Mayor

Attest:

_____
Maychelle Yee, City Clerk

Approved as to Form:

_____
Karl H. Berger, City Attorney

City Council Staff Report

DATE: December 7, 2022

AGENDA ITEM NO: Consent Calendar - 3A

TO: The Honorable Mayor and City Council

FROM: Martha Garcia, Director of Finance

SUBJECT: Authorize public officials to access Transactions and Use Tax Records; authorize the City Manager to execute various documents with the California Department of Tax and Fee Administration for the Preparation, Implementation, and Administration of Local Transactions and Use Taxes as approved by voters via Measure MP

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopt a Resolution authorizing certain public officials to access tax records;
2. Authorize the City Manager to execute two agreements with the State of California for the Preparation, Implementation, and Administration of taxes authorized by Measure MP, in a form approved by the City Attorney; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On the November 8, 2022, voters adopted Measure MP which authorizes a ¾ cent transactions and use (sales) tax. The measure was adopted based upon a 58.14% voter approval. This tax will begin to be collected by businesses on April 1, 2022. Various ancillary documents must be approved by the City Council in order for the State of California to remit tax revenue to the City of Monterey Park including, without limitation, a resolution authorizing certain officials to access tax records retained by the California Department of Tax and Fee Administration (CDTFA).

BACKGROUND:

CDTFA is responsible for administering and collecting the transactions and use taxes for all applicable jurisdictions within the State of California. CDTFA requires that the City enter into a “Preparatory Agreement” authorizing the CDTFA to prepare to administer the new transactions and use tax in accordance with Measure MP. The CDTFA also requires the City enter into an “Administrative Agreement” authorizing the CDTFA to administer and carry out Measure MP, as well as provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code. The CDTFA further requires that City Council designate, in writing and by resolution, any officer(s), employee(s), or any other person(s) authorized to

examine transactions and use tax records collected for the City by the CDTFA. The City currently contracts with Hinderliter De Llamas and Associates Companies (HDL) to examine and audit transactions and use tax records provided by the CDTFA. Consequently, the City Council is requested to authorize HDL to examine the CDTFA's records affected by the tax imposed by Measure MP.

FISCAL IMPACT:

There is no fiscal impact associated with designating authorized personnel to examine the CDTFA's records or to approve the agreements.

Respectfully submitted by:

Martha Garcia
Director of Finance

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT(S):

1. Resolution Authorizing City Manager to Execute Agreements
2. Resolution for Examination of Confidential Records

ATTACHMENT 1
Resolution Authorizing City Manager to Execute Agreements

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX

WHEREAS, on December 7, 2022, the City Council adopted Ordinance No. 2225 amending the City Municipal Code and providing for a local transactions and use tax; and

WHEREAS, the California Department of Tax and Fee Administration (Department) administers and collects the transactions and use taxes for all applicable jurisdictions within the state; and

WHEREAS, the Department will be responsible to administer and collect the transactions and use tax for the City; and

WHEREAS, the Department requires that the City enter into a "Preparatory Agreement" and an "Administration Agreement" prior to implementation of said taxes; and

WHEREAS, the Department requires that the City Council authorize the agreements;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEREY PARK RESOLVES AS FOLLOWS:

SECTION 1: The City Council hereby approves the "Preparatory Agreement" attached as Exhibit A and the "Administrative Agreement" attached as Exhibit B and the City Manager to execute each of the agreements.

SECTION 2: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City's original resolutions; and make a minute of the adoption of the Resolution in the City Council's records and the minutes of this meeting.

SECTION 3: This Resolution will become effective immediately upon adoption by the City Council and will remain effective repealed or superseded.

PASSED AND ADOPTED this 7th day of December, 2022.

_____
Henry Lo, Mayor

ATTEST:

_____
Maychelle Yee, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE CITY'S TRANSACTIONS AND USE TAX ORDINANCE

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the City of Monterey Park, hereinafter called *City*, and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, hereinafter called *Department*, do agree as follows:

1. The Department agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.

2. City agrees to pay to the Department at the times and in the amounts hereinafter specified all of the Department's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Department's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Department. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.

4. Any dispute as to the amount of preparatory costs incurred by the Department shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Department shall be billed by the Department periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Department the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

6. The amount to be paid by City for the Department's preparatory costs shall not exceed one hundred seventy-five thousand dollars ($175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail. Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration
P.O. Box 942879 MIC: 27
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

City of Monterey Park
Attn: Finance Director
320 West Newmark Avenue
Monterey Park, CA 91754

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Department has received all payments due from City under the terms of this agreement.

CITY OF MONTEREY PARK

By _____

Ron Bow
(Typed Name)

City Manager
(Title)

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

(Rev. 11/17)

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

By _____
Administrator
Local Revenue Branch

EXHIBIT B

AGREEMENT FOR STATE ADMINISTRATION OF CITY TRANSACTIONS AND USE TAXES

The City Council of the City of the City of Monterey Park has adopted, and the voters of the City of Monterey Park (hereafter called “City” or “District”) have approved by the required majority vote, the City of Monterey Park Transactions and Use Tax Ordinance (hereafter called “Ordinance”), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the California State Department of Tax and Fee Administration, (hereinafter called the “Department”) and the City do agree as follows:

ARTICLE I

DEFINITIONS

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section 7285.9, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.

2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No. 2225, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

ARTICLE II

ADMINISTRATION AND COLLECTION OF CITY TAXES

A. Administration. The Department and City agree that the Department shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

B. Other Applicable Laws. City agrees that all provisions of law applicable to the administration and operation of the Department Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Department pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

C. Transmittal of money.

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

D. Rules. The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

E. Preference. Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Department shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

F. Security. The Department agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Department.

G. Records of the Department.

When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Department agrees to permit authorized personnel of the City to examine the records of the Department, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Department's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Department pursuant to this Agreement.

H. Annexation. City agrees that the Department shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Department. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

ARTICLE III

ALLOCATION OF TAX

A. Allocation. In the administration of the Department's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion

of the Department, to all districts with which the Department has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Department, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

B. Vehicles, Vessels, and Aircraft. For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Department in determining the place of use.

ARTICLE IV

COMPENSATION

The City agrees to pay to the Department as the State's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Department for the City.

ARTICLE V

MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate. A notification is complete when deposited in the mail.

Communications and notices to be sent to the Department shall be addressed to:

California State Department of Tax and Fee Administration
P.O. Box 942879
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to the City shall be addressed to:

City of Monterey Park
Attn: Finance Director
320 West Newmark Avenue,
Monterey Park, CA 91754

Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on December 7, 2022. This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Department completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

C. Notice of Repeal of Ordinance. City shall give the Department written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

ARTICLE VI

ADMINISTRATION OF TAXES IF THE
ORDINANCE IS CHALLENGED AS BEING INVALID

A. Impoundment of funds.

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Department the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

B. Costs of administration. Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Department may retain all payments made by City to Department to prepare to administer the City Ordinance.

2. City will pay to Department and allow Department to retain Department's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.

3. City will pay to Department or to the State of California the amount of any taxes plus interest and penalties, if any, that Department or the State of California may be required to rebate or refund to taxpayers.

4. City will pay to Department its costs for rebating or refunding such taxes, interest, or penalties. Department's costs shall include its additional cost for developing procedures for processing

the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Department's staff for use in making these rebates or refunds and any other costs incurred by Department which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Department's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Department. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.

6. Any dispute as to the amount of costs incurred by Department in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Department in connection with such refunds shall be billed by Department on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Department shall bill City on or before the 25th of each month for all costs incurred by Department for the preceding calendar month. City shall pay to Department the amount of such costs on or before the last day of the succeeding month and shall pay to Department the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Department costs incurred in making those refunds.

CITY OF MONTEREY PARK

By _____
(Signature)

Ron Bow
(Typed Name)

City Manager
(Title)

Approved as to form: _____
Karl H. Berger, City Attorney

CALIFORNIA STATE DEPARTMENT OF TAX AND FEE ADMINISTRATION

By _____
Administrator
Local Revenue Branch

ATTACHMENT 2
Resolution for Examination of Confidential Records

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK AUTHORIZING EXAMINATION OF SALES OR TRANSACTIONS AND USE TAXES RECORDS

WHEREAS, pursuant to Ordinance No. 2225 of the City of Monterey Park ("City"), and Revenue and Taxation Code section 7270, the City entered into a contract with the California Department of Tax and Fee Administration ("Department") to perform all functions incident to the administration and collection of transactions and use taxes; and

WHEREAS, the City Council deems it desirable and necessary for authorized officers, employees and representatives of the City to examine confidential sales or transactions and use tax records of the Department pertaining to transactions and use taxes collected by the Department for the City pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records, and Section 7056.5 of the California Revenue and Taxation Code establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales or transactions and use tax records of the Department;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEREY PARK HEREBY RESOLVES AS FOLLOWS:

SECTION 1: That the City Manager, Assistant City Manager, Director of Finance and Finance Manager or other officer or employee of the City designated in writing by the City Manager to the California Department of Tax and Fee Administration is hereby appointed to represent the City with authority to examine sales or transactions and use tax records of the Department pertaining to transactions and use taxes collected for the City by the Department pursuant to the contract between the City and the Department.

SECTION 2: The information obtained by examination of Department records shall be used only for purposes related to the collection of City transactions and use taxes by the Department pursuant to that contract, and for purposes related to the following governmental functions of the City:

(a) Budget planning and revenue management

(b) Transportation planning

(c) Community and economic development

(d) City administration

(e) Business license tax administration

The information obtained by examination of Department records shall be used only for those governmental functions of the City listed above.

SECTION 3: That Hinderliter De Llamas and Associates is hereby designated to examine the sales or transactions and use tax records of the Department pertaining to transactions and use taxes collected for the City by the Department. The person or entity designated by this section meets all of the following conditions, which are also included in the contract between the City and the Hinderliter De Llamas and Associates:

a) has an existing contract with the City to examine those sales or transactions and use tax records;

b) is required by that contract to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information.

c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;

d) is prohibited by that contract from retaining the information contained in, or derived from those sales or transactions and use tax records, after that contract has expired.

The information obtained by examination of Department records shall be used only for purposes related to the collection of City transactions and use taxes by the Department pursuant to the contract between the City and the Department and for those purposes relating to the governmental functions of the City listed in Section 2 of this Resolution.

Section 4. That Hinderliter De Llamas and Associates is hereby designated to examine the sales or transactions and use tax records of the Department pertaining to any petition or appeal for the reallocation/redistribtuion of sales or transactions and use taxes that was filed by Hinderliter De Llamas and Associates on behalf of the City pursuant to the contract between the Hinderliter De Llamas and Associates and City. The person or entity designated by this section meets all of the following conditions, which are also included in the contract between the City and the Hinderliter De Llamas and Associates:

a) has an existing contract with the City to examine those sales or transactions and use tax records;

b) is required by that contract to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information.

c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;

d) is prohibited by that contract from retaining the information contained in, or derived from those sales or transactions and use tax records, after that contract has expired.

SECTION 4: This Resolution supersedes all prior resolutions of the City Council adopted pursuant to subdivision (b) of Revenue and Taxation Code section 7056.

SECTION 5: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City's original resolutions; and make a minute of the adoption of the Resolution in the City Council's records and the minutes of this meeting.

SECTION 6: This Resolution will become effective immediately upon adoption by the City Council and will remain effective repealed or superseded.

PASSED AND ADOPTED this 7th day of December, 2022.

_____
Henry Lo, Mayor

ATTEST:

_____
Maychelle Yee, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

City Council Staff Report

DATE: December 7, 2022

AGENDA ITEM NO: Consent Calendar - 3B

TO: The Honorable Mayor and City Council

FROM: Steve Sizemore, Interim Community Development Director
Jessica Serrano, Planning Manager

SUBJECT: Consideration and possible action to 1) adopt an Urgency Ordinance extending the effective date for the 2020 Monterey Park Business Recovery Program from December 30, 2022 to May 31, 2023; and 2) waive further reading and adopt an Ordinance extending the effective date for the 2020 Monterey Park Business Recovery Program from December 30, 2022 to May 31, 2023.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting an urgency ordinance extending the effective date for the 2020 Monterey Park Business Recovery Program upon 4/5 vote to become immediately effective upon adoption;
2. Waiving the second reading and adopting an Ordinance extending the effective date for the 2020 Monterey Park Business Recovery Program; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City Council introduced and approved the Ordinance for first reading at the November 16, 2022 City Council meeting. The original staff report (from November 16, 2022) is attached for reference. Second reading and adoption of this Ordinance is recommended together with the accompanying adoption of an urgency ordinance to ensure that businesses operating under the outdoor temporary event permit regulations can continue operating until such time that the permanent outdoor dining operations are adopted. If adopted by 4/5 vote, the urgency ordinance will take effect immediately.

FISCAL IMPACT:

There are no direct foreseeable direct costs with extending the Program. It is anticipated that the program will assist local businesses. This will also help stabilize the City's revenue projections for budgeting purposes.

Respectfully submitted by:

Ron Bow
City Manager

Prepared by:

Jessica Serrano
Planning Manager

Reviewed by:

Joaquin Vazquez
Deputy City Attorney

ATTACHMENTS:

1. Urgency Ordinance extending the time of the 2020 Monterey Park Business Recovery Program from December 30, 2022 to May 31, 2023
2. Ordinance extending the time of the 2020 Monterey Park Business Recovery Program from December 30, 2022 to May 31, 2023.
3. City Council Staff Report, dated November 2, 2022 (without attachments)

ATTACHMENT 1

Urgency Ordinance

ORDINANCE NO. ____

AN URGENCY ORDINANCE EXTENDING THE 2020 MONTEREY PARK BUSINESS RECOVERY PROGRAM'S EFFECTIVE DATE FROM DECEMBER 30, 2022 TO MAY 31, 2023.

The City Council does ordain as follows:

SECTION 1. *Findings*. The City Council finds, determines and declares as follows:

A. During the COVID-19 Pandemic, the City Council adopted a series of ordinances collectively known as the 2020 Monterey Park Business Recovery Program (the "Program"). Since then, the City Council took various actions to codify most of the Program into the Monterey Park Municipal Code ("MPMC").

B. Ordinance No. 2207 (adopted April 21, 2021) provides that the remaining elements of the Program will expire December 30, 2022.

C. On November 16, 2022, the City Council introduced Ordinance No. ____ (second reading and adoption is scheduled for December 7, 2022). As noted in the staff report that accompanied Ordinance No. ____, the permanent regulations needed to implement the outdoor dining and events permit part of the Program still needs "fine-tuning." Consequently, it is in the public interest to extend the outdoor dining and events permit regulations through May 31, 2023.

D. In accordance with Government Code §§ 36934 and 36937(b), the City Council finds that this Ordinance should be adopted on an urgency basis to preserve the public health, safety and welfare. This Ordinance's immediate adoption is necessary to prevent disruption to local businesses operating under the Program's existing, temporary regulations as the City prepares to expeditiously present an Ordinance to the City Council for its consideration in making such Program regulations permanent. This will ensure continuity with existing facilities and commercial operations.

SECTION 2. *Environmental Assessment.* This Ordinance was reviewed pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq*., "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq*., the "CEQA Guidelines"). Adopting this Ordinance is exempt from further environmental review because it establishes rules and procedures for operation of existing facilities; minor temporary use of land; minor alterations in land use; new construction of small structures; and minor structures accessory to existing commercial facilities. The Ordinance, therefore, is categorically exempt from further CEQA review under CEQA Guidelines §§ 15301; 15303, 15304(e); 15305; and 15311. Further, the

adopting the ordinance is also exempt from review under CEQA pursuant to CEQA Guidelines § 15061(b)(3) because the ordinance is for general policies and procedure-making. It can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment. Individual projects utilizing the 2020 Monterey Park Business Recovery Program will each be separately subject to an environmental assessment.

SECTION 3. *Extension of Time.* The portions of the Program, as extended under Section 3 of Ordinance No. 2207 (adopted April 21, 2021), are further extended through May 31, 2023. This Ordinance (and, therefore, the Program) will automatically be repealed and will become ineffective on June 1, 2023, unless the City Council takes additional action to extend the effectiveness of this Ordinance or supersedes it via a subsequently adopted Ordinance.

SECTION 4. *Amendments.* The portions of the Program codified within the MPMC take supersede all portions of the Program that are uncodified. Accordingly, any conflict between the MPMC and the remaining portions of the Program will be resolved in favor of the MPMC.

SECTION 5. *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 6. *Enforceability*. Amendment or repeal of any provision of any previously adopted Ordinance 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 7. *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 any other ordinance by this Ordinance will be rendered void and cause such previous ordinance to remain in full force and effect for all purposes.

SECTION 8. *Reliance on Record*. 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 project. The findings and 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 9. *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 10. *Recording.* The City Clerk, or her duly appointed deputy, 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 11. *Electronic Signatures.* Pursuant to MPMC Chapter 3.95, 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 12. *Effective Date*. Based on the findings in Section 1, this urgency ordinance is adopted by a four-fifths vote for the immediate preservation of the public peace, health, safety and welfare and will become effective immediately upon adoption pursuant to Government Code § 36937(b).

PASSED AND ADOPTED this ____ day of _____, 2022.

_____
Henry Lo, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

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

_____
Joaquin Vazquez, Deputy City Attorney

ATTACHMENT 2
Proposed Ordinance

ORDINANCE NO. ____

AN ORDINANCE EXTENDING THE 2020 MONTEREY PARK BUSINESS RECOVERY PROGRAM'S EFFECTIVE DATE TO MAY 31, 2023.

The City Council does ordain as follows:

SECTION 1. *Findings*. The City Council finds, determines and declares as follows:

A. Since March 11, 2020, the City (and the nation) has been in a declared a state of local emergency due to the COVID-19 Pandemic (the "Emergency").

B. During the Emergency, the City Council adopted a series of regulations (Ordinance Nos. 2178, 2182, 2184, and 2185) which are, collectively, the 2020 Monterey Park Business Recovery Program (the "Program").

C. Since the Program was adopted, the City Council took various actions to codify various regulations on a permanent basis. Most of the Program is now codified within the Monterey Park Municipal Code ("MPMC").

D. The remaining temporary regulations that affect outdoor dining and events within the Program will expire December 30, 2022.

E. A report was provided to the City Council regarding the ongoing efforts to stimulate the local economy through the Program's outdoor dining and events regulations and future consideration of making certain associated regulations permanent. Based upon that report, the City Council finds it is in the public interest to extend the outdoor dining and events permit regulations through May 31, 2023. This will give staff additional time to recommend appropriate changes to the Monterey Park Municipal Code ("MPMC") that will help promote the City Council's intent to assist local businesses recover from the Emergency.

SECTION 2. *Environmental Assessment.* This Ordinance was reviewed pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq*., "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq*., the "CEQA Guidelines"). Adopting this Ordinance is exempt from further environmental review because it establishes rules and procedures for operation of existing facilities; minor temporary use of land; minor alterations in land use; new construction of small structures; and minor structures accessory to existing commercial facilities. The Ordinance, therefore, is categorically exempt from further CEQA review under CEQA Guidelines §§ 15301; 15303, 15304(e); 15305; and 15311. Further, the adopting the ordinance is also exempt from review under CEQA pursuant to CEQA Guidelines § 15061(b)(3) because the ordinance is for general policies and procedure-making. It can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment. Individual projects utilizing the 2020

Monterey Park Business Recovery Program will each be separately subject to an environmental assessment. Finally, this Ordinance is exempt from further review pursuant to CEQA Guidelines § 15269(a) because the protection of public and private property is necessary to maintain service essential to the public, health and welfare.[1]

SECTION 3. *Extension of Time.* The portions of the Program, as extended under Section 3 of Ordinance No. 2207 (adopted April 21, 2021), are further extended through May 31, 2023. This Ordinance (and, therefore, the Program) will automatically be repealed and will become ineffective on June 1, 2023, unless the City Council takes additional action to extend the effectiveness of this Ordinance or supersedes it via a subsequently adopted Ordinance.

SECTION 4. *Amendments.* The portions of the Program codified within the MPMC take supersede all portions of the Program that are uncodified. Accordingly, any conflict between the MPMC and the remaining portions of the Program will be resolved in favor of the MPMC.

SECTION 5. *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 6. *Enforceability*. Amendment or repeal of any provision of any previously adopted Ordinance 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 7. *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 any other ordinance by this Ordinance will be rendered void and cause such previous ordinance to remain in full force and effect for all purposes.

SECTION 8. *Reliance on Record*. 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 project. The findings and 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 9. *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

[1] CEQA findings regarding an anticipated imminent emergency are valid (*see CalBeach Advocates v. City of Solana Beach* (2002) 103 Cal.App.4th 529).

end, the provisions of this Ordinance are severable.

SECTION 10. *Recording.* The City Clerk, or her duly appointed deputy, 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 11. *Electronic Signatures.* Pursuant to MPMC Chapter 3.95, 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 12. *Effective Date*. This Ordinance will become effective 30 days after its adoption and remain effective unless superseded or repealed.

PASSED AND ADOPTED this ____ day of _____, 2022.

_____
Henry Lo, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

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

_____
Joaquin Vazquez, City Attorney

ATTACHMENT 3

City Council Staff Report, November 2, 2022

City Council Staff Report

DATE: November 16, 2022

AGENDA ITEM NO:

TO: The Honorable Mayor and City Council

FROM: Steve Sizemore, Interim Community Development Director
Jessica Serrano, Planning Manager

SUBJECT: Introducing and waiving the first reading of an ordinance extending the effective date for the 2020 Monterey Park Business Recovery Program from December 30, 2022 to May 31, 2023.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Introducing and waiving the first reading of an ordinance extending the effective date for the 2020 Monterey Park Business Recovery Program from December 30, 2022 to May 31, 2023.
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

In 2020, at the onset of the COVID-19 pandemic, the City adopted a series of ordinances aimed at combating the effects of the pandemic on our local economy including the creation of the 2020 Monterey Park Business Recovery Program (the "Program"). The Program included temporary regulations to help local businesses recover from the devasting effects of the pandemic. The majority of the temporary regulations have been codified permanently into the Monterey Park Municipal Code, except for the outdoor temporary event permit regulations. The outdoor temporary event permit regulations were first adopted in July 15, 2020 and have since been extended twice. They are set to expire on December 30, 2022.

Staff prepared an ordinance to adopt *permanent* regulations for this valuable outdoor dining use. On November 8, 2022, the Planning Commission conducted a duly noticed public hearing and adopted a resolution recommending City Council approval of a draft ordinance with permanent regulations.

To ensure ample time for noticing and presentation to the City Council for its consideration of the ordinance with permanent regulations, staff recommends the City Council adopt the attached proposed extension ordinance to continue the effective date of the Program from December 30, 2022 to May 31, 2023. This would allow the temporary outdoor dining regulations to continue for a specified period.

FISCAL IMPACT:
There are no direct foreseeable direct costs with extending the Program. It is anticipated that the program will assist local businesses. This will also help stabilize the City's revenue projections for budgeting purposes.

Respectfully submitted by:

Ron Bow
City Manager

Prepared by:

Jessica Serrano
Planning Manager

Reviewed by:

Joaquin Vazquez
Deputy City Attorney

ATTACHMENTS:

1. Proposed Ordinance extending the time of the 2020 Monterey Park Business Recovery Program from December 30, 2022 to May 31, 2023.
2. Ordinance No. 2207 amending the 2020 Monterey Park Business Recovery Program and extending its effective date to December 30, 2022.

City Council Staff Report

DATE: December 7, 2022

AGENDA ITEM NO: Consent Calendar - 3C

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

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution approving a Memorandum of Understanding ("MOU") between the City of Monterey Park and the Monterey Park Police Officers' Mid-Management Association ("MPPOMMA"). The MPPOMMA represents the Police Lieutenants and Police Sergeants in the Monterey Park Police Department;
2. Authorizing budget appropriation of approximately $198,002 from the General Fund and $136,000 from the American Rescue Plan Act (ARPA) Funds for the 2022-2023 fiscal year; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

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

BACKGROUND:

MPPOMMA's current MOU term is valid from July 1, 2018 to June 30, 2022. On November 22, 2022 MPPOMMA's representatives agreed to the following terms and conditions:

- One year agreement – July 1, 2022 to June 30, 2023
- Base salary increase – 6% cost of living adjustment to base salary effective retroactively two (2) pay periods preceding when the MPPOMMA ratified the agreement terms and after Council approval of this MOU.
- Modification to MOU language for:
    - Article 8 – Irrevocable election method for all discretionary leave cash out(s)
    - Article 33 – increase percentage of compensable accrual time allowed to use toward deferred compensation plan 3-year catch-up plan (employee contribution).

- Essential Worker Premium Pay – non-PERSable lump sum of $8,000 per employee covered by the MPPOMMA MOU, who was employed in a sworn classification prior to March 31, 2021 and is employed in this unit on the date of distribution. To be distributed with the first payroll distribution after Council adoption of this MOU.

FISCAL IMPACT:
The total cost of the MOU is estimated at a total of $334,002. An Authorized budget appropriation of approximately $198,002 from the General Fund and $136,000 from the American Rescue Plan Act (ARPA) Funds for the 2022-2023 fiscal year is required.

Respectfully submitted by:

Christine Tomikawa
Director of Human Resources and Risk Management

Review by:

Martha Garcia
Director of Management Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS:
1. Monterey Park Police Officers' Mid-Management Association MOU – redline version
2. Monterey Park Police Officers' Mid-Management Association MOU – clean version
3. Proposed MOU Resolution

ATTACHMENT 1

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

MEMORANDUM OF UNDERSTANDING

between

THE CITY OF MONTEREY PARK, CALIFORNIA

and

THE MONTEREY PARK POLICE OFFICERS' MID-MANAGEMENT ASSOCIATION

~~FOUR~~ONE-YEAR AGREEMENT: 07/01/2022~~18~~ – 06/30/2022~~2~~3

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between
THE CITY OF MONTEREY PARK, CALIFORNIA
and
THE MONTEREY PARK POLICE OFFICERS' MID-MANAGEMENT ASSOCIATION
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MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF MONTEREY PARK
and
THE MONTEREY PARK POLICE OFFICERS' MID-MANAGEMENTASSOCIATION
~~FOUR~~ ONE YEAR -AGREEMENT 07/01/2022~~18~~ - 06/30/2023~~2~~

PREAMBLE

This Memorandum of Understanding (MOU) has been prepared in accordance with the California Government Code (Section 3500 et seq.). The City of Monterey Park, California, hereinafter referred to as the "City", and the Monterey Park Police Officers Mid-Management Association, hereinafter referred to as "MPPOMMA," have reached this Memorandum of Understanding pursuant to meeting and conferring in good faith. Unless specifically provided herein, changes in wages, hours and terms and conditions of employment shall be prospectively effective on and after City Council adoption of this MOU.

ARTICLE 1 - SCOPE OF MEMORANDUM OF UNDERSTANDING

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

ARTICLE 2 - RECOGNITION

A. The City acknowledges MPPOMMA as the representative for certain employees in the Police Department of the City of Monterey Park, California, for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.

B. This MOU shall cover all employees working in the classification of Police Lieutenant and Police Sergeant.

C. This MOU does not preclude employees in such employment classifications from representing themselves individually in their employment relations with the City.

ARTICLE 3 - CITY RESPONSIBILITIES AND RIGHTS

A. To insure that the City is able to carry out its statutory functions and responsibilities, the following matters will not be subject to the terms of this MOU, but shall be within the exclusive discretion of the City: to select and determine the number and types of employees required; to assign work to employees in accordance with the City; to establish and change work schedules and assignments; to hire, transfer and to promote or to lay off employees for lack of work and for all other legitimate reasons; to suspend, discipline or discharge for just cause; to expand or diminish services; to subcontract any work or

operations; to determine and change at its sole discretion, the number of locations, relocations and types of operations and the processes and materials to be employed.

B. Not withstanding the above, the City hereby agrees to Meet and Confer with MPPOMMA on any changes regarding hours, work schedules, salaries, or working conditions. The City agrees to adhere to the job specifications established for each classification.

ARTICLE 4 - EMPLOYEE AND/OR EMPLOYEE REPRESENTATIVES

A. All employees represented by MPPOMMA shall have the right to join MPPOMMA, or to refuse or refrain from joining MPPOMMA.

B. Members of MPPOMMA may, by any reasonable methods, select three (3) representatives who may or may not be City employees to meet and confer with the City Representative Committee or other management officials on subjects within the scope of representation during regular duty or working hours, provided:

1. That no employee representative shall leave his/her duty or workstation or assignment without specific approval by any authorized departmental management official.

2. That any such meeting is subject to scheduling by an authorized departmental management official so as to avoid interference with or interruption of assigned work schedules or work performance.

C. The City will deduct dues and initiation fees from those employees who voluntarily sign and have submitted to the City the necessary authorization card.

D. Deductions as are authorized in writing by the employee shall be deducted from earned wages or salaries on each payday. The City shall forward to MPPOMMA all dues and/or initiation fees deducted from the employees for any month, the first of the succeeding month.

E. MPPOMMA shall indemnify, defend and hold the City harmless against claims and any suit instituted by an employee against the City which shall arise out of any action which shall be taken by the City in accordance with the sections regarding dues deduction.

F. MPPOMMA representatives, while on City property, shall abide by the City's safety rules and regulations.

G. The Employee Representatives will include at least one employee member. Employee Representatives shall be provided reasonable release time, without loss of salary or benefits, for purposes of collective bargaining and/or processing of employee grievances. In addition, Association representatives may be granted reasonable release time to attend Association sponsored training programs, seminars, and conferences, subject to prior City approval.

H. A written list of the Officers of MPPOMMA and the Employee Representatives shall be furnished to the City immediately after their designation, and MPPOMMA shall notify the City promptly in writing of any changes of such Officers or Representatives.

ARTICLE 5 - COMMUNICATIONS

Space shall be provided on City bulletin boards for the posting of the following notices of immediate concern to the employee group members:

1. MPPOMMA recreational and social activities.

2. MPPOMMA election notices and results.

3. MPPOMMA meetings and events.

4. Such other notices as may be mutually agreed upon by MPPOMMA and the Department Director or representative.

5. All notices and materials regarding the business of the MPPOMMA.

ARTICLE 6 - CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

A. MPPOMMA hereby agrees MPPOMMA represented employees and officers and/or agents of MPPOMMA shall not engage in, encourage, sanction, support, authorize or suggest any work stoppages, strikes, boycotts, slowdowns, mass resignation, mass absenteeism, or any other intentional interference of work of the City. However, information pickets, following an impasse in the labor negotiation process, are excluded from this Article and are therefore allowed as long as the picketing is not violent, does not block ingress or egress and/or does not interfere with the public health, safety or order.

B. In the event any employee, or employees, participates in any of the prohibited activities stated above, MPPOMMA shall notify such employee or employees, so engaged to cease and desist from such activities and shall instruct said person, or persons, to return to their normal work assignment and duties.

C. The employee, or employees, participating in the activities prohibited above shall be subject to disciplinary action by the City, including suspension or discharge in accordance with the City's Personnel Rules and Regulations.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a formal written or oral allegation by a member of MPPOMMA

on behalf of specified unit members have been adversely affected by an alleged violation of the specific provisions of this Memorandum of Understanding, the City's Personnel Rules, written Department Rules, Regulations, policies and procedures or an appeal of a disciplinary action decision by the City Manager.

2. A "disciplinary grievance" is a formal written objection or challenge to any disciplinary action as defined by the Personnel Rules and Regulations. A "disciplinary grievance" shall be filed after the written receipt of the City Manager's decision, and shall constitute the sole and exclusive process of appeal. Such appeals shall be processed at Level IV, Administrative Hearing.

3. A "grievant" is any unit member or the MPPOMMA on behalf of specified unit members adversely affected by an alleged violation within the scope of the grievance procedure as defined above.

4. A "day" is any day in which the administrative offices of the City of Monterey Park are open for regularly scheduled business.

B. GENERAL PROVISIONS

1. If an employee is receiving direction from his/her supervisor but believes the direction forms the basis for a viable grievance, the employee must still comply with the direction. If that grievance is ultimately sustained only then may the employee not comply with that directive.

2. Grievance documents shall not be placed in the personnel file, unless they relate to discipline. If they relate to discipline, they will not be placed in an employee's personnel file until after the discipline appeal process (if applicable) is completed.

3. Time limits for appeal provided at any level of this procedure shall begin the first day following receipt of the written decision by the grievant and/or MPPOMMA. Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. The grievant and the City may extend any time deadline by mutual agreement. If the City fails to respond to the grievant by the deadline to respond at any step in the grievance process, that shall constitute a denial of the grievance at that step and the grievant' s time to file an appeal to the next step shall start the following day.

4. Every effort will be made to schedule meetings for the processing of grievances during the regular work schedule of the participants. If any grievance meeting or hearing must be scheduled during duty hours, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

5. Any unit member may, at any time, present grievances to the City and have such grievances resolved without the intervention of MPPOMMA, as long as the

resolution is reached prior to the hearing and the resolution is not inconsistent with the terms of this MOU; provided that the City shall not agree to a resolution of the grievance until MPPOMMA has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response within twenty (20) days. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of MPPOMMA, which may include the attorney of MPPOMMA. MPPOMMA may also be represented at any grievance meetings and will be notified of any such meetings.

6. This grievance procedure shall be the sole and exclusive procedure for processing objections or challenges to disciplinary actions as defined in the Personnel Rules and Regulations and shall satisfy all administrative appeal rights and protection.

7. There shall be no reprisals, interference, coercion or discrimination against any employee for processing a grievance at any level, or for assisting a grievant in the processing of a grievance.

C. PROCEDURE - Grievances will be processed in accordance with the following procedures:

1. Level I - Informal Resolution: Any unit member or MPPOMMA who believes he/she has a grievance shall present the grievance orally to the immediate supervisor within fifteen (15) workdays after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will mean the grievance is untimely and shall not be processed. The immediate supervisor shall hold discussions and attempt to resolve the matter within fifteen (15) days after the presentation of the grievance. It is the intent of this informal procedure that at least one personal conference be held between the aggrieved employee, their representative and the immediate supervisor.

2. Level II - Formal Written Grievance

a. If the grievance is not resolved during the informal conference and the grievant wishes to continue the grievance process, the grievant shall present the grievance in writing on the appropriate form to the Police Chief within ten (10) days after the oral decision by the immediate supervisor.

The written information shall include: (a) a description of the specific grounds of the grievance; (b) a listing of the provisions of this agreement, personnel rules, regulations or procedures alleged to have been violated; and (c) a listing of specific actions requested of the City which will remedy the grievance.

b. The Police Chief or his/her designee shall communicate the decision, in writing, to the grievant within ten (10) days after receiving the grievance.

c. Within the above time limits the parties may request a personal conference.

d. Grievances which do not allege grievable subjects as defined under Section A.1 above are not subject to review above this level.

3. Level III - Appeal to the City Manager

a. If the grievant is not satisfied with the decision at Level II, the grievant may, within ten (10) days of the receipt of the decision at Level II, appeal the decision to the City Manager. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal.

b. The City Manager shall communicate the decision, in writing, to the grievant within ten (10) days. If the City Manager does not respond within the time limits provided, the grievant may appeal to the next level.

4. Level IV - Administrative Hearing

a. If the grievant is not satisfied with the decision at Level III, or if an employee or MPPOMMA wishes to appeal the disciplinary decision of the City Manager, the grievant/employee may, within ten (10) days of the receipt of the decision, for an administrative hearing of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, MPPOMMA shall inform the City, in writing, of its request to have an administrative hearing. MPPOMMA and the City shall attempt to agree upon a hearing officer.

If no agreement can be reached, they shall request that the City supply a list of seven (7) names of persons experienced in hearing grievances in cities from a panel mutually selected by MPPOMMA and the City. Each party shall alternately strike a name until only one remains. The remaining panel member shall be the Hearing Officer. The order of the striking names shall be determined by coin toss.

b. If the City requests, the Hearing Officer shall be requested to hear the merits of any issues raised regarding grievability. No hearing on the merits of the grievance will be conducted until the issue of grievability has been decided. The same Hearing Officer shall decide the issue of grievability, and if grievable, then the merits of the dispute.

c. The Hearing Officer shall, within thirty (30) days unless both parties agree otherwise, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission

agreement, the Hearing Officer shall determine the issues by referring to the written grievance and the answers thereto at each step.

d. The Hearing Officer shall hold a hearing on the issue submitted or as determined by the Hearing Officer if the parties have not mutually agreed upon the issue, and render a written decision. The conduct of the hearing proceedings shall be governed by California Code of Civil Procedure section 1280 et. seq. The Hearing Officer's decision shall be the final and binding. The Hearing Officer's decision is reviewable under California Code of Civil Procedure 1094.5.

e. The City and MPPOMMA agree that the jurisdiction and authority of the Hearing Officer so selected and the opinions the Hearing Officer expresses will be confined exclusively to the interpretation of the express provision or provisions of this MOU at issue between the parties. The Hearing Officer shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this MOU or the written ordinances, resolutions, rules, regulations and procedures of the City or the Department, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of this MOU. The Hearing Officer shall be without powers or authority to make any decision that requires the City or management to do an act prohibited by law.

f. In the event that this grievance procedure is used to challenge disciplinary actions, the Hearing Officer shall prepare a written decision containing findings of fact, determination of issues, and statement of the precise disciplinary penalty, if any.

g. After a hearing and after both parties have had an opportunity to make an oral closing or submit written arguments, the Hearing Officer shall submit in writing to all parties his/her findings and award. If either party requests the closing to be in writing, then both parties will submit a written argument.

h. The fees and expenses of the Hearing Officer shall be shared equally by the City and MPPOMMA. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire hearing. The cost of the services of such court reporter shall be shared equally by the parties.

i. By filing a grievance and processing it beyond Level III, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/administrative hearing procedure. The processing of a grievance beyond level III shall constitute an express election on the part of the grievant that the

grievance/administrative hearing procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the hearing award in any court of competent jurisdiction.

j. With regard to discipline-related hearings governed by this Section (C)(4), where the discipline subject to appeal consists of a minimum of 8.1 hours and a maximum of 24 hours, the following limitation shall apply to the amount of time available to each party to the hearing for a presentation of any individual party's case. For purposes of time-limit computation only, the Association and any one (1) employee, as well as any other entity that may properly be appearing on behalf of or with an interest similar to the Association or employee, shall be jointly deemed to be the same one party for computing the time limitation on presentations. Accordingly, the time limitation shall not be multiplied by the number of individuals or entities appearing, on behalf of, or with an interest similar to, the individual employee who has been disciplined.

Each party to the Article 7 administrative appeal shall be limited to a maximum of twelve (12) hours of presentation time during conduct of an administrative appeal pursuant to MOU Article 7(C)(4) Level IV Administrative Hearing.

"Presentation Time" against which shall be charged the twelve (12) hour presentation time limitation, shall include oral opening statement and oral closing argument, direct/redirect examination of witnesses, rebuttal and sur-rebuttal witness testimony, demonstrations, and site inspections (excluding travel time to and from the site). Cross examination shall not be counted as part of the "Presentation Time."

The hearing officer shall record and maintain account of all such hours by means of a timekeeping device suitable to the task. Absent stipulation by the parties to extend the twelve (12) hour limitation, the hearing officer shall have no authority to extend said limitation.

5. Disciplinary Proceedings (one day suspension): For purposes of this section alone, a one (1) day suspension shall be equivalent to eight (8) hours of salary, regardless of the actual hours worked in a shift. Suspensions of one (1) day shall be excluded from the arbitration appeal process. Upon receipt from the Chief of Police or his designee of a notice of intended penalty of one (1) day or less, the employee shall have ten (10) business days (Monday - Friday) to submit a written request to the City Manager requiring mediation. The matter shall then be submitted to a mediator provided by the State Mediation and Conciliation Service. Absent agreement as to identity of the mediator, the parties shall alternately strike names from a list supplied by the Los Angeles Office of SMCS. A mediation

session shall then be calendared. The mediation shall not be an evidentiary hearing. Neither party shall be represented by an attorney although non-attorney representatives shall be permitted. There shall be no subpoena power, no submission of briefs, and the mediation shall conclude within the same business day that it commenced. If the manner in which the mediation is resolved is unsatisfactory to either party, then the proceeding before the City Manager shall provide the due process mandated by Skelly v. State Personnel Board and shall not be an evidentiary hearing. The decision of the City Manager shall be the final administrative action not subject to further administrative review. The City Manager's decision is reviewable under California Code of Civil Procedure 1094.5.

ARTICLE 8 - OVERTIME

A. 7K EXEMPTION: The City of Monterey Park has exercised its ability to declare the "7K" exemption under the Fair Labor Standards Act (FLSA) for sworn police personnel. The work period for such employees shall be twenty-eight (28) days in length commencing on Saturday, April 20, 1985 at 2:00 a.m.

B. WORK HOUR PLANS: The City and the Association agree that the Department will utilize the three-twelve and a half (3/12.5) and four-ten (4/10) work hour plans during the term of this MOU. The three-twelve and a half (3/12.5) work hour plan shall cover patrol Sergeants and Lieutenants. The four-ten (4/10) work hour plan shall cover Administrative Lieutenant, Detective Lieutenant, Traffic Sergeant and Detective Sergeant. The 5/8 work hour plan may be permitted at the discretion of the Police Chief.

1. If the City Council determines in its sole discretion to cause a funded Captain's position to remain vacant (or in the alternative, to eliminate funding for a Captain's position), the consequence of such action will be a requirement that Lieutenants, including those assigned to the Patrol Division, be available at the sole discretion of the Chief of Police to perform specified tasks and duties In such cases, it will likely be necessary to modify the work schedule of the affected Lieutenants with the result being their removal from a 3/12.5 or other schedule while assigned to perform specified tasks and duties. However, in no case shall the Lieutenant be reassigned to a 5/8 schedule. If such a decision is made by the City Council, the Chief of Police will have limited time to redeploy one or more Lieutenants in order to perform specified tasks and duties. Accordingly, it is the agreement of the parties that in his sole discretion, the Chief of Police shall have authority to reschedule and redeploy Lieutenants as necessary to meet the needs of the Department as generated by Council exercise of the above discretion. However, the Chief shall also seek out input from the Association as to its recommendations for addressing the Department's service needs should the City Council exercise its discretion as indicated above. However, this shall not be a meet and confer process, shall not be subject to the impasse procedures set forth in the Municipal Code or otherwise, and the redeployment of one or more

Lieutenants may, at the Chief's sole discretion, occur prior to initiation or completion of said meeting process.

In the event of an emergency, as determined by the Chief of Police in his/her sole discretion, the City may cancel, alter or amend the work schedule as necessary, and only for the duration of the emergency, immediately and without the requirement of engaging in the meet and confer process.

Unit members shall be provided twelve (12) days notice prior to any shift change, reassignment or modification. The twelve (12) day notice requirement shall not apply in the case of emergency situations. For the purpose of this rule, emergencies shall mean any unforeseen or unplanned event that impacts Department staffing needs.

C. OVERTIME: For employees assigned to the three-twelve and a half (3/12.5) work hour plan, overtime shall be defined as that time authorized and actually worked by an employee in excess of one hundred sixty (160) hours within the twenty-eight (28) day work period. All employees required to work in excess of the standard work period of one hundred and sixty (160) hours shall receive compensation at the rate of time and one-half (1 1/2) of his/her rate of pay. For employees assigned to the four-ten (4/10) and eight to five (8-5) work hour plan, overtime shall be defined as that time authorized and actually worked by an employee in excess of eighty (80) hours within the fourteen (14) day pay period. All employees required to work in excess of the standard pay period of eighty hours within the fourteen day pay period shall receive compensation at the rate of time and one-half (1 1/2) of his/her rate of pay.

All employees assigned to work the three-twelve and a half (3/12.5) work hour plan and who work in excess of one hundred and sixty (160) hours within the twenty-eight (28) day work period shall be compensated at the completion of the twenty-eight (28) day work period. Regardless of the amount of overtime hours accrued during the first half (80 hours) of the work period, employees shall be compensated eighty (80) hours for that pay period, and the balance of the hours worked shall be compensated at the completion of the twenty-eight (28) day work period. All overtime requests must have the authorization of a supervisor prior to the commencement of such overtime work. Dispatched calls beyond the end of duty time are considered as authorized. An employee's failure to obtain prior approval will result in the denial of overtime request.

All eligible employees assigned to work the four-ten (4/10) work hour plans and who work in excess of eighty (80) hours within the fourteen (14) day pay period shall be compensated for overtime at the completion of the fourteen (14) day pay period.

Determination as to whether or not overtime shall be assigned and/or worked remains in the sole discretion of a responsible supervisor. However, where in the sole discretion of the responsible supervisor, overtime can be efficiently worked by any member of the shift without regard to particular skills or abilities of any eligible employee, then said overtime shall be assigned based on seniority, except in those cases where the overtime duty arises from a case or incident involving another shift Officer. In such case, the involved Officer

shall be assigned the overtime, regardless of seniority.

In those instances where overtime is made available on a Department-wide basis (such as for a movie detail), then said overtime shall be assigned on a seniority basis, unless in the sole discretion of the responsible supervisor(s), particular skills and abilities of Officers are relevant to the assignment of any individual(s) to the overtime duty.

The assignment of overtime, as designated by the Police Chief's 6/12/12 memorandum (attached as an Addendum B), will be the agreed departmental method for overtime call out procedure for replacement of Patrol Sergeants/Lieutenants assigned to Patrol as Watch Commanders or Field Supervisors when a vacancy occurs due to a non-planned event. The intent of the memorandum is to call in overtime rank-for-rank as described in said reference memorandum without limiting the Chief from exercising his management authority and rights in meeting the staffing needs of the department. The Police Chief, as departmental needs arise and pursuit his management rights, may make changes to said method of assignment of overtime. The chief will meet and confer with the POA representatives prior to implementing said changes.

In cases where seniority is utilized to make overtime assignments, the responsible supervisor shall make a reasonable attempt to advise the eligible Officer(s) of the overtime opportunity. Upon said overtime offer either being rejected or the eligible Officer not being responsive to reasonable contact, the responsible supervisor shall repeat said notification steps until the overtime opportunity is selected. Disputes as to whether or not a "reasonable attempt" was made to contact an Officer eligible for seniority-based overtime selection, shall not be subject to the grievance procedure or to any other administrative or civil method of appeal, and the determination of the responsible supervisor in this regard, shall be final, conclusive and not appealable through any means.

Regardless of the above, any responsible supervisor retains the right in his or her sole discretion to disregard seniority in rendering an overtime assignment when, in the sole discretion of the responsible supervisor, the needs of the Department and/or community so dictate. Said decision shall not be subject to any administrative or civil challenge and shall be final and conclusive.

For the purpose of determining overtime, vacation, sick leave, compensatory time off and/or other paid leave time shall be considered compensable hours of work.

D. COMPENSATORY TIME OFF: In lieu of receiving cash payment at time and a half for overtime hours worked, an employee may elect the option of earning compensatory time off. Compensatory time shall be earned at the rate of time and one-half (1 1/2) for each hour worked. The maximum amount of comp time that may be accrued is 480 hours (320 hours worked). All compensatory time on the books will be paid down to forty (40) hours as of December 1 of each year. The remaining balance will remain on the books until such time as employee utilizes the compensatory time.

E. PAID LEAVE ACCRUAL RATES: Employees assigned to the three-twelve and a half (3/12.5) and four-ten (4/10) work hour plans shall accrue vacation, holiday and sick leave in accordance with the accrual rates as outlined herein. When vacation, holidays or sick leave is used, the employee shall be charged based on actual time taken off in relation to his/her regularly assigned shift.

F. REGULAR RATE OF PAY: For the purpose of computing overtime, the employee's regular rate of pay shall include the following components, if applicable, in addition to base salary:

1. Educational Incentive
2. Bilingual Pay
3. Special Assignment Pay
4. Longevity Pay
5. Medical Opt-Out Pay

G. COMPENSABLE HOURS OF WORK:

1. Firearms Qualification: Employees who choose to shoot at the range at times other than as required for qualification and training by the Department, will be considered to be on personal time. Such time is not counted as working time and is not compensable in any manner whatsoever.

2. Voluntary Training Time: Voluntary attendance at training schools/facilities (including the academy) which improves the performance of regular tasks and/or prepares for job advancement are not compensable for hours in excess of the employees' normal work shift. Any such time spent in excess of the normal work shift will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits is not compensable hours of work, even though the employee may be confined to campus or to barracks twenty-four (24) hours a day.

   Travel time to and from the training facility outside of an employee's normal work shift is not compensable hours of work.

   Mandatory training as required by the Department and/or POST is compensable for actual time spent in training. Travel time outside of regularly scheduled work hours for mandatory training is not compensable as work time unless approved by a supervisor. If the use of a personal vehicle is authorized for attendance at mandatory training, mileage shall be reimbursed at current IRS rates, as they exist from time to time during the term of the MOU, for actual miles traveled.

3. City Vehicle Use: Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time in the City vehicle.

This provision also applies in those situations where the radio must be left on and monitored.

This provision does not preclude compensation in those instances where an employee is required to perform emergency law enforcement duties as required by law. In such cases, appropriate compensation shall be provided.

4. Gym Facility: The City provides a room to be used as a gym facility for the voluntary use of employees during their off duty hours. Time spent by employees in working out at the gym facility is not considered hours worked and will not be compensated in any manner.

5. Emergency Call Back Pay: Call-back duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. Call-back does not occur when an employee is held over from his/her shift or is working prior to his/her regular scheduled shift. An employee called back to duty shall be credited with a minimum of three (3) hours work time commencing when he/she receives the call. An employee shall report to duty within a reasonable period of time not to exceed one (1) hour. Any hours worked in excess of three (3) hours shall be credited on a hour-for-hour basis for actual time worked. Travel time from the station to residence shall not be considered hours worked and shall not be compensated in any manner whatsoever. This provision is to be distinguished from "Court Standby" pay in Section 7 which is to be used when an employee is called back to court.

6. Court Pay: When an officer is physically called to court, he/she shall be credited on a hour-for-hour basis for the time actually spent in court, commencing one-half (1/2) hour prior to the scheduled court appearance. An employee shall be credited with a minimum of three (3) hours for each scheduled court appearance. Only one (1) minimum shall apply per payday. These three (3) hours will ultimately be paid in the pay period at time and one-half (1 1/2).

   Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever unless the employee first responds to the station.

7. Court Standby: A member of MPPOMMA who, while off duty, is on court standby status, may leave a telephone number where he/she may be reached while on court standby. Such time is not considered hours worked. However, the employee will receive credit for three (3) hours (these three (3) hours will ultimately be paid in the pay period at time and one-half (1 1/2)), provided that the employee is not actually required to be present in the court building. If any employee is required to go to court, this three (3) hour period is applied to court pay under Section 6.

   Alternatively, an employee on court standby may, with the permission of the Chief of Police or his designee, report to the police facility, in uniform, for

assignment while awaiting court. An employee shall be credited on a hour-for-hour basis for time actually worked while on standby. Travel time to the police facility shall not be considered hours worked and shall not be compensated in any manner whatsoever.

8. Administrative Leave: The following members of MPPOMMA will received administrative leave hours in the following amounts the first payroll cycle after City Council contract approval and the first payroll following July 1st every fiscal year. Employees hired mid-year or employee assignments changing mid-year will require a pro-rated amount of administrative leave either increases or decreasing an employee's administrative leave bank. Human Resources will make these calculations and adjustments. No other adjustment will be made to accrual banks besides this pro-rated calculation with mid-year assignment changes.

   Detective Lieutenant (1) – 60 hours annually
   Detective Sergeant (2) – 60 hours annually
   Traffic Sergeant (1) – 60 hours annually
   All remaining members of the MPPOMMA - 20 hours annually

   Unused Administrative Leave shall not be carried over into the next fiscal year and cannot be cashed out.

E. The times during the fiscal year at which an employee may take his/her administrative leave shall be determined by the Police Chief or his/her designee with due regard for the wishes of the employee and the needs of the service. Eligibility for this leave shall not be predicated upon first having all vacation and sick leave exhausted. Administrative leave may be utilized at any time during the fiscal year.

H. SHIFT TRADES:

Employees in the unit have the right to trade shifts with their colleagues subject to the following conditions:

1. Both employees agree to the shift trade voluntarily.

2. A supervisor approves the shift trade. Supervisors will not unreasonably deny a trade. However, denials are not subject to being grieved.

3. The employee whose shift is worked gets credit for the shift. Thus, the employee whose shift was worked will record the time as time worked on his or her time sheet.

4. Payback of the traded shift will be the responsibility of the two employees who trade shifts and will not be monitored by the City. Traded shifts should fall in the same 28 day work period. If an employee leaves the City having not paid back a

shift, it shall be the responsibility of the two employees to work out any pay back.

5. If an employee agrees to trade shifts with another employee and then calls in sick and/or does not work the shift, the employee who agreed to work the shift shall have his/her Sick Leave deducted. For example, if Police Sergeant A agrees to work the shift for Police Sergeant B and prior to the shift, Police Sergeant A calls in sick and does not work the shift, Police Sergeant A's Sick Leave is deducted and Police Sergeant B gets credit for the shift.

ARTICLE 9 - VACATION

A. Policy: It is the intent and purpose of this vacation leave policy that all employees avail themselves of accrued vacation time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing requirements of the Police Department may periodically impact the ability of an employee to utilize any or all of his/her annual vacation accrual.

B. Vacation Accrual:

1. Accrual Rate: Employees shall accrue paid vacation time on the basis of years of paid service. The accrual rate shall be as follows:

   0 - 6 years eighty-eight (88) hours per year
   7 + years Eight additional hours per year to a maximum of two-hundred sixty (260) hours per year.

2. Accrual Caps: Except as provided herein, no employee may accrue greater than four hundred (400) vacation hours.

   The total number of vacation hours accrued on or before January 14, 1995 shall not be subject to the above accrual limitation and shall be placed in a separate accrual bank (vacation hours Bank No. 1). The number of vacation hours contained within Bank No. 1 on January 14, 1995 shall not increase except as provided below.

   Concurrent with the creation of Bank No. 1, there shall be created a second vacation bank (Bank No.2) that shall have a balance of zero at its inception. Vacation hours accumulated after January 14, 1995 shall be deposited in Bank No. 2. Effective July 1, 2014, vacation hours in Bank No. 2 accrued in excess of 400 hours shall be automatically cashed out as part of the regular payroll process. Said hours shall be cashed out during the pay period in which they are earned. In no case shall an employee be allowed cash out above the cap balance if the employee has not, within the fiscal year, taken advantage of the cash-out provisions of Article 11 of this MOU or has not taken 40 hours of vacation for the year. If an employee has not cashed out as provided in Article 11 or taken forty (40) of vacation, accrual of vacation will cease once the cap is met except for the

following provisions.

Only in exceptional circumstances within the City's discretion shall an employee be allowed to exceed the maximum vacation accrual. In no case shall an employee's request to accrue vacation in excess of the accrual cap be granted if the employee has not, within the fiscal year, taken advantage of the cash-out provisions of Article 11 of this MOU. Any approval to accrue in excess of the accrual cap requires a written request from the Police Chief to the City Manager stating that the employee will not be authorized to utilize vacation prior to reaching the accrual cap because of Department staffing requirements. The City Manager's approval is required. The number of hours allowed above the cap shall be in an amount sufficient to allow the employee 60 days to utilize vacation time prior to again reaching the cap. The approved number of hours shall be placed in bank number 1.

C. Use of Vacation Time: Probationary employees shall be authorized to utilize accrued vacation time prior to conclusion of the probationary test period.

Use of vacation time during the calendar year shall be approved by the Chief of Police or his designee, with due regard for the wishes of the employee, the employee's accumulated vacation credits, and particular regard for the needs of the Department.

ARTICLE 10 - HOLIDAY

Policy: It is the intent and purpose of this holiday leave policy that all employees avail themselves of accrued holiday time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing requirements of the Police Department may periodically impact the ability of an employee to utilize any or all of his/her annual holiday accrual.

Employees of the Police Department who are assigned to work around-the-clock shifts receive thirteen 10-hour (130 hours total) floating "holidays-in-lieu" of specific holidays off.

These holidays shall accrue on the following days:

CITY HALL CLOSED

Regular:	New Year's Day	Thanksgiving Day
	Washington's Birthday	Day After Thanksgiving Day
	Memorial Day	Christmas Eve
	Independence Day	Christmas Day
	Labor Day	New Years Eve Day
	Veteran's Day	

CITY HALL OPEN

Floating: Admission's Day Columbus Day

All other unit employees shall receive eleven (10-hour) paid holidays (see "Regular" holidays listed above), two (10-hour) floating holidays to replace Admission's Day and Columbus Day.

Effective January 1, 2020, all employees shall receive thirteen 10-hour (130 hours total) "holidays-in-lieu" of specific holidays off. Employees shall accrue 10.84 hours each calendar month of employment in lieu of the above-listed holidays. Except as provided herein, no employee may accrue greater than two-hundred sixty (260) holiday hours.

The total number of holiday hours accrued on or before January 14, 1995 shall not be subject to the above accrual limitation and shall be placed in a separate accrual bank (Bank No. 1). The number of holiday hours contained within Bank No. 1 shall not increase after January 14, 1995 except as provided below.

Concurrent with the creation of Bank No. 1, there shall be created a second holiday bank (Bank No.2) that shall have a balance of zero at its inception. Holiday hours accumulated after January 14, 1995 shall be deposited in Bank No. 2. Except as provided below, if Bank No. 2 should equal 260 hours, then no holiday hours or cash equivalency shall be earned by the employee until the balance in Bank No. 2 is less than 260 hours.

Only in exceptional circumstances in the City's discretion shall an employee be allowed to exceed the maximum holiday accrual. In no case shall an employee's request to accrue holiday in excess of the accrual cap be granted if the employee has not, within the fiscal year, taken advantage of the cash-out provisions of Article 11 of this MOU. Any approval to accrue in excess of the accrual cap requires a written request from the Police Chief to the City Manager stating that the employee will not be authorized to utilize holiday prior to reaching the accrual cap because of Department staffing requirements. The City Manager's approval is required. The number of hours allowed above the cap shall be in an amount sufficient to allow the employee an opportunity to utilize holiday time prior to again reaching the cap. The approved number of hours shall be placed in bank number 1.

ARTICLE 11 - ACCRUAL CASH-OUT

Unit members may elect to, annually, during any fiscal year, cash-out up to a total of eighty (80) hours of accumulated and earned vacation time or holiday time (or a combination thereof). Requests for cash-out are to be submitted in a manner prescribed by the City.

Beginning in December 2022, and each December thereafter, employees may irrevocably choose in writing, on a form available from the Human Resources Department, to cash out up to 80 hours of vacation time and holiday time (combined) that are to be accrued and remaining unused in the following calendar year. Vacation balances and/or holiday balances rolled over from prior calendar years are not eligible for cash out. Regardless of the number of hours irrevocably elected for cash out, the cash out will only be made from hours accrued during the calendar and not otherwise used for time off or otherwise by the employee at the time of the cash out. Cash outs shall be paid in December of each year.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 12 - SICK LEAVE

A. Sick leave with pay shall be granted to every full time employee who has been continuously employed for a period of time in excess of 30 days. Such sick leave shall be granted by the City, at the rate of 8.00 hours per month (96 hours per year) for each full

calendar month of continuous employment with the City, including time served in probationary status.

B. Sick leave is paid leave from work that can be used for the following:

(a) diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling; or

(b) for an employee who is a victim of domestic violence, sexual assault, or stalking to: i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

For full time employees, one-half of the employee's accrued and available annual sick leave is protected and may be used for any of the purposes stated above. However, the City permits that a total of eighty (80) hours of sick leave may be used per calendar year for family sick leave purposes.

C. Sick leave accrual and maximum:

1. On July 1, 2012, any existing sick leave balance was placed in a separate leave bank and the amount of that bank shall not be increased nor added to. The hours in the bank shall be subject to the reimbursement provisions described below in Section 12H. The employee shall be allowed to utilize this sick leave bank balance to fund future illnesses/sick leave. However, the employee shall not be required to utilize this sick leave account unless or until the employee elects to do so. Employees with sick leave hours in bank #1 who service retire from the City, may receive 50% of the hours in bank #1 paid at his/her base hourly rate of pay at the time of retirement. For example if an employee had 1,000 hours of sick leave in this account and retired for service, the employee would be provided 50% cash out upon service retirement. Accordingly, the employee has the option of utilizing the following newly created 800 hour sick leave account before utilizing this frozen account. Employees hired on or after July 1, 2012 do not have a sick leave (bank #1) as described in this paragraph.

2. Commencing on July 1, 2012, sick leave earned by bargaining unit members shall be deposited into a second sick leave account which shall be capped at a maximum of 800 hours. Upon accruing 800 hours in this sick leave account there shall be no further accrual of sick leave unless or until use results in a balance of less than 800 hours. Employees who retire from the city with more than 10 total years of city service, beginning from the date of employment, shall be eligible to cash out sick leave in the "second" sick leave account at the rate of eighteen (18)

hours for each one full year (12 months) of city service at regular rate of pay.

3. Upon death of an employee prior to retirement, the City will pay to the employee's designated beneficiary the employee's accumulated sick leave accrual in an amount consistent with the above retirement-related pay-out schedules as separately set forth in C(1) and C(2) above.

D. In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor, prior to the beginning of his/her daily duties or as specified by the Police Chief. A supervisor may require an employee to submit a health care provider's statement of illness or other satisfactory verification of illness regardless of the length of an employee's period of absence. Following any period of absence, a supervisor may require of the employee that they submit a health care provider's certificate indicating that they are capable of returning to duty.

E. The City Manager may, at any time in order to receive further information with respect to the ability of the employee to perform his job duties, request such employee to submit to a medical examination, either physical or mental, at the expense of the City.

F. Refusal of any employee to submit to such a medical examination shall constitute insubordination and grounds for disciplinary action.

G. Government Code Section 21163 provides in pertinent part that the retirement of a PERS member who has been granted or is entitled to leave, shall not become effective until the expiration of sick leave with compensation, unless the member applies for, or consents to, his or her retirement as of an earlier date, *or unless, with respect to sick leave, the provisions of a local ordinance or resolution or the rules or regulations of the employer provide to the contrary.* In this regard, it is acknowledged that with regard to non-industrial disability retirements, it is the rules and regulation of the City that no employee shall be entitled to use or receive cash distribution of sick leave on or after the effective date of said retirements and that any such retirement shall be effective regardless of the employee having sick leave remaining in the employee's account. Additionally, it is acknowledged that with regard to individuals suffering from an industrial disability and/or being granted an industrial disability retirement, that the following sick leave rules and regulations shall apply:

1. In any instance where the local safety member has exhausted eligibility for benefits pursuant to Labor Code Section 4850, but is not eligible for disability retirement at said time yet remains incapacitated from performance of the essential duties of the employee's position, then the employee shall have the option of electing to receive their sick leave balance existing at the time of exhaustion of the Labor Code Section 4850 benefits in accordance with the sick leave cash-out schedule contained in Section H of this Article 12 (as eligible based on hire date), with said amounts to be distributed during each payroll period until said 50 percent amount has been exhausted. In no case shall any such distribution during one pay period exceed the gross salary to which the employee

would otherwise be entitled during said pay period.

2. However, if said employee is eligible for an industrial disability retirement prior to exhaustion of benefits under Labor Code Section 4850 or simultaneous with the same, and still has sick leave remaining on account, then the retirement shall still become effective and the safety employee shall be provided a one-time cash distribution of the employee's sick leave balance as it existed on the effective date of the industrial disability retirement in accordance with the sick leave cash-out schedule contained in Section H of this Article 12 (as eligible based on hire date). Further, said employee shall then be paid the cash value of accumulated vacation, holiday, and compensatory time off in one lump sum.

H. Starting in December of 2019 and the first payroll date following December 1st of each year, each member may elect to cash out sick time annually at 75% value (e.g., 96 hours cash-out = 72 hours pay) Upon accumulation of sick leave hours above the identified levels below, an employee may elect to cash-out accumulated sick leave hours, as long as the employee's account contains the indicated amount after the cash out. Requests for cash-out will be processed and shall be submitted in a manner prescribed by the City.

2019-2020 Fiscal Year	
Cash Out Hours: 110	Minimum Sick Hours Maintained: 470
2020-2021 Fiscal Year	
Cash Out Hours: 125	Minimum Sick Hours Maintained: 440
2021-2022 Fiscal Year	
Cash Out Hours: 140	Minimum Sick Hours Maintained: 410

a) Members may elect to cash out less hours then the maximum allowed.
b) The number of minimum sick hours to be maintained can be the number of hours in either Bank #1, Bank #2 or a combination of the hours in both Bank #1 and Bank #2.
c) Members may elect which Sick Bank they wish to cash out hours from.
d) When a member calls in sick for duty, he/she will complete the city's employee absent form and may elect which bank (Bank 1 or Bank 2) he wishes to have his/her sick time come from. If no sick bank is elected his/her sick time will automatically come from Bank 2.

I. Catastrophic Leave Bank. Membership in the Catastrophic Leave Bank will be voluntary and require an annual sick leave contribution of 8 hours pursuant to the provisions of Administrative Policy No. 30-10.

ARTICLE 13 - BEREAVEMENT LEAVE

Each regular employee may be granted bereavement leave at the discretion of the Chief of Police whenever death occurs to a member of the employee's immediate family. Bereavement leave may not exceed three shifts, however, if travel outside the State of California, or within the State

of California but extending beyond a distance of 300 miles from Monterey Park is necessary, bereavement leave may be extended to a total of five shifts. Shifts of Bereavement Leave are to be charged to an account separate from the employee's sick leave account.
Immediate family, for the purpose of bereavement leave, shall include: spouse, registered domestic partner, father, father-in-law, mother, mother-in-law, child, stepchild, grandparents, grandchildren, brother, brother-in-law, sister or sister-in-law of the employee.

ARTICLE 14 - MILITARY LEAVE

Military Leave of Absence shall be granted in accordance with provisions of the City of Monterey Park's Personnel System Rules and Regulations, Administrative Policy 30-14 and under State and Federal law.

ARTICLE 15 - JURY DUTY LEAVE

An employee who is required to serve as a trial juror, or is required to appear in court as a witness except as the litigant in the case, shall be allowed to be absent with pay, from assigned duties within the City, during the period of such service or while necessarily being present in court.

Under such circumstances, the employee shall receive regular salary while on such leave, provided that the employee remits to the City any payments or fees received as a witness, or as a juror, with the exception of travel pay, which may be retained by the employee.

The employee shall immediately advise the Department of receiving a court subpoena or governmental hearing order to serve as a witness. The employee shall be allowed leave with pay during the period of such service.

The employee shall advise the Department upon receiving a court order to appear for the initial examination as a prospective juror, or subsequently to serve as a juror. The granting of such leave with pay shall be subject to the approval of the City Manager.

ARTICLE 16 - LEAVE OF ABSENCE WITHOUT PAY

Except as modified herein, Leave of Absence shall be governed by Personnel Rule XI. Attendance and Leaves, Sec. 4 Leave of Absence, of the Personnel System Rules and Regulations of the City of Monterey Park.

A. Leave of Absence Without Pay - The City Manager may grant a regular employee a leave of absence without pay for a period not to exceed ninety (90) calendar days. However, no such leave shall be granted unless the employee's Department Director recommends and the City Manager has approved said leave prior to its commencement date. Upon a showing of good and reasonable cause, the City Manager has authority to retroactively define an unauthorized non-paid leave of absence as being approved and sanctioned.

   No such leave shall be effective except upon written request of the employee following

exhaustion by the employee of all accrued paid leaves of absence (except sick leave - see below), including but not limited to vacation, holiday and compensatory time off. If the non-paid leave of absence is solely attributable to a medical condition which would allow the employee to utilize accumulated sick leave, then said sick leave shall be exhausted prior to the granting of any leave without pay status. However, those employees taking a non-paid leave of absence pursuant to the FMLA/CFRA are not required to use accrued compensatory time earned in lieu of overtime. Additionally, any such employee on a non-paid leave of absence pursuant to FMLA/CFRA, shall be required to use sick leave concurrently with said leave only if the leave is for the employee's own serious condition.

The City Council may authorize a regular employee to utilize leave of absence without pay for a period not to exceed the accumulated total of one hundred and eighty (180) calendar days during the entire term of the employee's service on behalf of the City. For example, if during an employee's length of service with the City, said employee has been granted an accumulated total of one hundred and eighty (180) calendar days of leave without pay, then said employee shall not be eligible for any additional leave without pay status for any duration of time.

The granting of a leave of absence without pay consistent with this policy shall be documented in writing by the City Manager and a copy of said documentation shall be filed with the Director of Human Resources and Risk Management.

In any instance where an employee is utilizing an approved leave of absence without pay for a period of time greater than fifty percent (50%) of a pay period, said employee shall accrue no leave benefits or seniority for the duration of time while in said status.

All requests for approval of leave without pay shall be initiated by the subject employee making said request on a City provided personnel action request form and said form shall become a permanent part of the employee's personnel file.

B. Maintenance of Insurance Benefits while on Leave of Absence Without Pay - It shall be the policy of the City that when an employee maintains employment status but is in a non-paid leave of absence, then the City shall make no premium or other contributions necessary to maintain in force and effect, any or all insurance coverage for which an employee would be otherwise eligible except as required by law. If such an employee desires to maintain during an authorized non-paid leave of absence, any or all insurance benefits otherwise available to an employee, then said employee shall be required to deposit any and all insurance premium payments with the City Director of Management Services on the date that the City is otherwise required to remit insurance premium payments to the carrier. Each employee shall be advised in writing of this City policy at the commencement of the authorized leave of absence without pay. There shall be no additional notices of said obligation provided to the employee.

ARTICLE 17 - FMLA/CFRA COMPLIANCE

It is the stated intent and policy of the City that should any provision within a Memorandum of

Understanding, these rules and regulations, or any other policies or procedures adopted by the City or any of its subdivisions be in violation of the California Family Rights Act and/or the Federal Family and Medical Leave Act, then such provision is null and void.

ARTICLE 18 - INDUSTRIAL INJURY AND ILLNESS LEAVE

A. Except as modified herein, Industrial Injury and Illness Leave shall be governed by Personnel Rule XI, Section 4a, Industrial Injury and Illness Leave of the Personnel System Rules and Regulations of the City of Monterey Park and state law.

B. Subject to the requirement of Article 12, Section A of this Memorandum of Understanding, the City may make application for an employee's industrial disability retirement and said retirement shall not be effective without the member's consent earlier than the date upon which leave of absence without loss of salary under Section 4850 of the Labor Code because of the disability terminates, or the earlier date during the leave as of which the disability is permanent and stationary as found by the Worker's Compensation Appeals Board. (Government Code Section 21164).

C. An employee who is absent due to an Industrial Injury for an extended period of time will be considered to be on a Monday through Friday 0800 hours - 1700 hours schedule. The employee shall not be required to be at any specific location during this time period, however, must be available by cell phone.

ARTICLE 19- MODIFIED DUTY

A. It is the policy of the City to return work related injured or ill employees to work as quickly as is medically feasible. Every effort will be made to make "modified work" available to industrially injured employees who are not medically ready to return to full duties, but are able to perform light or modified duties without the likelihood of aggravating the injury. "Modified work" is defined as the performance of limited job tasks which do not encompass all of the essential duties for that particular job class or assignment to job tasks not typically performed by the employee but that provide productive work opportunities. "Modified duty" shall only be made available until the employee's condition becomes "permanent and stationary" or reaches maximum medical improvement under the prevailing workers' compensation statute and in no case shall extend beyond the statutory benefit period afforded under Labor Code Section 4850 for safety personnel. "Modified duty" shall not be considered a reasonable accommodation since the essential duties for the job are not taken into consideration.

B. Modified duty may be allowed only if all of the following conditions are met:

1. The Chief of Police determines that he/she has productive work available, which is within the work restrictions imposed by the qualified medical specialist. Any such decision by the Chief of Police shall not be subject to administrative or court challenge.

2. The Risk Manager concurs that such work will not impose an unacceptable level of risk to the City or the employee; and

3. The City Manager concurs that the modified work assignment of the named employee is in the best interests of the City.

4. The determination of availability of a modified work assignment shall be made on a case-by-case basis and at the sole discretion of the City.

5. No modified duty assignment shall be made prior to conditions 1-3 being met;

6. There shall be no appeal of any decision which results in no assignment of modified duty being made.

C. Non-Industrial Modified Duty

1. In addition to the above, non-industrial modified duty may be assigned when the following additional criteria are met (pregnancy disability not subject to the restrictions described below):

a. Employee meets all the criteria as stated in Section C of this article.

b. Employee receives a medical release from the designated City doctor that modified duties may be performed.

c. The prognosis is for the injury/illness to exceed 2 weeks (14 days).

d. The employee is released to work a full shift (either 5/8, 4/10, or 3/12.5 schedule to be assigned based on modified duty considerations and at the sole discretion of the Police Chief).

e. The employee's schedule is to be determined at the sole discretion of the Chief of Police. The Chief's determination shall not be subject to any administrative or court challenge.

f. Modified duty for non-industrial injury/illness shall not exceed 30 calendar days in a rolling twelve-month period. The Police Chief, at his/her sole discretion, may grant a one-time extension of up to an additional thirty (30) calendar days based on receipt of an updated doctor's note.

g. An individual on non-industrial modified duty may be assigned to any Division of the Police Department or any Department of the City.

h. No more than one individual may be assigned non-industrial modified duty at any one time unless it is determined at the sole discretion of the

Chief of Police that sufficient work exists to accommodate more than one individual. The Chief's determination shall not be subject to any administrative or court challenge.

i. No individual may be assigned, or continue to be assigned, non-industrial modified duty if there is any Officer assigned modified duty for an industrial injury unless it is determined at the sole discretion of the Chief of Police that sufficient work exists to accommodate more than one individual. The Chief's determination shall not be subject to any administrative or court challenge.

j. At all times, industrially injured individuals shall have precedence for modified duty assignments over non-industrial injured individuals.

ARTICLE 20 - UNIFORM ALLOWANCE

A. The annual uniform allowance is currently $725. The City shall continue its credit/retail account program with a retail outlet to be determined by the City, in lieu of cash payment of the uniform allowance for officers required to wear a police uniform (personnel assigned to Patrol & Traffic). All remaining personnel (Detectives, Administration, Training, Technical Services, Professional Standards, and the Community Relations Commander) may choose to receive cash payment for the uniform allowance in October of each contract year or receive credit/retail account with a retail outlet to be determined by the City. All uniform allowance cash payments will be reported on the employee's W-2 form under "Other Compensation" to meet Internal Revenue Service requirements. Uniform allowance shall not be credited to the employee that has been absent, for any reason, from active uniformed service for any time in excess of one-half of the fiscal year. Uniform allowance shall be provided on a prorated basis for those employees.

In addition, the following shall apply:

1. Employees may choose to receive cash payment for the uniform allowance each fiscal year. Requests to receive the cash payment shall be submitted no later than the first paycheck of June for the following fiscal year cash option.

2. Employees who do not elect to receive a cash payment and who do not use the full $725 allowance with the retail outlet will receive any remaining balance as cash payment for uniform maintenance or other uniform related costs the second payroll in June.

The parties agree that this is special compensation and shall be reported as such to CalPERS for "classic members", to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(5).

B. The number of retail outlets utilized for the credit/retail account program will not exceed

four locations. The selection of the outlets is to be determined by the City, after consultation with the Association.

A listing of uniform items eligible for purchase, as approved by the Chief of Police, shall be maintained in the Police Department policy manual. All equipment and uniforms must meet departmental standards and expectations. Should the Police Chief or his/her designee identify uniforms or equipment that needs to be replaced or that fails to meet the department standard, the employee will be responsible for replacing the item at his/her cost.

ARTICLE 21 - HEALTH INSURANCE

A. Medical Insurance (Active Employees)

Employees will receive insurance coverage through CalPERS under the California Public Employees' Medical and Hospital Care Act (PEMHCA). The City's contribution toward medical insurance under PEMHCA will be the minimum employer contribution (MEC) required by PEMHCA (in 2019 the MEC is $136/month).

B. Retiree Medical Insurance

1. Employees Hired On or After January 1, 2016

Employees who are hired into City service on or after January 1, 2016 and retire from the City, will be eligible for medical insurance provided by PEMHCA and the City will contribute the minimum employer contribution (MEC) as required under PEMHCA. For 2019, this amount is $136 per month. PEMHCA determines the amount annually and therefore, this is subject to change.

2. Retiree and Employees Hired Prior to January 1, 2016

Current retirees and employees who were hired on or before December 31, 2015 will be eligible for medical insurance provided by PEMHCA and when enrolled in PEMHCA, receive a City contribution equal to the MEC under PEMHCA. The City shall also make a monthly contribution to a retiree Health Reimbursement Account (HRA) for the difference between the MEC and the contribution amount set forth below (subject to the actual premium of the PEMHCA plan):

a. If the employee retired from City employment with less than 20 years of City service, and remains enrolled in PEMHCA in retirement he/she will receive up to $485/month (includes the MEC) toward the purchase of medical insurance under PEMHCA for retiree and all eligible dependents.

b. If the employee retired from City employment with 20 or more years of City service, and remains enrolled in PEMHCA in retirement he/she will

receive up to $650/month (includes the MEC) toward the purchase of medical insurance under PEMHCA for retiree and all eligible dependents.

c. Medicare

Retirees must comply with the Medicare enrollment requirements set forth by PEMHCA and the City's health plan program.

d. Actuarial Study

The City will authorize the payment for and preparation of an actuarial study of the projected cost of MPPOMMA's proposal during negotiations for the 2022-2023 MOU. The City commits to presenting the actuary's report to MPPOMMA and to further consider MPPOMMA's proposal during the negotiations for a successor MOU to the 2022-2023 MOU.

C. Dental Insurance

The City will contribute up ninety-five ($95) per month. The employee will pay any and all premiums due in excess of the City's contribution under the City's Cafeteria Plan (Section 125).

D. Vision Insurance Plan

The City shall provide a vision insurance plan. The City will contribute up to twenty ($20) dollars per month for the employee and eligible dependents. The employee will pay any and all premiums due in excess of the City contribution under the City's Cafeteria Plan. The plan design shall be: Examination every 12 months; Frames and Lenses every 24 months. Deductible shall be $10.00/exam; $20.00/frame and lenses.

E. Section 125 Cafeteria Plan

1. The City agrees to maintain a premium conversion plan for all active unit members to provide for the pre-tax deduction of the employee's share of premiums toward medical coverage, and when applicable, the employee's share of premiums toward the dental plan as well as any premium payment for CalPERS Long Term Care which the employee may elect to participate in an pay through payroll deduction.

2. The City's contribution under the Section 125 Cafeteria plan for active employees shall be up to one thousand three hundred and twenty-five dollars ($1,325) per month for employees electing to enroll in a medical plan in PEMHCA. Effective the beginning of the pay period following January 1, 2021, the City's contribution to the Cafeteria Plan for active employees will increase by seventy-five dollars for a total monthly contribution of $1,400 per month. Effective the beginning of the pay period following January 1, 2022, the City's contribution to the Cafeteria Plan

for active employees will increase by seventy-five dollars for a total monthly contribution of $1,475 per month. The City's contribution will include the PEMHCA MEC ($136 per month for 2019) toward the medical plan and the balance may be used for other eligible expenses. Eligible expenses include: (1) medical insurance premiums, (2) dental insurance premium, (3) vision insurance premium, and cash (as set forth below). Employees will be responsible for paying the amount of the total insurance premium that exceeds the City's contribution via the Cafeteria Plan (IRC Section 125 Plan).

3. For employees who elect to waive medical insurance from the City (opt out), the City will pay $300/month in cash to the employee. In order to receive the opt-out incentive, the employee must certify that he/she has medical insurance coverage in a plan that provides minimum essential coverage under the Affordable Care Act.

4. Specific details of this cafeteria plan will be contained in a plan document available for review by employees at the City's Human Resources Department.

F. Affordable Care Act Reopener

The City may reopen negotiations at any time during the term of the MOU to meet and confer over impacts of the Affordable Care Act.

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ARTICLE 22 – RETIREE HEALTHCARE TRUST

A. Effective following July 1, 2020, the city shall establish a Retiree Healthcare Trust (RHT) and full-time Unit member will be eligible to self fund contributions towards it.

ARTICLE 23 - DEPENDENT CARE FLEXIBLE SPENDING ARRANGEMENT & HEALTH REIMBURSEMENT ARRANGEMENT

Effective January 1, 2017, the City will offer a voluntary medical and dependent care flexible spending accounts to employees. The City will pay the administrative fee for the plans and the employee will be responsible for individual account fees.

ARTICLE 24 - LIFE INSURANCE PLANS

A. Life Insurance –The City shall provide each employee covered under this MOU a term life insurance policy in the amount of $100,000.

B. Supplemental Life Insurance may be purchased by each employee in $10,000 increments with a maximum face value of $300,000, or three times (3X) the individual's gross salary, whichever is less. Any premium cost for supplemental insurance shall be borne by the employee.

ARTICLE 25 - EDUCATIONAL INCENTIVE PAY

The City agrees to maintain an Educational Incentive Pay Plan which provides additional compensation as follows:

A. $275.00 compensation per month for an Advanced POST Certificate, $400.00 additional compensation per month for a Supervisorial POST Certificate, $475 additional compensation per month for a Management POST Certificate, for an employee who does not otherwise qualify for the educational incentive pay as provided for in this article. In no case shall the total additional monthly compensation under this section A of the Education Incentive Pay article exceed $550 per month.

B. $135.00 additional compensation per month for an employee with an Associate of Arts degree or 60 units of college credit from an academic institution accredited by the Western Association of Schools and Colleges or an accrediting organization recognized by the Council of Post Secondary Education in any major.

C. $275.00 additional compensation per month for an employee with a Bachelor's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.

D. $325.00 additional compensation per month for an employee with a Master's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.

E. If an employee possesses any combination of both a Bachelors/Masters Degree and a Supervisorial/Management POST Certificate, they will be compensated $550 per month. In no case shall the total additional monthly compensation for possessing a certification as identified in section A and a degree as identified in section B,C,D exceed $550 per month.

F. The above amounts shall not be cumulative.

G. The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a) (2) – Educational Incentive Pay.

ARTICLE 26 - EDUCATIONAL ENROLLMENT COST REIMBURSEMENT

Educational costs shall be limited to two thousand dollars ($2,000) annually per unit member for eligible reimbursement expenses as defined within this Article. The City agrees to reimburse employees for the cost of enrolling in college-level courses in an academic institution accredited by the Western Association of Schools and Colleges or an accrediting organization recognized by the Council of Post Secondary Education directly related to their employment, or compatible with a career goal with the City. Enrollment cost reimbursement is subject to approval by both the Chief of Police and the Director of Human Resources and Risk Management. In rendering a reimbursement determination, the Chief of Police and the Director of Human Resources and Risk Management shall consider whether or not the course(s) for which the reimbursement is sought is related to the employee's then existing principal duties and the availability of funds for

reimbursement purposes. No employee shall be entitled to reimbursement unless pre-course enrollment written authorization for reimbursement is received from the Chief of Police and the Director of Human Resources and Risk Management. The reimbursement eligibility determinations described herein are not subject to any administrative or judicial appeal procedure and the decision of the Chief of Police and the Director of Human Resources and Risk Management shall be final.

Enrollment cost reimbursement will be paid according to the following schedule:

1. If tuition or fees are equal to or less than current California State University at Los Angeles fees, the City will pay 100% of the tuition fees.

2. If tuition or fees exceed California State University at Los Angeles fees, the City will pay an amount equal to 100% of the California State University at Los Angeles fees.

An employee will be reimbursed up to twenty-five dollars ($25.00) for books each semester or equivalent if he/she is enrolled in six (6) or less units; an employee will be reimbursed up to fifty dollars ($50.00) for books each semester or equivalent, providing he/she is enrolled in seven (7) or more units. Reimbursement shall only be for books required for the course. All requests for reimbursement shall be accompanied by valid receipts.

ARTICLE 27 - BILINGUAL PAY

The City shall pay an additional one hundred fifty dollars ($150) per month to each employee, who is capable of speaking and interpreting a foreign language as deemed useful by the City.

The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) – Bilingual Premium.

ARTICLE 28 – SPECIAL ASSIGNMENT PAY

A. Special Assignments

The City agrees to pay two hundred ($200.00) per month as special assignment pay for employees regularly assigned to the positions of:

Police Lieutenant: Administration, Investigations, Operational Support

Police Sergeant: Technical Services, Traffic Bureau, Detective, and Training/Community Relations

B. Duration of Special Assignments

The term of any one (1) particular special assignment shall be for a period of forty-eight (48) consecutive months from the date of placement in the particular special assignment, with the employee having the option to elect an additional twelve (12) month period of

service in the special assignment, resulting in sixty (60) consecutive months of placement within a special assignment. The employee shall notify the Office of the Chief of Police in writing not later than the end of the forty-fifth (45th) consecutive month of special assignment service, as to whether or not the employee elects an additional twelve (12) month period of service.

At the conclusion of the initial forty-eight (48) month, or the extended sixty (60) month term, the Chief of Police may, at his/her sole discretion, extend the term of an employee's special assignment up to an additional six (6) months if the Chief of Police determines it is in the best interests of the Department to do so because of the employee's involvement in a particular project, investigation or other matter is required.

Any affected employee performing in a specialty assignment may submit a written request to the Chief of Police, proposing that the employee be assigned out of the special assignment. The decision of the Chief of Police as to whether or not such request shall be granted and if so, when the reassignment shall be effective, lies in the sole discretion of the Chief of Police, whose determination shall not be subject to administrative or civil challenge or appeal.

C. At the conclusion of the above-described term of specialty assignment, or upon being granted exit from said assignment during its term, the affected employee shall be eligible to apply for a different specialty assignment, but shall be ineligible to be appointed to the same specialty assignment which term has just been completed, or from which the employee has exited during the term, for a period of 12 months from the last date of service in the specialty assignment.

D. Reassignment in a specialty position of the same or different type than that, in which the affected employee has previously performed services, shall be subject to all applicable policies, practices and procedures utilized by the Chief of Police for selection of participants in specialty assignments.

E. All affected employees participating in a special assignment, shall be subject to the removal/appeal policies and procedures set forth below in subsection 6.

F. <u>Removal from Special Assignment</u>

<u>Appeal procedures for employees removed from specialty assignments after twelve months or more of receiving the assignment:</u>

A California Court of Appeal case has recently held that in many circumstances, reassignment from a special assignment as described above and loss of bonus compensation, can be implemented only upon the Department stating cause for the reassignment, and with the Officer then having a right to contest the reassignment through all available administrative appeal procedures. In this case, said procedures may include access to a trial-type evidentiary hearing before a hearing officer pursuant to Article 7 of the MOU. (The City does not acknowledge that said court ruling is

controlling, yet it does form the basis for the compromise described in this Article.). However, the following limitation shall apply to administrative appeals conducted pursuant to Article 7 of the MOU and which regard reassignment from a special assignment as that term is used in this Article:

Each party to the Article 7 administrative appeals before a hearing officer shall be limited to a maximum of eight (8) hours of presentation time during conduct of an administrative appeal pursuant to MOU Article 7 (C)(4) Level IV Administrative Hearing. For purposes of time-limit computation only, the Association and any one (1) employee, as well as any other entity that may properly be appearing on behalf of or with an interest similar to the MPPOMMA or employee, shall be jointly deemed to be the same one party for computing the time limitation on presentations. Accordingly, the time limitation shall not be multiplied by the number of individuals or entities appearing, on behalf of, or with an interest similar to, the individual employee who has been reassigned.

"Presentation Time" against which shall be charged the eight (8) hour presentation time limitation, shall include oral opening statement and oral closing argument, direct/redirect examination of witnesses, rebuttal and sur-rebuttal witness testimony, demonstrations and site inspections (excluding travel time to and from the site). Cross examination shall not be counted as part of the "Presentation Time."

The hearing officer shall record and maintain account of all such hours by means of a timekeeping device suitable to the task. Absent stipulation by the parties to extend the eight (8) hour limitation, the hearing officer shall have no authority to extend said limitation.

1. <u>Appeal procedures for employees removed from specialty assignments in less than twelve (<12) months of receiving the assignment:</u>

   The following administrative appeal process is established pursuant to Government Code § 3304.5. It shall supplement, though not replace, the disciplinary appeal processes established in other provisions of the Memorandum of Understanding ("MOU") between the City of Monterey Park and the Monterey Park Police Officers' Mid-Management Association.

   This procedure shall not apply to disciplinary actions for which officers already are entitled to receive an appeal hearing pursuant to either the Grievance Article or Special Assignment Pay Article of the Memorandum of Understanding. It shall only apply to punitive actions, as that term is defined by Government Code § 3303, for which officers do not already receive an appeal hearing under either Grievance Article or Special Assignment Pay Article of the Memorandum of Understanding. MOU Article 7 Grievance Procedure applies to disciplinary action "as defined by City Personnel Rules and Regulations." Personnel Rule XV(1) defines disciplinary actions as being limited to suspensions without pay, reduction in class position or dismissal. Thus, this particular procedure shall only apply to the removal of employees from their specialized assignment within the

first twelve (12) months of receiving such an assignment.

a. Right to Administrative Appeal

1. Any public safety officer (as defined by Government Code § 3301) who is subjected to punitive action (as defined by Government Code § 3303) other than dismissal, demotion (reduction in class position) or suspension is entitled to an administrative appeal pursuant to this procedure. An officer shall be entitled to appeal an action upon receiving written notification of such action.

2. Unit members subjected to dismissal, demotion, or suspension shall continue to be entitled to an appeal in accordance with existing procedures set forth in other provisions of the Memorandum of Understanding.

3. Each Party shall bear their own costs incurred under this procedure.

b. Notice of Appeal

1. Within ten (10) calendar days of receipt by a unit member of written notification of punitive action, the Lieutenant or Sergeant shall notify the Chief of Police in writing of the intent to appeal the punitive action.

2. The notice of appeal shall specify the action being appealed and the substantive grounds for the appeal.

3. Failure to timely serve written notification of an appeal shall result in waiver of any right to appeal.

c. Hearing Officer

The City Manager or designee shall act as the hearing officer. The determination of the City Manager or designee shall be administratively final and binding.

d. Burden of Proof

The City shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the punitive action and the burden of proving that the punitive action was reasonable under the circumstances.

e. Conduct of Hearing

1. For the purposes of this specific hearing regarding the proposed removal of a unit member within the first 12 months of a specialized assignment the provisions of Government Code § 11513 shall apply to the hearing. The City understands that an employee cannot be compelled to testify even if the employee does not testify in the presentation of his/her case.

2. Following the presentation of evidence, if any, the parties may present verbal closing arguments and/or in the sole discretion of the hearing officer, written closing arguments, as well.

f. Record of Hearing

1. The hearing shall be audio recorded. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

g. Representation

The employee may be represented by a representative of his or her choice at all stages of the proceedings. The appointing authority shall also be entitled to representation at all stages of the proceedings.

h. Decision

1. The City Manager or designee shall serve the parties with written notice of his/her decision within thirty (30) calendar days of submission of the case by the parties.

2. The decision shall be served by first class mail upon the appointing authority and the officer as well as his/her attorney or representative. The decision shall advise the officer that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094.6.

3. If applicable, the decision to return the employee to his/her specialized assignment shall include back pay.

ARTICLE 29 - SALARIES AND WAGES

~~Effective the beginning of the pay period following the Council's approval of this MOU, members of this unit will each receive a one-time cash payment of one-thousand seven hundred and seventy five dollars ($1,775).~~

~~Effective the beginning of the pay period following City Council approval of the MOU, the salary range for Police Lieutenant and Police Sergeant will be increased by 1% and shall be~~

~~retroactive to the first payroll cycle after December 29, 2018.~~

~~Effective the pay period following 30 days after the second reading of a City Council ordinance approving the revised CalPERS Contract for Cost Sharing and members pick up an additional 3% retirement contribution as cost sharing, the salary range for Police Lieutenant and Police Sergeant will be increased by 3%.~~

~~Effective the beginning of the pay period following January 1, 2020, the salary range for Police Lieutenant and Police Sergeant will be increased by 2.5%.~~

~~Effective the beginning of the pay period following January 1, 2021, the salary range for Police Lieutenant and Police Sergeant will be increased by 2.7%.~~

~~Effective the beginning of the pay period following January 1, 2022, the salary range for Police Lieutenant and Police Sergeant will be increased by 3.5%.~~

Beginning with the first day of the pay period in which the MPPOMMA membership ratifies the tentative agreement setting forth the changes in this MOU, but no more than two (2) pay periods preceding ratification of the MOU by the City Council, the salary ranges for all classifications in this bargaining unit shall be increased by 6.0%.

Essential Worker Premium Pay under ARPA: The City will make a one-time non-PERSable payment of $8,000 per employee who was employed in a sworn classification with the City of Monterey Park prior to March 31, 2021 and is employed in a classification in this bargaining unit at the time of distribution of the lump sum payment. The payment shall be distributed with the payroll for the pay period beginning after City Council ratification of this MOU.

Salary ranges for Police Lieutenant and Police Sergeant are listed in Addendum A.

Longevity: The City will provide a monthly longevity payment of one-hundred dollars ($100) per month upon completion of twenty (20) years of continuous service. The longevity payment will increase to three-hundred fifty dollars ($350) per month upon completion of twenty-five (25) years of continuous service.

The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(1).

Acting Pay: Unit members assigned by the Police Chief, or his/her designee to perform the duties of a higher level rank shall be compensated with acting pay as $50 a day extra pay for no more than $200 in a twenty-eight day scheduling period.

PERFORMANCE EVALUATIONS: No step raises, or other performance-based compensation, shall be delayed by more than sixty (60) calendar days due to the City failing to evaluate the affected employee's performance in a timely manner. However, if an employee who is due a performance evaluation that includes a possible merit increase, does not receive their performance evaluation within sixty (60) calendar days after the date of their annual evaluation date, the merit increase shall process retroactive to the date of the employee's anniversary date

for merit increase consideration. The employee is to notify their supervisor and Human Resources at the time the sixty (60) calendar days have been exceeded. A personnel action form will be completed and the merit increase shall be made retroactive to the employee's anniversary date.

ARTICLE 30 - SENIORITY

Time which has been spent in a position designated by the Department as an "acting position" does not qualify as seniority for time served within the acting position rank as credit for completion of a probationary period for the acting rank, or as credit for time in rank for merit pay step increases.

ARTICLE 31 - RETIREMENT

A. Retirement Benefits - Retirement Benefits as provided in contract, dated November 1, 1952, with the Public Employees' Retirement System and as follows:

1. Effective June 24, 1989, "Single Highest Year" option;
2. Effective March 20, 1976, "Post Retirement Survivor" option;
3. Effective May 8, 1999, "1959 Survivor's Benefit" - Level 4;
4. Effective August 18, 2001, “3% @ 55” formula Retirement Plan.
5. Effective November 1, 2003, Military Service Credit as Public Service

B. All employees who are classic members under the Public Employees Retirement Law shall pay 9% of compensation earnable as the employee contribution to CalPERS.

C. Employees who are classic members have the retirement formula that existed with the City on December 31, 2012, 3%@55 with single highest year for final compensation. (Tier 1)

D. Employees who are ‘New Members’ as defined by the California Public Employees’ Pension Reform Act of 2013 (PEPRA) (e.g., an employee hired on or after 1/1/2013 who has never been a CalPERS member or member of a reciprocal system or who has had a break in CalPERS service of at least 6 months or more) will constitute a second tier and be subject to all the applicable PEPRA provisions, which include but are not limited to the following retirement benefits:

Tier 2: “New Members’ will have the retirement formula 2.7%@57 and the three year average final compensation. New members contribute one-half of the total normal cost of their retirement benefits as determined annually by CalPERS. In 2016, that contribution is 12%.

E. Cost-Sharing
Classic Employees:

Employee Paid Retirement Contribution: Classic employees currently pay the nine percent (9%) member contribution. Effective the payroll period following the 2019 CalPERS contract amendment approval, Employees shall also pay an additional three percent (3%) retirement contribution as cost sharing pursuant to Government Code section 20516(a). In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction.

'New Member' Employees:

"New Member" employees pay their one-half the total normal cost as determined by CalPERS. As of July 1, 2019, that contribution is 12.25%. Effective the payroll period following the CalPERS contract amendment approval, "new members" will contribute .5% cost sharing pursuant to Government Code section 20516(a) in addition to their one-half of the total normal cost as determined by CalPERS. In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction.

For example, if the required PEPRA contribution is 12.25%, then "new members" will contribute 12.25% (1/2 the normal cost) and .5% as cost-sharing, for a total employee contribution of 12.75%.

The parties agree to cost-sharing of the employer retirement rate as noted above. The City will pursue a contract amendment with CalPERS for the cost-sharing portion of employee contributions toward retirement. The parties agree to complete the contract amendment process. Cost sharing will begin as noted above.

If, at some future date, unit members no longer agree to cost sharing, the City will simultaneously reduce the salary range for all Unit members by 3% and reduce any impacted employees' base pay accordingly.

ARTICLE 32 - MEDICAL EXAMINATION

A medical examination of any employee may be required by the City when job related and consistent with business necessity and will be administered by a medical doctor selected by the City. The City agrees to pay the full cost of the medical examination.

ARTICLE 33 - DEFERRED COMPENSATION PLAN

A deferred compensation plan will be available to all members of the Police Officers Mid-Management Association. Participation in this deferred compensation plan is at the option of the individual employee.

A. One-Time Deferred Compensation Special 457 Catch-up Provision:

(One-Time is defined by law as an election to "catch-up" underutilized deferrals to a 457 plan, once in a singular year or multiple years, not to exceed 3 years) Federal Law allows 457 participants a one-time catch-up provision to make deferrals to "catch-up" underutilized deferrals from prior years during any or all of the three calendar years ending before the tax year they reach the plans normal retirement age. Normal retirement age for "classic" safety members of PERS is fifty-five (55) years old and fifty-seven (57) years old for "new" members of PERS. All 457 plans of an employer must have the same normal retirement age (NRA). For purposes of the deferred compensation special 457 catch-up provision for the City of Monterey Park, the normal retirement age range shall be considered 51 thru 62 years old.

The intent of this section is to facilitate association members in the final three (3) years prior to their stated retirement date in converting the hourly rate of accrued compensable leave to monies into their contribution to one of the City's deferred compensation providers in accordance with IRS regulations/Federal Law. After an employee defers compensable accrued leave, balances of 120 hours must remain or be maintained in both their sick and vacation accrual banks. If an employee defers compensable leave from a bank that has a formula of payout at retirement (i.e. 50% sick leave at retirement) the deferral does not recalculate the remaining balance. All sick leave hours, per MOU provisions, will be on a fifty percent basis (i.e. a conversion of 100 hours will result in the salary equivalent to 50 hours being deposited into the employees deferred compensation account). In the final three (3) years prior to an employee's stated retirement date he/she may convert the hourly rate of accrued compensable leave to monies into be included in their contribution to one of the City's deferred compensation providers in accordance with IRS regulations and the schedule outlined below:

3-year Catch-up Plan

1st year: no more than 30%~~20%~~ of compensable accrual time of Sick Leave, Vacation Leave and Holiday Leave as allowed by Federal Law.

2nd Year: If a second year is chosen, no more than 45%~~35%~~ of compensable leave may be deferred.

3rd Year: If a third year is chosen, no more than 60%~~50%~~ of compensable leave may be deferred.

The City is not a party to and accepts no responsibility for the employees obligations under federal law to comply with the IRS and legal requirements of such deferrals allowing 457 participants a one-time catch-up provision to make deferrals to "catch-up" underutilized deferrals from prior years during any or all of the three calendar years ending before the tax year they reach the plans normal retirement age.

ARTICLE 34 - EMPLOYEE SAFETY COMMITTEE

A committee of three MPPOMMA members is to be established. One of the three members will be the Association President, or the Association Vice President. This Committee will meet with appropriate Departments and City officials in matters related to on-duty safety.

Blood borne and Airborne pathogen exposure control training shall be provided to appropriate unit employees and required immunizations will be provided to employees as required at City cost.

ARTICLE 35 – PROBATIONARY PERIOD

All original and promotional appointments to the competitive service shall be tentative and subject to the following probationary periods: twelve months for promotional and lateral appointments to the positions of Police Sergeant and Police Lieutenant.

ARTICLE 36 - WRITTEN NOTICES TO POMMA

Reasonable written notice will be given to MPPOMMA of any rule, ordinance, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council. In cases where the City determines that as a result of an emergency, an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meetings with a MPPOMMA, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

MPPOMMA shall be deemed to have met and conferred and agreed to any matter if within thirty days after mailing of the notice by the City regarding said matter, the employee organization fails to deliver to the City Manager a written request for a meeting.

ARTICLE 37 - GENERAL PROVISIONS

A. This MOU shall not in any way interfere with the obligation of the parties hereto to comply with the State and Federal laws, or with any rule, regulation, or order issued by such government authority pertaining to matters covered herein. If any provision, or provisions, of this MOU shall be affected by State or Federal laws, or of any rule, regulation, or order issued by such governmental authority, or if any provision, or provisions, should be held invalid by a court of record, the remainder of the MOU shall not be otherwise affected thereby.

B. The parties hereto agree to continue their long-standing policies in that there shall be no discrimination against any employee because of membership or non-membership in MPPOMMA or based on any protected class.

C. The parties hereto agree that this MOU cannot be modified, changed, and/or canceled in any way except by mutual consent of said parties in writing.

D. Nothing contained in the MOU shall act as a waiver of any rights an individual may have under the workers' compensation law.

ARTICLE 38 - SUBSTANCE ABUSE POLICY

The parties have met and conferred in good faith and reached agreement upon modifications to the City Administrative Policy No. 30-10, as regards GUIDELINES FOR CONSUMPTION OF ALCOHOL AND ILLEGAL OR CONTROLLED SUBSTANCES.

ARTICLE 39 - TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be in effect for an initial term commencing July 1, 2018 and ending June 30, 2022 and shall continue in effect from year to year thereafter unless or until terminated. Unless specifically described to the contrary herein, all changes in matters within the scope or representation shall be provided prospectively from the date of MOU implementation. The "date of MOU implementation" shall be the date of City Council adoption of the MOU.

This MOU may be terminated as of the end of the initial term or any subsequent contract period by either party giving written notice to the other not less than ninety (90) calendar days prior to the termination date. If no notice is given in accordance with the terms of this Article, the MOU shall automatically renew for an additional year without any change whatsoever.

ARTICLE 40 - CITY COUNCIL APPROVAL

It is however, the mutual understanding of all parties hereto that this Memorandum of Understanding is of no force or affect whatsoever unless or until ratified and approved by minute action duly adopted by the City Council of the City of Monterey Park.

IN WITNESS HEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 7th day of December 2022~~2nd day of October 2019~~.

~~MONTEREY PARK POLICE OFFICERS' MID-MANAGEMENT ASSOCIATION~~ ~~CITY OF MONTEREY PARK~~

~~By: Paul Yniguez, President Monterey Park Police Officers' Mid-Management Association~~ ~~By: Ron Bow City Manager~~

MONTEREY PARK POLICE OFFICERS' MID-MANAGEMENT ASSOCIATION

By:
Paul Yniguez, President Monterey Park Police Officers' Mid-Management Association

By:

CITY OF MONTEREY PARK

By:
Ron Bow, City Manager

By:

Gustavo Jimenez, Vice-President Monterey Park Police Officers' Mid-Management Association

Inez Alvarez, Assistant City Manager

By:
Martha Garcia, Director of Finance

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

~~By:~~
~~Brent Archibald, Lieutenant~~
~~Monterey Park Police Officers' Mid-Management Association~~

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

APPROVED BY:

Karl H. Berger, City Attorney

ADDENDUM A

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

~~**1.0% Retro Effective December 29, 2018**~~

~~2018-19 SALARY TABLE~~

~~Job Classification~~	~~Range~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~
~~Police Sergeant~~	~~3~~	~~7,856~~	~~8,249~~	~~8,661~~	~~9,094~~	~~9,549~~
~~Police Lieutenant~~	~~4~~	~~9,566~~	~~10,044~~	~~10,546~~	~~11,073~~	~~11,627~~

~~**2.5% Increase Effective January 1, 2020**~~

~~2019-2020 SALARY TABLE~~

~~Job Classification~~	~~Range~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~
~~Police Sergeant~~	~~3~~	~~8,052~~	~~8,455~~	~~8,877~~	~~9,321~~	~~9,787~~
~~Police Lieutenant~~	~~4~~	~~9,805~~	~~10,296~~	~~10,810~~	~~11,349~~	~~11,918~~

~~**3.0% PERS Effective February 1, 2020**~~

~~2019-2020 SALARY TABLE~~

~~Job Classification~~	~~Range~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~
~~Police Sergeant~~	~~3~~	~~8,294~~	~~8,709~~	~~9,144~~	~~9,601~~	~~10,081~~
~~Police Lieutenant~~	~~4~~	~~10,099~~	~~10,604~~	~~11,134~~	~~11,690~~	~~12,275~~

~~**2.7% Increase Effective January 1, 2021**~~

~~2020-2021 SALARY TABLE~~

~~Job Classification~~	~~Range~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~
~~Police Sergeant~~	~~3~~	~~8,518~~	~~8,944~~	~~9,390~~	~~9,860~~	~~10,353~~
~~Police Lieutenant~~	~~4~~	~~10,372~~	~~10,891~~	~~11,435~~	~~12,006~~	~~12,607~~

~~3.5%~~ **Effective January 1, 2022**

2021-2022 SALARY TABLE

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Police Sergeant	3	8,816	9,257	9,719	10,205	10,715
Police Lieutenant	4	10,735	11,272	11,835	12,426	13,048

2022-2023 SALARY TABLE

Effective Beginning with the first day of the pay period in which MPPOMMA membership ratifies the tentative agreement setting forth the changes in the MOU, but no more than two (2) pay periods preceding ratification of this MOU by the City Council

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Police Sergeant	3	$9,345	$9,812	$10,302	$10,817	$11,358
Police Lieutenant	4	$11,379	$11,948	$12,545	$13,172	$13,831

ADDENDUM B

City of Monterey Park

INTEROFFICE MEMO

DATE: 6/12/2012~~11/28/2022~~

TO: All Police Department Staff

FROM: Jim Smith, Chief of Police

SUBJECT: Patrol Sergeant/Lieutenant Overtime Call Out Procedure

The following shall be the overtime call out procedure for replacement of Patrol Sergeants/Lieutenants assigned to Patrol as Watch Commanders or Field Supervisors when a vacancy occurs due to a non-planned event. For purposes of this memo, a "non-planned event" is considered a sick call out or other emergency.

Watch Commander

If a Sergeant/Lieutenant is unavailable for duty as the Watch Commander due to a non-planned event the initial attempt will be to fill the vacancy with on-duty supervisory personnel (Sergeant or Lieutenant) assigned to a special assignment (D.B., Traffic, Admin, etc.). If no special assignment supervisors are on-duty or if they are unavailable, then a replacement will be assigned on an overtime basis. The replacement will be at the rank of the person whose non-planned absence created the vacancy. Initially, Patrol, rank- equivalent personnel, should be contacted on an availability/seniority basis. If none are available, then special assignment, rank-equivalent, personnel should be contacted on a seniority basis. If a rank equivalent is not available, then the replacement may be the next lower rank starting with Patrol personnel by availability/seniority order and if none are available, to special assignment personnel on a seniority basis.

The following are examples:

Example #1: A Lieutenant and Sergeant are assigned to a Patrol Team. The Lieutenant is off due to a planned event (Vacation, Holiday, Training, etc.). The Sergeant is ill and calls in sick (unplanned event). If there is an on-duty supervisor assigned to a special assignment available, that person will be assigned as the Watch Commander. If there is not, then overtime will be used to fill the vacancy of the Sergeant. Sergeants assigned to Patrol will initially be contacted on an availability/seniority basis, until a replacement is found. If no replacement is found, then Sergeants assigned to a special assignment will be contacted on a seniority basis until a replacement is found. If no Sergeants are available, Lieutenants assigned to Patrol will be contacted on an availability/seniority basis will be contacted. If no one is available, Lieutenants assigned to special assignments will be contacted on a seniority basis.

Example #2: Same scenario as above, but the reasons for being off are reversed (Sergeant on vacation, Lieutenant calls in sick). The procedure above would be the same with the exception that the calls for overtime would start with the Lieutenants then work down to the Sergeants if no Lieutenants (Patrol or special assignment) are available for the overtime.

In any situation where the vacancy is in the Watch Commander's position and no Sergeant/Lieutenant desires the overtime, then the Sergeant with the least amount of seniority (regardless of assignment) will be required to work the overtime.

Field Supervisor

If a Sergeant scheduled as the field supervisor has an unplanned absence, then they will be replaced by an Agent that is assigned and scheduled to work that shift. If this leaves the staffing level below minimum, then on-duty special

assignment personnel will be used to either maintain minimum patrol staffing or to replace the supervisor (Agent or Sergeant). If there are no special assignment personnel available, then an Officer will be called in to maintain minimum staffing. If there is no Agent scheduled or if no special assignment Agent or Sergeant is available, then overtime will be used to replace the field supervisor. Call outs for this scenario will begin with Sergeants assigned to Patrol and then those assigned to special assignments. If no one is available to work overtime, then Agents will be called starting with those assigned to Patrol on a seniority basis.

If an Agent is scheduled as a field supervisor due to a Sergeant/Lieutenant being on a planned event, and the Agent calls in sick the same procedure as outlined in Example 2 will be followed. If overtime is necessary, the call out procedure will begin with the Agent level and if no Agent is available then Sergeants will be called to fill the vacancy based on seniority starting with those assigned to Patrol then to those assigned to special assignments.

If you have any questions regarding this, please contact me.

ATTACHMENT 2

Monterey Park Police Officers' Mid-Management Association Memorandum of Understanding – Clean Version

MEMORANDUM OF UNDERSTANDING

between

THE CITY OF MONTEREY PARK, CALIFORNIA

and

THE MONTEREY PARK POLICE OFFICERS' MID-MANAGEMENT ASSOCIATION

ONE-YEAR AGREEMENT: 07/01/2022 – 06/30/2023

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between
THE CITY OF MONTEREY PARK, CALIFORNIA
and
THE MONTEREY PARK POLICE OFFICERS' MID-MANAGEMENT ASSOCIATION
ONE YEAR AGREEMENT **07/01/2022 – 06/30/2023**

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MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF MONTEREY PARK
and
THE MONTEREY PARK POLICE OFFICERS' MID-MANAGEMENTASSOCIATION
ONE YEAR -AGREEMENT 07/01/2022 - 06/30/2023

PREAMBLE

This Memorandum of Understanding (MOU) has been prepared in accordance with the California Government Code (Section 3500 et seq.). The City of Monterey Park, California, hereinafter referred to as the "City", and the Monterey Park Police Officers Mid-Management Association, hereinafter referred to as "MPPOMMA," have reached this Memorandum of Understanding pursuant to meeting and conferring in good faith. Unless specifically provided herein, changes in wages, hours and terms and conditions of employment shall be prospectively effective on and after City Council adoption of this MOU.

ARTICLE 1 - SCOPE OF MEMORANDUM OF UNDERSTANDING

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

ARTICLE 2 - RECOGNITION

A. The City acknowledges MPPOMMA as the representative for certain employees in the Police Department of the City of Monterey Park, California, for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.

B. This MOU shall cover all employees working in the classification of Police Lieutenant and Police Sergeant.

C. This MOU does not preclude employees in such employment classifications from representing themselves individually in their employment relations with the City.

ARTICLE 3 - CITY RESPONSIBILITIES AND RIGHTS

A. To insure that the City is able to carry out its statutory functions and responsibilities, the following matters will not be subject to the terms of this MOU, but shall be within the exclusive discretion of the City: to select and determine the number and types of employees required; to assign work to employees in accordance with the City; to establish and change work schedules and assignments; to hire, transfer and to promote or to lay off employees for lack of work and for all other legitimate reasons; to suspend, discipline or discharge for just cause; to expand or diminish services; to subcontract any work or

operations; to determine and change at its sole discretion, the number of locations, relocations and types of operations and the processes and materials to be employed.

B. Not withstanding the above, the City hereby agrees to Meet and Confer with MPPOMMA on any changes regarding hours, work schedules, salaries, or working conditions. The City agrees to adhere to the job specifications established for each classification.

ARTICLE 4 - EMPLOYEE AND/OR EMPLOYEE REPRESENTATIVES

A. All employees represented by MPPOMMA shall have the right to join MPPOMMA, or to refuse or refrain from joining MPPOMMA.

B. Members of MPPOMMA may, by any reasonable methods, select three (3) representatives who may or may not be City employees to meet and confer with the City Representative Committee or other management officials on subjects within the scope of representation during regular duty or working hours, provided:

1. That no employee representative shall leave his/her duty or workstation or assignment without specific approval by any authorized departmental management official.

2. That any such meeting is subject to scheduling by an authorized departmental management official so as to avoid interference with or interruption of assigned work schedules or work performance.

C. The City will deduct dues and initiation fees from those employees who voluntarily sign and have submitted to the City the necessary authorization card.

D. Deductions as are authorized in writing by the employee shall be deducted from earned wages or salaries on each payday. The City shall forward to MPPOMMA all dues and/or initiation fees deducted from the employees for any month, the first of the succeeding month.

E. MPPOMMA shall indemnify, defend and hold the City harmless against claims and any suit instituted by an employee against the City which shall arise out of any action which shall be taken by the City in accordance with the sections regarding dues deduction.

F. MPPOMMA representatives, while on City property, shall abide by the City's safety rules and regulations.

G. The Employee Representatives will include at least one employee member. Employee Representatives shall be provided reasonable release time, without loss of salary or benefits, for purposes of collective bargaining and/or processing of employee grievances. In addition, Association representatives may be granted reasonable release time to attend Association sponsored training programs, seminars, and conferences, subject to prior City approval.

H. A written list of the Officers of MPPOMMA and the Employee Representatives shall be furnished to the City immediately after their designation, and MPPOMMA shall notify the City promptly in writing of any changes of such Officers or Representatives.

ARTICLE 5 - COMMUNICATIONS

Space shall be provided on City bulletin boards for the posting of the following notices of immediate concern to the employee group members:

1. MPPOMMA recreational and social activities.

2. MPPOMMA election notices and results.

3. MPPOMMA meetings and events.

4. Such other notices as may be mutually agreed upon by MPPOMMA and the Department Director or representative.

5. All notices and materials regarding the business of the MPPOMMA.

ARTICLE 6 - CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

A. MPPOMMA hereby agrees MPPOMMA represented employees and officers and/or agents of MPPOMMA shall not engage in, encourage, sanction, support, authorize or suggest any work stoppages, strikes, boycotts, slowdowns, mass resignation, mass absenteeism, or any other intentional interference of work of the City. However, information pickets, following an impasse in the labor negotiation process, are excluded from this Article and are therefore allowed as long as the picketing is not violent, does not block ingress or egress and/or does not interfere with the public health, safety or order.

B. In the event any employee, or employees, participates in any of the prohibited activities stated above, MPPOMMA shall notify such employee or employees, so engaged to cease and desist from such activities and shall instruct said person, or persons, to return to their normal work assignment and duties.

C. The employee, or employees, participating in the activities prohibited above shall be subject to disciplinary action by the City, including suspension or discharge in accordance with the City's Personnel Rules and Regulations.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a formal written or oral allegation by a member of MPPOMMA

on behalf of specified unit members have been adversely affected by an alleged violation of the specific provisions of this Memorandum of Understanding, the City's Personnel Rules, written Department Rules, Regulations, policies and procedures or an appeal of a disciplinary action decision by the City Manager.

2. A "disciplinary grievance" is a formal written objection or challenge to any disciplinary action as defined by the Personnel Rules and Regulations. A "disciplinary grievance" shall be filed after the written receipt of the City Manager's decision, and shall constitute the sole and exclusive process of appeal. Such appeals shall be processed at Level IV, Administrative Hearing.

3. A "grievant" is any unit member or the MPPOMMA on behalf of specified unit members adversely affected by an alleged violation within the scope of the grievance procedure as defined above.

4. A "day" is any day in which the administrative offices of the City of Monterey Park are open for regularly scheduled business.

B. GENERAL PROVISIONS

1. If an employee is receiving direction from his/her supervisor but believes the direction forms the basis for a viable grievance, the employee must still comply with the direction. If that grievance is ultimately sustained only then may the employee not comply with that directive.

2. Grievance documents shall not be placed in the personnel file, unless they relate to discipline. If they relate to discipline, they will not be placed in an employee's personnel file until after the discipline appeal process (if applicable) is completed.

3. Time limits for appeal provided at any level of this procedure shall begin the first day following receipt of the written decision by the grievant and/or MPPOMMA. Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. The grievant and the City may extend any time deadline by mutual agreement. If the City fails to respond to the grievant by the deadline to respond at any step in the grievance process, that shall constitute a denial of the grievance at that step and the grievant' s time to file an appeal to the next step shall start the following day.

4. Every effort will be made to schedule meetings for the processing of grievances during the regular work schedule of the participants. If any grievance meeting or hearing must be scheduled during duty hours, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

5. Any unit member may, at any time, present grievances to the City and have such grievances resolved without the intervention of MPPOMMA, as long as the

resolution is reached prior to the hearing and the resolution is not inconsistent with the terms of this MOU; provided that the City shall not agree to a resolution of the grievance until MPPOMMA has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response within twenty (20) days. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of MPPOMMA, which may include the attorney of MPPOMMA. MPPOMMA may also be represented at any grievance meetings and will be notified of any such meetings.

6. This grievance procedure shall be the sole and exclusive procedure for processing objections or challenges to disciplinary actions as defined in the Personnel Rules and Regulations and shall satisfy all administrative appeal rights and protection.

7. There shall be no reprisals, interference, coercion or discrimination against any employee for processing a grievance at any level, or for assisting a grievant in the processing of a grievance.

C. PROCEDURE - Grievances will be processed in accordance with the following procedures:

1. Level I - Informal Resolution: Any unit member or MPPOMMA who believes he/she has a grievance shall present the grievance orally to the immediate supervisor within fifteen (15) workdays after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will mean the grievance is untimely and shall not be processed. The immediate supervisor shall hold discussions and attempt to resolve the matter within fifteen (15) days after the presentation of the grievance. It is the intent of this informal procedure that at least one personal conference be held between the aggrieved employee, their representative and the immediate supervisor.

2. Level II - Formal Written Grievance

a. If the grievance is not resolved during the informal conference and the grievant wishes to continue the grievance process, the grievant shall present the grievance in writing on the appropriate form to the Police Chief within ten (10) days after the oral decision by the immediate supervisor.

The written information shall include: (a) a description of the specific grounds of the grievance; (b) a listing of the provisions of this agreement, personnel rules, regulations or procedures alleged to have been violated; and (c) a listing of specific actions requested of the City which will remedy the grievance.

b. The Police Chief or his/her designee shall communicate the decision, in writing, to the grievant within ten (10) days after receiving the grievance.

c. Within the above time limits the parties may request a personal conference.

d. Grievances which do not allege grievable subjects as defined under Section A.1 above are not subject to review above this level.

3. Level III - Appeal to the City Manager

a. If the grievant is not satisfied with the decision at Level II, the grievant may, within ten (10) days of the receipt of the decision at Level II, appeal the decision to the City Manager. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal.

b. The City Manager shall communicate the decision, in writing, to the grievant within ten (10) days. If the City Manager does not respond within the time limits provided, the grievant may appeal to the next level.

4. Level IV - Administrative Hearing

a. If the grievant is not satisfied with the decision at Level III, or if an employee or MPPOMMA wishes to appeal the disciplinary decision of the City Manager, the grievant/employee may, within ten (10) days of the receipt of the decision, for an administrative hearing of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, MPPOMMA shall inform the City, in writing, of its request to have an administrative hearing. MPPOMMA and the City shall attempt to agree upon a hearing officer.

If no agreement can be reached, they shall request that the City supply a list of seven (7) names of persons experienced in hearing grievances in cities from a panel mutually selected by MPPOMMA and the City. Each party shall alternately strike a name until only one remains. The remaining panel member shall be the Hearing Officer. The order of the striking names shall be determined by coin toss.

b. If the City requests, the Hearing Officer shall be requested to hear the merits of any issues raised regarding grievability. No hearing on the merits of the grievance will be conducted until the issue of grievability has been decided. The same Hearing Officer shall decide the issue of grievability, and if grievable, then the merits of the dispute.

c. The Hearing Officer shall, within thirty (30) days unless both parties agree otherwise, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission

agreement, the Hearing Officer shall determine the issues by referring to the written grievance and the answers thereto at each step.

d. The Hearing Officer shall hold a hearing on the issue submitted or as determined by the Hearing Officer if the parties have not mutually agreed upon the issue, and render a written decision. The conduct of the hearing proceedings shall be governed by California Code of Civil Procedure section 1280 et. seq. The Hearing Officer's decision shall be the final and binding. The Hearing Officer's decision is reviewable under California Code of Civil Procedure 1094.5.

e. The City and MPPOMMA agree that the jurisdiction and authority of the Hearing Officer so selected and the opinions the Hearing Officer expresses will be confined exclusively to the interpretation of the express provision or provisions of this MOU at issue between the parties. The Hearing Officer shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this MOU or the written ordinances, resolutions, rules, regulations and procedures of the City or the Department, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of this MOU. The Hearing Officer shall be without powers or authority to make any decision that requires the City or management to do an act prohibited by law.

f. In the event that this grievance procedure is used to challenge disciplinary actions, the Hearing Officer shall prepare a written decision containing findings of fact, determination of issues, and statement of the precise disciplinary penalty, if any.

g. After a hearing and after both parties have had an opportunity to make an oral closing or submit written arguments, the Hearing Officer shall submit in writing to all parties his/her findings and award. If either party requests the closing to be in writing, then both parties will submit a written argument.

h. The fees and expenses of the Hearing Officer shall be shared equally by the City and MPPOMMA. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire hearing. The cost of the services of such court reporter shall be shared equally by the parties.

i. By filing a grievance and processing it beyond Level III, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/administrative hearing procedure. The processing of a grievance beyond level III shall constitute an express election on the part of the grievant that the

grievance/administrative hearing procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the hearing award in any court of competent jurisdiction.

j. With regard to discipline-related hearings governed by this Section (C)(4), where the discipline subject to appeal consists of a minimum of 8.1 hours and a maximum of 24 hours, the following limitation shall apply to the amount of time available to each party to the hearing for a presentation of any individual party's case. For purposes of time-limit computation only, the Association and any one (1) employee, as well as any other entity that may properly be appearing on behalf of or with an interest similar to the Association or employee, shall be jointly deemed to be the same one party for computing the time limitation on presentations. Accordingly, the time limitation shall not be multiplied by the number of individuals or entities appearing, on behalf of, or with an interest similar to, the individual employee who has been disciplined.

Each party to the Article 7 administrative appeal shall be limited to a maximum of twelve (12) hours of presentation time during conduct of an administrative appeal pursuant to MOU Article 7(C)(4) Level IV Administrative Hearing.

"Presentation Time" against which shall be charged the twelve (12) hour presentation time limitation, shall include oral opening statement and oral closing argument, direct/redirect examination of witnesses, rebuttal and sur-rebuttal witness testimony, demonstrations, and site inspections (excluding travel time to and from the site). Cross examination shall not be counted as part of the "Presentation Time."

The hearing officer shall record and maintain account of all such hours by means of a timekeeping device suitable to the task. Absent stipulation by the parties to extend the twelve (12) hour limitation, the hearing officer shall have no authority to extend said limitation.

5. Disciplinary Proceedings (one day suspension): For purposes of this section alone, a one (1) day suspension shall be equivalent to eight (8) hours of salary, regardless of the actual hours worked in a shift. Suspensions of one (1) day shall be excluded from the arbitration appeal process. Upon receipt from the Chief of Police or his designee of a notice of intended penalty of one (1) day or less, the employee shall have ten (10) business days (Monday - Friday) to submit a written request to the City Manager requiring mediation. The matter shall then be submitted to a mediator provided by the State Mediation and Conciliation Service. Absent agreement as to identity of the mediator, the parties shall alternately strike names from a list supplied by the Los Angeles Office of SMCS. A mediation

session shall then be calendared. The mediation shall not be an evidentiary hearing. Neither party shall be represented by an attorney although non-attorney representatives shall be permitted. There shall be no subpoena power, no submission of briefs, and the mediation shall conclude within the same business day that it commenced. If the manner in which the mediation is resolved is unsatisfactory to either party, then the proceeding before the City Manager shall provide the due process mandated by Skelly v. State Personnel Board and shall not be an evidentiary hearing. The decision of the City Manager shall be the final administrative action not subject to further administrative review. The City Manager's decision is reviewable under California Code of Civil Procedure 1094.5.

ARTICLE 8 - OVERTIME

A. 7K EXEMPTION: The City of Monterey Park has exercised its ability to declare the "7K" exemption under the Fair Labor Standards Act (FLSA) for sworn police personnel. The work period for such employees shall be twenty-eight (28) days in length commencing on Saturday, April 20, 1985 at 2:00 a.m.

B. WORK HOUR PLANS: The City and the Association agree that the Department will utilize the three-twelve and a half (3/12.5) and four-ten (4/10) work hour plans during the term of this MOU. The three-twelve and a half (3/12.5) work hour plan shall cover patrol Sergeants and Lieutenants. The four-ten (4/10) work hour plan shall cover Administrative Lieutenant, Detective Lieutenant, Traffic Sergeant and Detective Sergeant. The 5/8 work hour plan may be permitted at the discretion of the Police Chief.

1. If the City Council determines in its sole discretion to cause a funded Captain's position to remain vacant (or in the alternative, to eliminate funding for a Captain's position), the consequence of such action will be a requirement that Lieutenants, including those assigned to the Patrol Division, be available at the sole discretion of the Chief of Police to perform specified tasks and duties In such cases, it will likely be necessary to modify the work schedule of the affected Lieutenants with the result being their removal from a 3/12.5 or other schedule while assigned to perform specified tasks and duties. However, in no case shall the Lieutenant be reassigned to a 5/8 schedule. If such a decision is made by the City Council, the Chief of Police will have limited time to redeploy one or more Lieutenants in order to perform specified tasks and duties. Accordingly, it is the agreement of the parties that in his sole discretion, the Chief of Police shall have authority to reschedule and redeploy Lieutenants as necessary to meet the needs of the Department as generated by Council exercise of the above discretion. However, the Chief shall also seek out input from the Association as to its recommendations for addressing the Department's service needs should the City Council exercise its discretion as indicated above. However, this shall not be a meet and confer process, shall not be subject to the impasse procedures set forth in the Municipal Code or otherwise, and the redeployment of one or more

Lieutenants may, at the Chief's sole discretion, occur prior to initiation or completion of said meeting process.

In the event of an emergency, as determined by the Chief of Police in his/her sole discretion, the City may cancel, alter or amend the work schedule as necessary, and only for the duration of the emergency, immediately and without the requirement of engaging in the meet and confer process.

Unit members shall be provided twelve (12) days notice prior to any shift change, reassignment or modification. The twelve (12) day notice requirement shall not apply in the case of emergency situations. For the purpose of this rule, emergencies shall mean any unforeseen or unplanned event that impacts Department staffing needs.

C. OVERTIME: For employees assigned to the three-twelve and a half (3/12.5) work hour plan, overtime shall be defined as that time authorized and actually worked by an employee in excess of one hundred sixty (160) hours within the twenty-eight (28) day work period. All employees required to work in excess of the standard work period of one hundred and sixty (160) hours shall receive compensation at the rate of time and one-half (1 1/2) of his/her rate of pay. For employees assigned to the four-ten (4/10) and eight to five (8-5) work hour plan, overtime shall be defined as that time authorized and actually worked by an employee in excess of eighty (80) hours within the fourteen (14) day pay period. All employees required to work in excess of the standard pay period of eighty hours within the fourteen day pay period shall receive compensation at the rate of time and one-half (1 1/2) of his/her rate of pay.

All employees assigned to work the three-twelve and a half (3/12.5) work hour plan and who work in excess of one hundred and sixty (160) hours within the twenty-eight (28) day work period shall be compensated at the completion of the twenty-eight (28) day work period. Regardless of the amount of overtime hours accrued during the first half (80 hours) of the work period, employees shall be compensated eighty (80) hours for that pay period, and the balance of the hours worked shall be compensated at the completion of the twenty-eight (28) day work period. All overtime requests must have the authorization of a supervisor prior to the commencement of such overtime work. Dispatched calls beyond the end of duty time are considered as authorized. An employee's failure to obtain prior approval will result in the denial of overtime request.

All eligible employees assigned to work the four-ten (4/10) work hour plans and who work in excess of eighty (80) hours within the fourteen (14) day pay period shall be compensated for overtime at the completion of the fourteen (14) day pay period.

Determination as to whether or not overtime shall be assigned and/or worked remains in the sole discretion of a responsible supervisor. However, where in the sole discretion of the responsible supervisor, overtime can be efficiently worked by any member of the shift without regard to particular skills or abilities of any eligible employee, then said overtime shall be assigned based on seniority, except in those cases where the overtime duty arises from a case or incident involving another shift Officer. In such case, the involved Officer

shall be assigned the overtime, regardless of seniority.

In those instances where overtime is made available on a Department-wide basis (such as for a movie detail), then said overtime shall be assigned on a seniority basis, unless in the sole discretion of the responsible supervisor(s), particular skills and abilities of Officers are relevant to the assignment of any individual(s) to the overtime duty.

The assignment of overtime, as designated by the Police Chief's 6/12/12 memorandum (attached as an Addendum B), will be the agreed departmental method for overtime call out procedure for replacement of Patrol Sergeants/Lieutenants assigned to Patrol as Watch Commanders or Field Supervisors when a vacancy occurs due to a non-planned event. The intent of the memorandum is to call in overtime rank-for-rank as described in said reference memorandum without limiting the Chief from exercising his management authority and rights in meeting the staffing needs of the department. The Police Chief, as departmental needs arise and pursuit his management rights, may make changes to said method of assignment of overtime. The chief will meet and confer with the POA representatives prior to implementing said changes.

In cases where seniority is utilized to make overtime assignments, the responsible supervisor shall make a reasonable attempt to advise the eligible Officer(s) of the overtime opportunity. Upon said overtime offer either being rejected or the eligible Officer not being responsive to reasonable contact, the responsible supervisor shall repeat said notification steps until the overtime opportunity is selected. Disputes as to whether or not a "reasonable attempt" was made to contact an Officer eligible for seniority-based overtime selection, shall not be subject to the grievance procedure or to any other administrative or civil method of appeal, and the determination of the responsible supervisor in this regard, shall be final, conclusive and not appealable through any means.

Regardless of the above, any responsible supervisor retains the right in his or her sole discretion to disregard seniority in rendering an overtime assignment when, in the sole discretion of the responsible supervisor, the needs of the Department and/or community so dictate. Said decision shall not be subject to any administrative or civil challenge and shall be final and conclusive.

For the purpose of determining overtime, vacation, sick leave, compensatory time off and/or other paid leave time shall be considered compensable hours of work.

D. COMPENSATORY TIME OFF: In lieu of receiving cash payment at time and a half for overtime hours worked, an employee may elect the option of earning compensatory time off. Compensatory time shall be earned at the rate of time and one-half (1 1/2) for each hour worked. The maximum amount of comp time that may be accrued is 480 hours (320 hours worked). All compensatory time on the books will be paid down to forty (40) hours as of December 1 of each year. The remaining balance will remain on the books until such time as employee utilizes the compensatory time.

E. PAID LEAVE ACCRUAL RATES: Employees assigned to the three-twelve and a half (3/12.5) and four-ten (4/10) work hour plans shall accrue vacation, holiday and sick leave in accordance with the accrual rates as outlined herein. When vacation, holidays or sick leave is used, the employee shall be charged based on actual time taken off in relation to his/her regularly assigned shift.

F. REGULAR RATE OF PAY: For the purpose of computing overtime, the employee's regular rate of pay shall include the following components, if applicable, in addition to base salary:

1. Educational Incentive
2. Bilingual Pay
3. Special Assignment Pay
4. Longevity Pay
5. Medical Opt-Out Pay

G. COMPENSABLE HOURS OF WORK:

1. Firearms Qualification: Employees who choose to shoot at the range at times other than as required for qualification and training by the Department, will be considered to be on personal time. Such time is not counted as working time and is not compensable in any manner whatsoever.

2. Voluntary Training Time: Voluntary attendance at training schools/facilities (including the academy) which improves the performance of regular tasks and/or prepares for job advancement are not compensable for hours in excess of the employees' normal work shift. Any such time spent in excess of the normal work shift will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits is not compensable hours of work, even though the employee may be confined to campus or to barracks twenty-four (24) hours a day.

   Travel time to and from the training facility outside of an employee's normal work shift is not compensable hours of work.

   Mandatory training as required by the Department and/or POST is compensable for actual time spent in training. Travel time outside of regularly scheduled work hours for mandatory training is not compensable as work time unless approved by a supervisor. If the use of a personal vehicle is authorized for attendance at mandatory training, mileage shall be reimbursed at current IRS rates, as they exist from time to time during the term of the MOU, for actual miles traveled.

3. City Vehicle Use: Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time in the City vehicle.

This provision also applies in those situations where the radio must be left on and monitored.

This provision does not preclude compensation in those instances where an employee is required to perform emergency law enforcement duties as required by law. In such cases, appropriate compensation shall be provided.

4. Gym Facility: The City provides a room to be used as a gym facility for the voluntary use of employees during their off duty hours. Time spent by employees in working out at the gym facility is not considered hours worked and will not be compensated in any manner.

5. Emergency Call Back Pay: Call-back duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. Call-back does not occur when an employee is held over from his/her shift or is working prior to his/her regular scheduled shift. An employee called back to duty shall be credited with a minimum of three (3) hours work time commencing when he/she receives the call. An employee shall report to duty within a reasonable period of time not to exceed one (1) hour. Any hours worked in excess of three (3) hours shall be credited on a hour-for-hour basis for actual time worked. Travel time from the station to residence shall not be considered hours worked and shall not be compensated in any manner whatsoever. This provision is to be distinguished from "Court Standby" pay in Section 7 which is to be used when an employee is called back to court.

6. Court Pay: When an officer is physically called to court, he/she shall be credited on a hour-for-hour basis for the time actually spent in court, commencing one-half (1/2) hour prior to the scheduled court appearance. An employee shall be credited with a minimum of three (3) hours for each scheduled court appearance. Only one (1) minimum shall apply per payday. These three (3) hours will ultimately be paid in the pay period at time and one-half (1 1/2).

   Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever unless the employee first responds to the station.

7. Court Standby: A member of MPPOMMA who, while off duty, is on court standby status, may leave a telephone number where he/she may be reached while on court standby. Such time is not considered hours worked. However, the employee will receive credit for three (3) hours (these three (3) hours will ultimately be paid in the pay period at time and one-half (1 1/2)), provided that the employee is not actually required to be present in the court building. If any employee is required to go to court, this three (3) hour period is applied to court pay under Section 6.

   Alternatively, an employee on court standby may, with the permission of the Chief of Police or his designee, report to the police facility, in uniform, for

assignment while awaiting court. An employee shall be credited on a hour-for-hour basis for time actually worked while on standby. Travel time to the police facility shall not be considered hours worked and shall not be compensated in any manner whatsoever.

8. Administrative Leave: The following members of MPPOMMA will received administrative leave hours in the following amounts the first payroll cycle after City Council contract approval and the first payroll following July 1st every fiscal year. Employees hired mid-year or employee assignments changing mid-year will require a pro-rated amount of administrative leave either increases or decreasing an employee's administrative leave bank. Human Resources will make these calculations and adjustments. No other adjustment will be made to accrual banks besides this pro-rated calculation with mid-year assignment changes.

   Detective Lieutenant (1) – 60 hours annually
   Detective Sergeant (2) – 60 hours annually
   Traffic Sergeant (1) – 60 hours annually
   All remaining members of the MPPOMMA - 20 hours annually

   Unused Administrative Leave shall not be carried over into the next fiscal year and cannot be cashed out.

E. The times during the fiscal year at which an employee may take his/her administrative leave shall be determined by the Police Chief or his/her designee with due regard for the wishes of the employee and the needs of the service. Eligibility for this leave shall not be predicated upon first having all vacation and sick leave exhausted. Administrative leave may be utilized at any time during the fiscal year.

H. SHIFT TRADES:

Employees in the unit have the right to trade shifts with their colleagues subject to the following conditions:

1. Both employees agree to the shift trade voluntarily.

2. A supervisor approves the shift trade. Supervisors will not unreasonably deny a trade. However, denials are not subject to being grieved.

3. The employee whose shift is worked gets credit for the shift. Thus, the employee whose shift was worked will record the time as time worked on his or her time sheet.

4. Payback of the traded shift will be the responsibility of the two employees who trade shifts and will not be monitored by the City. Traded shifts should fall in the same 28 day work period. If an employee leaves the City having not paid back a

shift, it shall be the responsibility of the two employees to work out any pay back.

5. If an employee agrees to trade shifts with another employee and then calls in sick and/or does not work the shift, the employee who agreed to work the shift shall have his/her Sick Leave deducted. For example, if Police Sergeant A agrees to work the shift for Police Sergeant B and prior to the shift, Police Sergeant A calls in sick and does not work the shift, Police Sergeant A's Sick Leave is deducted and Police Sergeant B gets credit for the shift.

ARTICLE 9 - VACATION

A. Policy: It is the intent and purpose of this vacation leave policy that all employees avail themselves of accrued vacation time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing requirements of the Police Department may periodically impact the ability of an employee to utilize any or all of his/her annual vacation accrual.

B. Vacation Accrual:

1. Accrual Rate: Employees shall accrue paid vacation time on the basis of years of paid service. The accrual rate shall be as follows:

   0 - 6 years eighty-eight (88) hours per year
   7 + years Eight additional hours per year to a maximum of two-hundred sixty (260) hours per year.

2. Accrual Caps: Except as provided herein, no employee may accrue greater than four hundred (400) vacation hours.

   The total number of vacation hours accrued on or before January 14, 1995 shall not be subject to the above accrual limitation and shall be placed in a separate accrual bank (vacation hours Bank No. 1). The number of vacation hours contained within Bank No. 1 on January 14, 1995 shall not increase except as provided below.

   Concurrent with the creation of Bank No. 1, there shall be created a second vacation bank (Bank No.2) that shall have a balance of zero at its inception. Vacation hours accumulated after January 14, 1995 shall be deposited in Bank No. 2. Effective July 1, 2014, vacation hours in Bank No. 2 accrued in excess of 400 hours shall be automatically cashed out as part of the regular payroll process. Said hours shall be cashed out during the pay period in which they are earned. In no case shall an employee be allowed cash out above the cap balance if the employee has not, within the fiscal year, taken advantage of the cash-out provisions of Article 11 of this MOU or has not taken 40 hours of vacation for the year. If an employee has not cashed out as provided in Article 11 or taken forty (40) of vacation, accrual of vacation will cease once the cap is met except for the

following provisions.

Only in exceptional circumstances within the City's discretion shall an employee be allowed to exceed the maximum vacation accrual. In no case shall an employee's request to accrue vacation in excess of the accrual cap be granted if the employee has not, within the fiscal year, taken advantage of the cash-out provisions of Article 11 of this MOU. Any approval to accrue in excess of the accrual cap requires a written request from the Police Chief to the City Manager stating that the employee will not be authorized to utilize vacation prior to reaching the accrual cap because of Department staffing requirements. The City Manager's approval is required. The number of hours allowed above the cap shall be in an amount sufficient to allow the employee 60 days to utilize vacation time prior to again reaching the cap. The approved number of hours shall be placed in bank number 1.

C. Use of Vacation Time: Probationary employees shall be authorized to utilize accrued vacation time prior to conclusion of the probationary test period.

Use of vacation time during the calendar year shall be approved by the Chief of Police or his designee, with due regard for the wishes of the employee, the employee's accumulated vacation credits, and particular regard for the needs of the Department.

ARTICLE 10 - HOLIDAY

Policy: It is the intent and purpose of this holiday leave policy that all employees avail themselves of accrued holiday time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing requirements of the Police Department may periodically impact the ability of an employee to utilize any or all of his/her annual holiday accrual.

Employees of the Police Department who are assigned to work around-the-clock shifts receive thirteen 10-hour (130 hours total) floating "holidays-in-lieu" of specific holidays off.

These holidays shall accrue on the following days:

CITY HALL CLOSED

Regular:	New Year's Day	Thanksgiving Day
	Washington's Birthday	Day After Thanksgiving Day
	Memorial Day	Christmas Eve
	Independence Day	Christmas Day
	Labor Day	New Years Eve Day
	Veteran's Day	

CITY HALL OPEN

Floating: Admission's Day Columbus Day

All other unit employees shall receive eleven (10-hour) paid holidays (see "Regular" holidays listed above), two (10-hour) floating holidays to replace Admission's Day and Columbus Day.

Effective January 1, 2020, all employees shall receive thirteen 10-hour (130 hours total) "holidays-in-lieu" of specific holidays off. Employees shall accrue 10.84 hours each calendar month of employment in lieu of the above-listed holidays. Except as provided herein, no employee may accrue greater than two-hundred sixty (260) holiday hours.

The total number of holiday hours accrued on or before January 14, 1995 shall not be subject to the above accrual limitation and shall be placed in a separate accrual bank (Bank No. 1). The number of holiday hours contained within Bank No. 1 shall not increase after January 14, 1995 except as provided below.

Concurrent with the creation of Bank No. 1, there shall be created a second holiday bank (Bank No.2) that shall have a balance of zero at its inception. Holiday hours accumulated after January 14, 1995 shall be deposited in Bank No. 2. Except as provided below, if Bank No. 2 should equal 260 hours, then no holiday hours or cash equivalency shall be earned by the employee until the balance in Bank No. 2 is less than 260 hours.

Only in exceptional circumstances in the City's discretion shall an employee be allowed to exceed the maximum holiday accrual. In no case shall an employee's request to accrue holiday in excess of the accrual cap be granted if the employee has not, within the fiscal year, taken advantage of the cash-out provisions of Article 11 of this MOU. Any approval to accrue in excess of the accrual cap requires a written request from the Police Chief to the City Manager stating that the employee will not be authorized to utilize holiday prior to reaching the accrual cap because of Department staffing requirements. The City Manager's approval is required. The number of hours allowed above the cap shall be in an amount sufficient to allow the employee an opportunity to utilize holiday time prior to again reaching the cap. The approved number of hours shall be placed in bank number 1.

ARTICLE 11 - ACCRUAL CASH-OUT

Unit members may elect to, annually, during any fiscal year, cash-out up to a total of eighty (80) hours of accumulated and earned vacation time or holiday time (or a combination thereof). Requests for cash-out are to be submitted in a manner prescribed by the City.

Beginning in December 2022, and each December thereafter, employees may irrevocably choose in writing, on a form available from the Human Resources Department, to cash out up to 80 hours of vacation time and holiday time (combined) that are to be accrued and remaining unused in the following calendar year. Vacation balances and/or holiday balances rolled over from prior calendar years are not eligible for cash out. Regardless of the number of hours irrevocably elected for cash out, the cash out will only be made from hours accrued during the calendar and not otherwise used for time off or otherwise by the employee at the time of the cash out. Cash outs shall be paid in December of each year.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 12 - SICK LEAVE

A. Sick leave with pay shall be granted to every full time employee who has been continuously employed for a period of time in excess of 30 days. Such sick leave shall be granted by the City, at the rate of 8.00 hours per month (96 hours per year) for each full

calendar month of continuous employment with the City, including time served in probationary status.

B. Sick leave is paid leave from work that can be used for the following:

(a) diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling; or

(b) for an employee who is a victim of domestic violence, sexual assault, or stalking to: i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

For full time employees, one-half of the employee's accrued and available annual sick leave is protected and may be used for any of the purposes stated above. However, the City permits that a total of eighty (80) hours of sick leave may be used per calendar year for family sick leave purposes.

C. Sick leave accrual and maximum:

1. On July 1, 2012, any existing sick leave balance was placed in a separate leave bank and the amount of that bank shall not be increased nor added to. The hours in the bank shall be subject to the reimbursement provisions described below in Section 12H. The employee shall be allowed to utilize this sick leave bank balance to fund future illnesses/sick leave. However, the employee shall not be required to utilize this sick leave account unless or until the employee elects to do so. Employees with sick leave hours in bank #1 who service retire from the City, may receive 50% of the hours in bank #1 paid at his/her base hourly rate of pay at the time of retirement. For example if an employee had 1,000 hours of sick leave in this account and retired for service, the employee would be provided 50% cash out upon service retirement. Accordingly, the employee has the option of utilizing the following newly created 800 hour sick leave account before utilizing this frozen account. Employees hired on or after July 1, 2012 do not have a sick leave (bank #1) as described in this paragraph.

2. Commencing on July 1, 2012, sick leave earned by bargaining unit members shall be deposited into a second sick leave account which shall be capped at a maximum of 800 hours. Upon accruing 800 hours in this sick leave account there shall be no further accrual of sick leave unless or until use results in a balance of less than 800 hours. Employees who retire from the city with more than 10 total years of city service, beginning from the date of employment, shall be eligible to cash out sick leave in the "second" sick leave account at the rate of eighteen (18)

hours for each one full year (12 months) of city service at regular rate of pay.

3. Upon death of an employee prior to retirement, the City will pay to the employee's designated beneficiary the employee's accumulated sick leave accrual in an amount consistent with the above retirement-related pay-out schedules as separately set forth in C(1) and C(2) above.

D. In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor, prior to the beginning of his/her daily duties or as specified by the Police Chief. A supervisor may require an employee to submit a health care provider's statement of illness or other satisfactory verification of illness regardless of the length of an employee's period of absence. Following any period of absence, a supervisor may require of the employee that they submit a health care provider's certificate indicating that they are capable of returning to duty.

E. The City Manager may, at any time in order to receive further information with respect to the ability of the employee to perform his job duties, request such employee to submit to a medical examination, either physical or mental, at the expense of the City.

F. Refusal of any employee to submit to such a medical examination shall constitute insubordination and grounds for disciplinary action.

G. Government Code Section 21163 provides in pertinent part that the retirement of a PERS member who has been granted or is entitled to leave, shall not become effective until the expiration of sick leave with compensation, unless the member applies for, or consents to, his or her retirement as of an earlier date, *or unless, with respect to sick leave, the provisions of a local ordinance or resolution or the rules or regulations of the employer provide to the contrary.* In this regard, it is acknowledged that with regard to non-industrial disability retirements, it is the rules and regulation of the City that no employee shall be entitled to use or receive cash distribution of sick leave on or after the effective date of said retirements and that any such retirement shall be effective regardless of the employee having sick leave remaining in the employee's account. Additionally, it is acknowledged that with regard to individuals suffering from an industrial disability and/or being granted an industrial disability retirement, that the following sick leave rules and regulations shall apply:

1. In any instance where the local safety member has exhausted eligibility for benefits pursuant to Labor Code Section 4850, but is not eligible for disability retirement at said time yet remains incapacitated from performance of the essential duties of the employee's position, then the employee shall have the option of electing to receive their sick leave balance existing at the time of exhaustion of the Labor Code Section 4850 benefits in accordance with the sick leave cash-out schedule contained in Section H of this Article 12 (as eligible based on hire date), with said amounts to be distributed during each payroll period until said 50 percent amount has been exhausted. In no case shall any such distribution during one pay period exceed the gross salary to which the employee

would otherwise be entitled during said pay period.

2. However, if said employee is eligible for an industrial disability retirement prior to exhaustion of benefits under Labor Code Section 4850 or simultaneous with the same, and still has sick leave remaining on account, then the retirement shall still become effective and the safety employee shall be provided a one-time cash distribution of the employee's sick leave balance as it existed on the effective date of the industrial disability retirement in accordance with the sick leave cash-out schedule contained in Section H of this Article 12 (as eligible based on hire date). Further, said employee shall then be paid the cash value of accumulated vacation, holiday, and compensatory time off in one lump sum.

H. Starting in December of 2019 and the first payroll date following December 1st of each year, each member may elect to cash out sick time annually at 75% value (e.g., 96 hours cash-out = 72 hours pay) Upon accumulation of sick leave hours above the identified levels below, an employee may elect to cash-out accumulated sick leave hours, as long as the employee's account contains the indicated amount after the cash out. Requests for cash-out will be processed and shall be submitted in a manner prescribed by the City.

2019-2020 Fiscal Year	
Cash Out Hours: 110	Minimum Sick Hours Maintained: 470
2020-2021 Fiscal Year	
Cash Out Hours: 125	Minimum Sick Hours Maintained: 440
2021-2022 Fiscal Year	
Cash Out Hours: 140	Minimum Sick Hours Maintained: 410

a) Members may elect to cash out less hours then the maximum allowed.
b) The number of minimum sick hours to be maintained can be the number of hours in either Bank #1, Bank #2 or a combination of the hours in both Bank #1 and Bank #2.
c) Members may elect which Sick Bank they wish to cash out hours from.
d) When a member calls in sick for duty, he/she will complete the city's employee absent form and may elect which bank (Bank 1 or Bank 2) he wishes to have his/her sick time come from. If no sick bank is elected his/her sick time will automatically come from Bank 2.

I. Catastrophic Leave Bank. Membership in the Catastrophic Leave Bank will be voluntary and require an annual sick leave contribution of 8 hours pursuant to the provisions of Administrative Policy No. 30-10.

ARTICLE 13 - BEREAVEMENT LEAVE

Each regular employee may be granted bereavement leave at the discretion of the Chief of Police whenever death occurs to a member of the employee's immediate family. Bereavement leave may not exceed three shifts, however, if travel outside the State of California, or within the State

of California but extending beyond a distance of 300 miles from Monterey Park is necessary, bereavement leave may be extended to a total of five shifts. Shifts of Bereavement Leave are to be charged to an account separate from the employee's sick leave account.
Immediate family, for the purpose of bereavement leave, shall include: spouse, registered domestic partner, father, father-in-law, mother, mother-in-law, child, stepchild, grandparents, grandchildren, brother, brother-in-law, sister or sister-in-law of the employee.

ARTICLE 14 - MILITARY LEAVE

Military Leave of Absence shall be granted in accordance with provisions of the City of Monterey Park's Personnel System Rules and Regulations, Administrative Policy 30-14 and under State and Federal law.

ARTICLE 15 - JURY DUTY LEAVE

An employee who is required to serve as a trial juror, or is required to appear in court as a witness except as the litigant in the case, shall be allowed to be absent with pay, from assigned duties within the City, during the period of such service or while necessarily being present in court.

Under such circumstances, the employee shall receive regular salary while on such leave, provided that the employee remits to the City any payments or fees received as a witness, or as a juror, with the exception of travel pay, which may be retained by the employee.

The employee shall immediately advise the Department of receiving a court subpoena or governmental hearing order to serve as a witness. The employee shall be allowed leave with pay during the period of such service.

The employee shall advise the Department upon receiving a court order to appear for the initial examination as a prospective juror, or subsequently to serve as a juror. The granting of such leave with pay shall be subject to the approval of the City Manager.

ARTICLE 16 - LEAVE OF ABSENCE WITHOUT PAY

Except as modified herein, Leave of Absence shall be governed by Personnel Rule XI. Attendance and Leaves, Sec. 4 Leave of Absence, of the Personnel System Rules and Regulations of the City of Monterey Park.

A. Leave of Absence Without Pay - The City Manager may grant a regular employee a leave of absence without pay for a period not to exceed ninety (90) calendar days. However, no such leave shall be granted unless the employee's Department Director recommends and the City Manager has approved said leave prior to its commencement date. Upon a showing of good and reasonable cause, the City Manager has authority to retroactively define an unauthorized non-paid leave of absence as being approved and sanctioned.

   No such leave shall be effective except upon written request of the employee following

exhaustion by the employee of all accrued paid leaves of absence (except sick leave - see below), including but not limited to vacation, holiday and compensatory time off. If the non-paid leave of absence is solely attributable to a medical condition which would allow the employee to utilize accumulated sick leave, then said sick leave shall be exhausted prior to the granting of any leave without pay status. However, those employees taking a non-paid leave of absence pursuant to the FMLA/CFRA are not required to use accrued compensatory time earned in lieu of overtime. Additionally, any such employee on a non-paid leave of absence pursuant to FMLA/CFRA, shall be required to use sick leave concurrently with said leave only if the leave is for the employee's own serious condition.

The City Council may authorize a regular employee to utilize leave of absence without pay for a period not to exceed the accumulated total of one hundred and eighty (180) calendar days during the entire term of the employee's service on behalf of the City. For example, if during an employee's length of service with the City, said employee has been granted an accumulated total of one hundred and eighty (180) calendar days of leave without pay, then said employee shall not be eligible for any additional leave without pay status for any duration of time.

The granting of a leave of absence without pay consistent with this policy shall be documented in writing by the City Manager and a copy of said documentation shall be filed with the Director of Human Resources and Risk Management.

In any instance where an employee is utilizing an approved leave of absence without pay for a period of time greater than fifty percent (50%) of a pay period, said employee shall accrue no leave benefits or seniority for the duration of time while in said status.

All requests for approval of leave without pay shall be initiated by the subject employee making said request on a City provided personnel action request form and said form shall become a permanent part of the employee's personnel file.

B. Maintenance of Insurance Benefits while on Leave of Absence Without Pay - It shall be the policy of the City that when an employee maintains employment status but is in a non-paid leave of absence, then the City shall make no premium or other contributions necessary to maintain in force and effect, any or all insurance coverage for which an employee would be otherwise eligible except as required by law. If such an employee desires to maintain during an authorized non-paid leave of absence, any or all insurance benefits otherwise available to an employee, then said employee shall be required to deposit any and all insurance premium payments with the City Director of Management Services on the date that the City is otherwise required to remit insurance premium payments to the carrier. Each employee shall be advised in writing of this City policy at the commencement of the authorized leave of absence without pay. There shall be no additional notices of said obligation provided to the employee.

ARTICLE 17 - FMLA/CFRA COMPLIANCE

It is the stated intent and policy of the City that should any provision within a Memorandum of

Understanding, these rules and regulations, or any other policies or procedures adopted by the City or any of its subdivisions be in violation of the California Family Rights Act and/or the Federal Family and Medical Leave Act, then such provision is null and void.

ARTICLE 18 - INDUSTRIAL INJURY AND ILLNESS LEAVE

A. Except as modified herein, Industrial Injury and Illness Leave shall be governed by Personnel Rule XI, Section 4a, Industrial Injury and Illness Leave of the Personnel System Rules and Regulations of the City of Monterey Park and state law.

B. Subject to the requirement of Article 12, Section A of this Memorandum of Understanding, the City may make application for an employee's industrial disability retirement and said retirement shall not be effective without the member's consent earlier than the date upon which leave of absence without loss of salary under Section 4850 of the Labor Code because of the disability terminates, or the earlier date during the leave as of which the disability is permanent and stationary as found by the Worker's Compensation Appeals Board. (Government Code Section 21164).

C. An employee who is absent due to an Industrial Injury for an extended period of time will be considered to be on a Monday through Friday 0800 hours - 1700 hours schedule. The employee shall not be required to be at any specific location during this time period, however, must be available by cell phone.

ARTICLE 19- MODIFIED DUTY

A. It is the policy of the City to return work related injured or ill employees to work as quickly as is medically feasible. Every effort will be made to make "modified work" available to industrially injured employees who are not medically ready to return to full duties, but are able to perform light or modified duties without the likelihood of aggravating the injury. "Modified work" is defined as the performance of limited job tasks which do not encompass all of the essential duties for that particular job class or assignment to job tasks not typically performed by the employee but that provide productive work opportunities. "Modified duty" shall only be made available until the employee's condition becomes "permanent and stationary" or reaches maximum medical improvement under the prevailing workers' compensation statute and in no case shall extend beyond the statutory benefit period afforded under Labor Code Section 4850 for safety personnel. "Modified duty" shall not be considered a reasonable accommodation since the essential duties for the job are not taken into consideration.

B. Modified duty may be allowed only if all of the following conditions are met:

1. The Chief of Police determines that he/she has productive work available, which is within the work restrictions imposed by the qualified medical specialist. Any such decision by the Chief of Police shall not be subject to administrative or court challenge.

2. The Risk Manager concurs that such work will not impose an unacceptable level of risk to the City or the employee; and

3. The City Manager concurs that the modified work assignment of the named employee is in the best interests of the City.

4. The determination of availability of a modified work assignment shall be made on a case-by-case basis and at the sole discretion of the City.

5. No modified duty assignment shall be made prior to conditions 1-3 being met;

6. There shall be no appeal of any decision which results in no assignment of modified duty being made.

C. Non-Industrial Modified Duty

1. In addition to the above, non-industrial modified duty may be assigned when the following additional criteria are met (pregnancy disability not subject to the restrictions described below):

a. Employee meets all the criteria as stated in Section C of this article.

b. Employee receives a medical release from the designated City doctor that modified duties may be performed.

c. The prognosis is for the injury/illness to exceed 2 weeks (14 days).

d. The employee is released to work a full shift (either 5/8, 4/10, or 3/12.5 schedule to be assigned based on modified duty considerations and at the sole discretion of the Police Chief).

e. The employee's schedule is to be determined at the sole discretion of the Chief of Police. The Chief's determination shall not be subject to any administrative or court challenge.

f. Modified duty for non-industrial injury/illness shall not exceed 30 calendar days in a rolling twelve-month period. The Police Chief, at his/her sole discretion, may grant a one-time extension of up to an additional thirty (30) calendar days based on receipt of an updated doctor's note.

g. An individual on non-industrial modified duty may be assigned to any Division of the Police Department or any Department of the City.

h. No more than one individual may be assigned non-industrial modified duty at any one time unless it is determined at the sole discretion of the

Chief of Police that sufficient work exists to accommodate more than one individual. The Chief's determination shall not be subject to any administrative or court challenge.

i. No individual may be assigned, or continue to be assigned, non-industrial modified duty if there is any Officer assigned modified duty for an industrial injury unless it is determined at the sole discretion of the Chief of Police that sufficient work exists to accommodate more than one individual. The Chief's determination shall not be subject to any administrative or court challenge.

j. At all times, industrially injured individuals shall have precedence for modified duty assignments over non-industrial injured individuals.

ARTICLE 20 - UNIFORM ALLOWANCE

A. The annual uniform allowance is currently $725. The City shall continue its credit/retail account program with a retail outlet to be determined by the City, in lieu of cash payment of the uniform allowance for officers required to wear a police uniform (personnel assigned to Patrol & Traffic). All remaining personnel (Detectives, Administration, Training, Technical Services, Professional Standards, and the Community Relations Commander) may choose to receive cash payment for the uniform allowance in October of each contract year or receive credit/retail account with a retail outlet to be determined by the City. All uniform allowance cash payments will be reported on the employee's W-2 form under "Other Compensation" to meet Internal Revenue Service requirements. Uniform allowance shall not be credited to the employee that has been absent, for any reason, from active uniformed service for any time in excess of one-half of the fiscal year. Uniform allowance shall be provided on a prorated basis for those employees.

In addition, the following shall apply:

1. Employees may choose to receive cash payment for the uniform allowance each fiscal year. Requests to receive the cash payment shall be submitted no later than the first paycheck of June for the following fiscal year cash option.

2. Employees who do not elect to receive a cash payment and who do not use the full $725 allowance with the retail outlet will receive any remaining balance as cash payment for uniform maintenance or other uniform related costs the second payroll in June.

The parties agree that this is special compensation and shall be reported as such to CalPERS for "classic members", to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(5).

B. The number of retail outlets utilized for the credit/retail account program will not exceed

four locations. The selection of the outlets is to be determined by the City, after consultation with the Association.

A listing of uniform items eligible for purchase, as approved by the Chief of Police, shall be maintained in the Police Department policy manual. All equipment and uniforms must meet departmental standards and expectations. Should the Police Chief or his/her designee identify uniforms or equipment that needs to be replaced or that fails to meet the department standard, the employee will be responsible for replacing the item at his/her cost.

ARTICLE 21 - HEALTH INSURANCE

A. Medical Insurance (Active Employees)

Employees will receive insurance coverage through CalPERS under the California Public Employees' Medical and Hospital Care Act (PEMHCA). The City's contribution toward medical insurance under PEMHCA will be the minimum employer contribution (MEC) required by PEMHCA (in 2019 the MEC is $136/month).

B. Retiree Medical Insurance

1. Employees Hired On or After January 1, 2016

Employees who are hired into City service on or after January 1, 2016 and retire from the City, will be eligible for medical insurance provided by PEMHCA and the City will contribute the minimum employer contribution (MEC) as required under PEMHCA. For 2019, this amount is $136 per month. PEMHCA determines the amount annually and therefore, this is subject to change.

2. Retiree and Employees Hired Prior to January 1, 2016

Current retirees and employees who were hired on or before December 31, 2015 will be eligible for medical insurance provided by PEMHCA and when enrolled in PEMHCA, receive a City contribution equal to the MEC under PEMHCA. The City shall also make a monthly contribution to a retiree Health Reimbursement Account (HRA) for the difference between the MEC and the contribution amount set forth below (subject to the actual premium of the PEMHCA plan):

a. If the employee retired from City employment with less than 20 years of City service, and remains enrolled in PEMHCA in retirement he/she will receive up to $485/month (includes the MEC) toward the purchase of medical insurance under PEMHCA for retiree and all eligible dependents.

b. If the employee retired from City employment with 20 or more years of City service, and remains enrolled in PEMHCA in retirement he/she will

receive up to $650/month (includes the MEC) toward the purchase of medical insurance under PEMHCA for retiree and all eligible dependents.

c. Medicare

Retirees must comply with the Medicare enrollment requirements set forth by PEMHCA and the City's health plan program.

d. Actuarial Study

The City will authorize the payment for and preparation of an actuarial study of the projected cost of MPPOMMA's proposal during negotiations for the 2022-2023 MOU. The City commits to presenting the actuary's report to MPPOMMA and to further consider MPPOMMA's proposal during the negotiations for a successor MOU to the 2022-2023 MOU.

C. Dental Insurance

The City will contribute up ninety-five ($95) per month. The employee will pay any and all premiums due in excess of the City's contribution under the City's Cafeteria Plan (Section 125).

D. Vision Insurance Plan

The City shall provide a vision insurance plan. The City will contribute up to twenty ($20) dollars per month for the employee and eligible dependents. The employee will pay any and all premiums due in excess of the City contribution under the City's Cafeteria Plan. The plan design shall be: Examination every 12 months; Frames and Lenses every 24 months. Deductible shall be $10.00/exam; $20.00/frame and lenses.

E. Section 125 Cafeteria Plan

1. The City agrees to maintain a premium conversion plan for all active unit members to provide for the pre-tax deduction of the employee's share of premiums toward medical coverage, and when applicable, the employee's share of premiums toward the dental plan as well as any premium payment for CalPERS Long Term Care which the employee may elect to participate in an pay through payroll deduction.

2. The City's contribution under the Section 125 Cafeteria plan for active employees shall be up to one thousand three hundred and twenty-five dollars ($1,325) per month for employees electing to enroll in a medical plan in PEMHCA. Effective the beginning of the pay period following January 1, 2021, the City's contribution to the Cafeteria Plan for active employees will increase by seventy-five dollars for a total monthly contribution of $1,400 per month. Effective the beginning of the pay period following January 1, 2022, the City's contribution to the Cafeteria Plan

for active employees will increase by seventy-five dollars for a total monthly contribution of $1,475 per month. The City's contribution will include the PEMHCA MEC ($136 per month for 2019) toward the medical plan and the balance may be used for other eligible expenses. Eligible expenses include: (1) medical insurance premiums, (2) dental insurance premium, (3) vision insurance premium, and cash (as set forth below). Employees will be responsible for paying the amount of the total insurance premium that exceeds the City's contribution via the Cafeteria Plan (IRC Section 125 Plan).

3. For employees who elect to waive medical insurance from the City (opt out), the City will pay $300/month in cash to the employee. In order to receive the opt-out incentive, the employee must certify that he/she has medical insurance coverage in a plan that provides minimum essential coverage under the Affordable Care Act.

4. Specific details of this cafeteria plan will be contained in a plan document available for review by employees at the City's Human Resources Department.

F. Affordable Care Act Reopener

The City may reopen negotiations at any time during the term of the MOU to meet and confer over impacts of the Affordable Care Act.

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ARTICLE 22 – RETIREE HEALTHCARE TRUST

A. Effective following July 1, 2020, the city shall establish a Retiree Healthcare Trust (RHT) and full-time Unit member will be eligible to self fund contributions towards it.

ARTICLE 23 - DEPENDENT CARE FLEXIBLE SPENDING ARRANGEMENT & HEALTH REIMBURSEMENT ARRANGEMENT

Effective January 1, 2017, the City will offer a voluntary medical and dependent care flexible spending accounts to employees. The City will pay the administrative fee for the plans and the employee will be responsible for individual account fees.

ARTICLE 24 - LIFE INSURANCE PLANS

A. Life Insurance –The City shall provide each employee covered under this MOU a term life insurance policy in the amount of $100,000.

B. Supplemental Life Insurance may be purchased by each employee in $10,000 increments with a maximum face value of $300,000, or three times (3X) the individual's gross salary, whichever is less. Any premium cost for supplemental insurance shall be borne by the employee.

ARTICLE 25 - EDUCATIONAL INCENTIVE PAY

The City agrees to maintain an Educational Incentive Pay Plan which provides additional compensation as follows:

A. $275.00 compensation per month for an Advanced POST Certificate, $400.00 additional compensation per month for a Supervisorial POST Certificate, $475 additional compensation per month for a Management POST Certificate, for an employee who does not otherwise qualify for the educational incentive pay as provided for in this article. In no case shall the total additional monthly compensation under this section A of the Education Incentive Pay article exceed $550 per month.

B. $135.00 additional compensation per month for an employee with an Associate of Arts degree or 60 units of college credit from an academic institution accredited by the Western Association of Schools and Colleges or an accrediting organization recognized by the Council of Post Secondary Education in any major.

C. $275.00 additional compensation per month for an employee with a Bachelor's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.

D. $325.00 additional compensation per month for an employee with a Master's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.

E. If an employee possesses any combination of both a Bachelors/Masters Degree and a Supervisorial/Management POST Certificate, they will be compensated $550 per month. In no case shall the total additional monthly compensation for possessing a certification as identified in section A and a degree as identified in section B,C,D exceed $550 per month.

F. The above amounts shall not be cumulative.

G. The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a) (2) – Educational Incentive Pay.

ARTICLE 26 - EDUCATIONAL ENROLLMENT COST REIMBURSEMENT

Educational costs shall be limited to two thousand dollars ($2,000) annually per unit member for eligible reimbursement expenses as defined within this Article. The City agrees to reimburse employees for the cost of enrolling in college-level courses in an academic institution accredited by the Western Association of Schools and Colleges or an accrediting organization recognized by the Council of Post Secondary Education directly related to their employment, or compatible with a career goal with the City. Enrollment cost reimbursement is subject to approval by both the Chief of Police and the Director of Human Resources and Risk Management. In rendering a reimbursement determination, the Chief of Police and the Director of Human Resources and Risk Management shall consider whether or not the course(s) for which the reimbursement is sought is related to the employee's then existing principal duties and the availability of funds for

reimbursement purposes. No employee shall be entitled to reimbursement unless pre-course enrollment written authorization for reimbursement is received from the Chief of Police and the Director of Human Resources and Risk Management. The reimbursement eligibility determinations described herein are not subject to any administrative or judicial appeal procedure and the decision of the Chief of Police and the Director of Human Resources and Risk Management shall be final.

Enrollment cost reimbursement will be paid according to the following schedule:

1. If tuition or fees are equal to or less than current California State University at Los Angeles fees, the City will pay 100% of the tuition fees.

2. If tuition or fees exceed California State University at Los Angeles fees, the City will pay an amount equal to 100% of the California State University at Los Angeles fees.

An employee will be reimbursed up to twenty-five dollars ($25.00) for books each semester or equivalent if he/she is enrolled in six (6) or less units; an employee will be reimbursed up to fifty dollars ($50.00) for books each semester or equivalent, providing he/she is enrolled in seven (7) or more units. Reimbursement shall only be for books required for the course. All requests for reimbursement shall be accompanied by valid receipts.

ARTICLE 27 - BILINGUAL PAY

The City shall pay an additional one hundred fifty dollars ($150) per month to each employee, who is capable of speaking and interpreting a foreign language as deemed useful by the City.

The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) – Bilingual Premium.

ARTICLE 28 – SPECIAL ASSIGNMENT PAY

A. Special Assignments

The City agrees to pay two hundred ($200.00) per month as special assignment pay for employees regularly assigned to the positions of:

Police Lieutenant: Administration, Investigations, Operational Support

Police Sergeant: Technical Services, Traffic Bureau, Detective, and Training/Community Relations

B. Duration of Special Assignments

The term of any one (1) particular special assignment shall be for a period of forty-eight (48) consecutive months from the date of placement in the particular special assignment, with the employee having the option to elect an additional twelve (12) month period of

service in the special assignment, resulting in sixty (60) consecutive months of placement within a special assignment. The employee shall notify the Office of the Chief of Police in writing not later than the end of the forty-fifth (45th) consecutive month of special assignment service, as to whether or not the employee elects an additional twelve (12) month period of service.

At the conclusion of the initial forty-eight (48) month, or the extended sixty (60) month term, the Chief of Police may, at his/her sole discretion, extend the term of an employee's special assignment up to an additional six (6) months if the Chief of Police determines it is in the best interests of the Department to do so because of the employee's involvement in a particular project, investigation or other matter is required.

Any affected employee performing in a specialty assignment may submit a written request to the Chief of Police, proposing that the employee be assigned out of the special assignment. The decision of the Chief of Police as to whether or not such request shall be granted and if so, when the reassignment shall be effective, lies in the sole discretion of the Chief of Police, whose determination shall not be subject to administrative or civil challenge or appeal.

C. At the conclusion of the above-described term of specialty assignment, or upon being granted exit from said assignment during its term, the affected employee shall be eligible to apply for a different specialty assignment, but shall be ineligible to be appointed to the same specialty assignment which term has just been completed, or from which the employee has exited during the term, for a period of 12 months from the last date of service in the specialty assignment.

D. Reassignment in a specialty position of the same or different type than that, in which the affected employee has previously performed services, shall be subject to all applicable policies, practices and procedures utilized by the Chief of Police for selection of participants in specialty assignments.

E. All affected employees participating in a special assignment, shall be subject to the removal/appeal policies and procedures set forth below in subsection 6.

F. <u>Removal from Special Assignment</u>

<u>Appeal procedures for employees removed from specialty assignments after twelve months or more of receiving the assignment:</u>

A California Court of Appeal case has recently held that in many circumstances, reassignment from a special assignment as described above and loss of bonus compensation, can be implemented only upon the Department stating cause for the reassignment, and with the Officer then having a right to contest the reassignment through all available administrative appeal procedures. In this case, said procedures may include access to a trial-type evidentiary hearing before a hearing officer pursuant to Article 7 of the MOU. (The City does not acknowledge that said court ruling is

controlling, yet it does form the basis for the compromise described in this Article.). However, the following limitation shall apply to administrative appeals conducted pursuant to Article 7 of the MOU and which regard reassignment from a special assignment as that term is used in this Article:

Each party to the Article 7 administrative appeals before a hearing officer shall be limited to a maximum of eight (8) hours of presentation time during conduct of an administrative appeal pursuant to MOU Article 7 (C)(4) Level IV Administrative Hearing. For purposes of time-limit computation only, the Association and any one (1) employee, as well as any other entity that may properly be appearing on behalf of or with an interest similar to the MPPOMMA or employee, shall be jointly deemed to be the same one party for computing the time limitation on presentations. Accordingly, the time limitation shall not be multiplied by the number of individuals or entities appearing, on behalf of, or with an interest similar to, the individual employee who has been reassigned.

"Presentation Time" against which shall be charged the eight (8) hour presentation time limitation, shall include oral opening statement and oral closing argument, direct/redirect examination of witnesses, rebuttal and sur-rebuttal witness testimony, demonstrations and site inspections (excluding travel time to and from the site). Cross examination shall not be counted as part of the "Presentation Time."

The hearing officer shall record and maintain account of all such hours by means of a timekeeping device suitable to the task. Absent stipulation by the parties to extend the eight (8) hour limitation, the hearing officer shall have no authority to extend said limitation.

1. <u>Appeal procedures for employees removed from specialty assignments in less than twelve (<12) months of receiving the assignment:</u>

   The following administrative appeal process is established pursuant to Government Code § 3304.5. It shall supplement, though not replace, the disciplinary appeal processes established in other provisions of the Memorandum of Understanding ("MOU") between the City of Monterey Park and the Monterey Park Police Officers' Mid-Management Association.

   This procedure shall not apply to disciplinary actions for which officers already are entitled to receive an appeal hearing pursuant to either the Grievance Article or Special Assignment Pay Article of the Memorandum of Understanding. It shall only apply to punitive actions, as that term is defined by Government Code § 3303, for which officers do not already receive an appeal hearing under either Grievance Article or Special Assignment Pay Article of the Memorandum of Understanding. MOU Article 7 Grievance Procedure applies to disciplinary action "as defined by City Personnel Rules and Regulations." Personnel Rule XV(1) defines disciplinary actions as being limited to suspensions without pay, reduction in class position or dismissal. Thus, this particular procedure shall only apply to the removal of employees from their specialized assignment within the

first twelve (12) months of receiving such an assignment.

a. Right to Administrative Appeal

1. Any public safety officer (as defined by Government Code § 3301) who is subjected to punitive action (as defined by Government Code § 3303) other than dismissal, demotion (reduction in class position) or suspension is entitled to an administrative appeal pursuant to this procedure. An officer shall be entitled to appeal an action upon receiving written notification of such action.

2. Unit members subjected to dismissal, demotion, or suspension shall continue to be entitled to an appeal in accordance with existing procedures set forth in other provisions of the Memorandum of Understanding.

3. Each Party shall bear their own costs incurred under this procedure.

b. Notice of Appeal

1. Within ten (10) calendar days of receipt by a unit member of written notification of punitive action, the Lieutenant or Sergeant shall notify the Chief of Police in writing of the intent to appeal the punitive action.

2. The notice of appeal shall specify the action being appealed and the substantive grounds for the appeal.

3. Failure to timely serve written notification of an appeal shall result in waiver of any right to appeal.

c. Hearing Officer

The City Manager or designee shall act as the hearing officer. The determination of the City Manager or designee shall be administratively final and binding.

d. Burden of Proof

The City shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the punitive action and the burden of proving that the punitive action was reasonable under the circumstances.

e. Conduct of Hearing

1. For the purposes of this specific hearing regarding the proposed removal of a unit member within the first 12 months of a specialized assignment the provisions of Government Code § 11513 shall apply to the hearing. The City understands that an employee cannot be compelled to testify even if the employee does not testify in the presentation of his/her case.

2. Following the presentation of evidence, if any, the parties may present verbal closing arguments and/or in the sole discretion of the hearing officer, written closing arguments, as well.

f. Record of Hearing

1. The hearing shall be audio recorded. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

g. Representation

The employee may be represented by a representative of his or her choice at all stages of the proceedings. The appointing authority shall also be entitled to representation at all stages of the proceedings.

h. Decision

1. The City Manager or designee shall serve the parties with written notice of his/her decision within thirty (30) calendar days of submission of the case by the parties.

2. The decision shall be served by first class mail upon the appointing authority and the officer as well as his/her attorney or representative. The decision shall advise the officer that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094.6.

3. If applicable, the decision to return the employee to his/her specialized assignment shall include back pay.

ARTICLE 29 - SALARIES AND WAGES

Beginning with the first day of the pay period in which the MPPOMMA membership ratifies the tentative agreement setting forth the changes in this MOU, but no more than two (2) pay periods preceding ratification of the MOU by the City Council, the salary ranges for all classifications in this bargaining unit shall be increased by 6.0%.

Essential Worker Premium Pay under ARPA: The City will make a one-time non-PERSable payment of $8,000 per employee who was employed in a sworn classification with the City of Monterey Park prior to March 31, 2021 and is employed in a classification in this bargaining unit at the time of distribution of the lump sum payment. The payment shall be distributed with the payroll for the pay period beginning after City Council ratification of this MOU.

Salary ranges for Police Lieutenant and Police Sergeant are listed in Addendum A.

Longevity: The City will provide a monthly longevity payment of one-hundred dollars ($100) per month upon completion of twenty (20) years of continuous service. The longevity payment will increase to three-hundred fifty dollars ($350) per month upon completion of twenty-five (25) years of continuous service.

The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(1).

Acting Pay: Unit members assigned by the Police Chief, or his/her designee to perform the duties of a higher level rank shall be compensated with acting pay as $50 a day extra pay for no more than $200 in a twenty-eight day scheduling period.

PERFORMANCE EVALUATIONS: No step raises, or other performance-based compensation, shall be delayed by more than sixty (60) calendar days due to the City failing to evaluate the affected employee's performance in a timely manner. However, if an employee who is due a performance evaluation that includes a possible merit increase, does not receive their performance evaluation within sixty (60) calendar days after the date of their annual evaluation date, the merit increase shall process retroactive to the date of the employee's anniversary date for merit increase consideration. The employee is to notify their supervisor and Human Resources at the time the sixty (60) calendar days have been exceeded. A personnel action form will be completed and the merit increase shall be made retroactive to the employee's anniversary date.

ARTICLE 30 - SENIORITY

Time which has been spent in a position designated by the Department as an "acting position" does not qualify as seniority for time served within the acting position rank as credit for completion of a probationary period for the acting rank, or as credit for time in rank for merit pay step increases.

ARTICLE 31 - RETIREMENT

A. Retirement Benefits - Retirement Benefits as provided in contract, dated November 1, 1952, with the Public Employees' Retirement System and as follows:

1. Effective June 24, 1989, "Single Highest Year" option;
2. Effective March 20, 1976, "Post Retirement Survivor" option;
3. Effective May 8, 1999, "1959 Survivor's Benefit" - Level 4;

4. Effective August 18, 2001, "3% @ 55" formula Retirement Plan.
5. Effective November 1, 2003, Military Service Credit as Public Service

B. All employees who are classic members under the Public Employees Retirement Law shall pay 9% of compensation earnable as the employee contribution to CalPERS.

C. Employees who are classic members have the retirement formula that existed with the City on December 31, 2012, 3%@55 with single highest year for final compensation. (Tier 1)

D. Employees who are 'New Members' as defined by the California Public Employees' Pension Reform Act of 2013 (PEPRA) (e.g., an employee hired on or after 1/1/2013 who has never been a CalPERS member or member of a reciprocal system or who has had a break in CalPERS service of at least 6 months or more) will constitute a second tier and be subject to all the applicable PEPRA provisions, which include but are not limited to the following retirement benefits:

Tier 2: "New Members' will have the retirement formula 2.7%@57 and the three year average final compensation. New members contribute one-half of the total normal cost of their retirement benefits as determined annually by CalPERS. In 2016, that contribution is 12%.

E. Cost-Sharing
Classic Employees:

Employee Paid Retirement Contribution: Classic employees currently pay the nine percent (9%) member contribution. Effective the payroll period following the 2019 CalPERS contract amendment approval, Employees shall also pay an additional three percent (3%) retirement contribution as cost sharing pursuant to Government Code section 20516(a). In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction.

'New Member' Employees:

"New Member" employees pay their one-half the total normal cost as determined by CalPERS. As of July 1, 2019, that contribution is 12.25%. Effective the payroll period following the CalPERS contract amendment approval, "new members" will contribute .5% cost sharing pursuant to Government Code section 20516(a) in addition to their one-half of the total normal cost as determined by CalPERS. In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction.

For example, if the required PEPRA contribution is 12.25%, then "new members" will contribute 12.25% (1/2 the normal cost) and .5% as cost-sharing, for a total employee contribution of 12.75%.

The parties agree to cost-sharing of the employer retirement rate as noted above. The City will pursue a contract amendment with CalPERS for the cost-sharing portion of employee contributions toward retirement. The parties agree to complete the contract amendment process. Cost sharing will begin as noted above.

If, at some future date, unit members no longer agree to cost sharing, the City will simultaneously reduce the salary range for all Unit members by 3% and reduce any impacted employees' base pay accordingly.

ARTICLE 32 - MEDICAL EXAMINATION

A medical examination of any employee may be required by the City when job related and consistent with business necessity and will be administered by a medical doctor selected by the City. The City agrees to pay the full cost of the medical examination.

ARTICLE 33 - DEFERRED COMPENSATION PLAN

A deferred compensation plan will be available to all members of the Police Officers Mid-Management Association. Participation in this deferred compensation plan is at the option of the individual employee.

A. One-Time Deferred Compensation Special 457 Catch-up Provision:

(One-Time is defined by law as an election to "catch-up" underutilized deferrals to a 457 plan, once in a singular year or multiple years, not to exceed 3 years) Federal Law allows 457 participants a one-time catch-up provision to make deferrals to "catch-up" underutilized deferrals from prior years during any or all of the three calendar years ending before the tax year they reach the plans normal retirement age. Normal retirement age for "classic" safety members of PERS is fifty-five (55) years old and fifty-seven (57) years old for "new" members of PERS. All 457 plans of an employer must have the same normal retirement age (NRA). For purposes of the deferred compensation special 457 catch-up provision for the City of Monterey Park, the normal retirement age range shall be considered 51 thru 62 years old.

The intent of this section is to facilitate association members in the final three (3) years prior to their stated retirement date in converting the hourly rate of accrued compensable leave to monies into their contribution to one of the City's deferred compensation providers in accordance with IRS regulations/Federal Law. After an employee defers compensable accrued leave, balances of 120 hours must remain or be maintained in both their sick and vacation accrual banks. If an employee defers compensable leave from a bank that has a formula of payout at retirement (i.e. 50% sick leave at retirement) the deferral does not recalculate the remaining balance. All sick leave hours, per MOU provisions, will be on a fifty percent basis (i.e. a conversion of 100 hours will result in the salary equivalent to 50 hours being deposited into the employees deferred compensation

account). In the final three (3) years prior to an employee's stated retirement date he/she may convert the hourly rate of accrued compensable leave to monies into be included in their contribution to one of the City's deferred compensation providers in accordance with IRS regulations and the schedule outlined below:

3-year Catch-up Plan

1st year: no more than 30% of compensable accrual time of Sick Leave, Vacation Leave and Holiday Leave as allowed by Federal Law.

2nd Year: If a second year is chosen, no more than 45% of compensable leave may be deferred.

3rd Year: If a third year is chosen, no more than 60% of compensable leave may be deferred.

The City is not a party to and accepts no responsibility for the employees obligations under federal law to comply with the IRS and legal requirements of such deferrals allowing 457 participants a one-time catch-up provision to make deferrals to "catch-up" underutilized deferrals from prior years during any or all of the three calendar years ending before the tax year they reach the plans normal retirement age.

ARTICLE 34 - EMPLOYEE SAFETY COMMITTEE

A committee of three MPPOMMA members is to be established. One of the three members will be the Association President, or the Association Vice President. This Committee will meet with appropriate Departments and City officials in matters related to on-duty safety.

Blood borne and Airborne pathogen exposure control training shall be provided to appropriate unit employees and required immunizations will be provided to employees as required at City cost.

ARTICLE 35 – PROBATIONARY PERIOD

All original and promotional appointments to the competitive service shall be tentative and subject to the following probationary periods: twelve months for promotional and lateral appointments to the positions of Police Sergeant and Police Lieutenant.

ARTICLE 36 - WRITTEN NOTICES TO POMMA

Reasonable written notice will be given to MPPOMMA of any rule, ordinance, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council. In cases where the City determines that as a result of an emergency, an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meetings with a MPPOMMA, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

MPPOMMA shall be deemed to have met and conferred and agreed to any matter if within thirty days after mailing of the notice by the City regarding said matter, the employee organization fails

to deliver to the City Manager a written request for a meeting.

ARTICLE 37 - GENERAL PROVISIONS

A. This MOU shall not in any way interfere with the obligation of the parties hereto to comply with the State and Federal laws, or with any rule, regulation, or order issued by such government authority pertaining to matters covered herein. If any provision, or provisions, of this MOU shall be affected by State or Federal laws, or of any rule, regulation, or order issued by such governmental authority, or if any provision, or provisions, should be held invalid by a court of record, the remainder of the MOU shall not be otherwise affected thereby.

B. The parties hereto agree to continue their long-standing policies in that there shall be no discrimination against any employee because of membership or non-membership in MPPOMMA or based on any protected class.

C. The parties hereto agree that this MOU cannot be modified, changed, and/or canceled in any way except by mutual consent of said parties in writing.

D. Nothing contained in the MOU shall act as a waiver of any rights an individual may have under the workers' compensation law.

ARTICLE 38 - SUBSTANCE ABUSE POLICY

The parties have met and conferred in good faith and reached agreement upon modifications to the City Administrative Policy No. 30-10, as regards GUIDELINES FOR CONSUMPTION OF ALCOHOL AND ILLEGAL OR CONTROLLED SUBSTANCES.

ARTICLE 39 - TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be in effect for an initial term commencing July 1, 2018 and ending June 30, 2022 and shall continue in effect from year to year thereafter unless or until terminated. Unless specifically described to the contrary herein, all changes in matters within the scope or representation shall be provided prospectively from the date of MOU implementation. The “date of MOU implementation” shall be the date of City Council adoption of the MOU.

This MOU may be terminated as of the end of the initial term or any subsequent contract period by either party giving written notice to the other not less than ninety (90) calendar days prior to the termination date. If no notice is given in accordance with the terms of this Article, the MOU shall automatically renew for an additional year without any change whatsoever.

ARTICLE 40 - CITY COUNCIL APPROVAL

It is however, the mutual understanding of all parties hereto that this Memorandum of Understanding is of no force or affect whatsoever unless or until ratified and approved by minute action duly adopted by the City Council of the City of Monterey Park.

IN WITNESS HEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 7th day of December 2022.

MONTEREY PARK POLICE OFFICERS' MID-MANAGEMENT ASSOCIATION	CITY OF MONTEREY PARK
By:	By:
Paul Yniguez, President Monterey Park Police Officers' Mid-Management Association	Ron Bow, City Manager
By:	By:
Gustavo Jimenez, Vice-President Monterey Park Police Officers' Mid-Management Association	Inez Alvarez, Assistant City Manager
	By:
	Martha Garcia, Director of Finance
	By:
	Christine Tomikawa, Director of Human Resources and Risk Management

APPROVED BY:

Karl H. Berger, City Attorney

ADDENDUM A

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

Effective January 1, 2022

2021-2022 SALARY TABLE

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Police Sergeant	3	8,816	9,257	9,719	10,205	10,715
Police Lieutenant	4	10,735	11,272	11,835	12,426	13,048

2022-2023 SALARY TABLE

Effective Beginning with the first day of the pay period in which MPPOMMA membership ratifies the tentative agreement setting forth the changes in the MOU, but no more than two (2) pay periods preceding ratification of this MOU by the City Council

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Police Sergeant	3	$9,345	$9,812	$10,302	$10,817	$11,358
Police Lieutenant	4	$11,379	$11,948	$12,545	$13,172	$13,831

ADDENDUM B

City of Monterey Park
INTEROFFICE MEMO

DATE: 6/12/2012

TO: All Police Department Staff

FROM: Jim Smith, Chief of Police

SUBJECT: Patrol Sergeant/Lieutenant Overtime Call Out Procedure

The following shall be the overtime call out procedure for replacement of Patrol Sergeants/Lieutenants assigned to Patrol as Watch Commanders or Field Supervisors when a vacancy occurs due to a non-planned event. For purposes of this memo, a "non-planned event" is considered a sick call out or other emergency.

Watch Commander

If a Sergeant/Lieutenant is unavailable for duty as the Watch Commander due to a non-planned event the initial attempt will be to fill the vacancy with on-duty supervisory personnel (Sergeant or Lieutenant) assigned to a special assignment (D.B., Traffic, Admin, etc.). If no special assignment supervisors are on-duty or if they are unavailable, then a replacement will be assigned on an overtime basis. The replacement will be at the rank of the person whose non-planned absence created the vacancy. Initially, Patrol, rank- equivalent personnel, should be contacted on an availability/seniority basis. If none are available, then special assignment, rank-equivalent, personnel should be contacted on a seniority basis. If a rank equivalent is not available, then the replacement may be the next lower rank starting with Patrol personnel by availability/seniority order and if none are available, to special assignment personnel on a seniority basis.

The following are examples:

Example #1: A Lieutenant and Sergeant are assigned to a Patrol Team. The Lieutenant is off due to a planned event (Vacation, Holiday, Training, etc.). The Sergeant is ill and calls in sick (unplanned event). If there is an on-duty supervisor assigned to a special assignment available, that person will be assigned as the Watch Commander. If there is not, then overtime will be used to fill the vacancy of the Sergeant. Sergeants assigned to Patrol will initially be contacted on an availability/seniority basis, until a replacement is found. If no replacement is found, then Sergeants assigned to a special assignment will be contacted on a seniority basis until a replacement is found. If no Sergeants are available, Lieutenants assigned to Patrol will be contacted on an availability/seniority basis will be contacted. If no one is available, Lieutenants assigned to special assignments will be contacted on a seniority basis.

Example #2: Same scenario as above, but the reasons for being off are reversed (Sergeant on vacation, Lieutenant calls in sick). The procedure above would be the same with the exception that the calls for overtime would start with the Lieutenants then work down to the Sergeants if no Lieutenants (Patrol or special assignment) are available for the overtime.

In any situation where the vacancy is in the Watch Commander's position and no Sergeant/Lieutenant desires the overtime, then the Sergeant with the least amount of seniority (regardless of assignment) will be required to work the overtime.

Field Supervisor

If a Sergeant scheduled as the field supervisor has an unplanned absence, then they will be replaced by an Agent that is assigned and scheduled to work that shift. If this leaves the staffing level below minimum, then on-duty special assignment personnel will be used to either maintain minimum patrol staffing or to replace the supervisor (Agent or

Sergeant). If there are no special assignment personnel available, then an Officer will be called in to maintain minimum staffing. If there is no Agent scheduled or if no special assignment Agent or Sergeant is available, then overtime will be used to replace the field supervisor. Call outs for this scenario will begin with Sergeants assigned to Patrol and then those assigned to special assignments. If no one is available to work overtime, then Agents will be called starting with those assigned to Patrol on a seniority basis.

If an Agent is scheduled as a field supervisor due to a Sergeant/Lieutenant being on a planned event, and the Agent calls in sick the same procedure as outlined in Example 2 will be followed. If overtime is necessary, the call out procedure will begin with the Agent level and if no Agent is available then Sergeants will be called to fill the vacancy based on seniority starting with those assigned to Patrol then to those assigned to special assignments.

If you have any questions regarding this, please contact me.

ATTACHMENT 3
Proposed MOU Resolution

RESOLUTION NO. ____

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

THE CITY COUNCIL RESOLVES AS FOLLOWS:

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

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

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

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

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

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

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

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

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

_____
Henry Lo, Mayor

ATTEST:

_____
Maychelle Yee, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

City Council Staff Report

DATE: December 7, 2022

AGENDA ITEM NO: Consent Calendar - 3D

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

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution approving a Memorandum of Understanding ("MOU") between the City of Monterey Park and the Monterey Park Police Captains' Association ("MPPCA"). The MPPCA represents the Police Captains in the Monterey Park Police Department;
2. Authorizing budget appropriation of approximately $35,472 from the General Fund and $16,000 from the American Rescue Plan Act (ARPA) Funds for the 2022-2023 fiscal year; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

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

BACKGROUND:

MPPCA's current MOU term is valid from July 1, 2018 to June 30, 2022. On November 22, 2022 MPPCA's representatives agreed to the following terms and conditions:

- One year agreement – July 1, 2022 to June 30, 2023
- Base salary increase – 6% cost of living adjustment to base salary effective retroactively two (2) pay periods preceding when the MPPCA ratified the agreement terms and after Council approval of this MOU.
- Modification to MOU language for:
    - Article 11 – Irrevocable election method for all discretionary leave cash out(s)
    - Article 30 – increase percentage of compensable accrual time allowed to use toward deferred compensation plan 3-year catch-up plan (employee contribution).

- Essential Worker Premium Pay – non-PERSable lump sum of $8,000 per employee covered by the MPPCA MOU, who was employed in a sworn classification by the City of Monterey Park prior to March 31, 2021 and is employed in this unit on the date of distribution. To be distributed with the first payroll distribution after Council adoption of this MOU.

FISCAL IMPACT:

The total cost of the MOU is estimated at a total of $51,472. An Authorized budget appropriation of approximately $35,472 from the General Fund and $16,000 from the American Rescue Plan Act (ARPA) Funds for the 2022-2023 fiscal year is required.

Respectfully submitted by:

Christine Tomikawa
Director of Human Resources and Risk Management

Review by:

Martha Garcia
Director of Management Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS:

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

ATTACHMENT 1
Monterey Park Police Captains Association Memorandum of Understanding – Redline version

MEMORANDUM OF UNDERSTANDING

between

THE CITY OF MONTEREY PARK, CALIFORNIA

and

THE MONTEREY PARK POLICE CAPTAINS' ASSOCIATION

~~FOUR~~ONE-YEAR AGREEMENT: 07/01/202~~22~~18 – 06/30/202~~3~~2

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between
THE CITY OF MONTEREY PARK, CALIFORNIA
and
THE MONTEREY PARK POLICE CAPTAINS' ASSOCIATION

~~FOUR~~ ONE YEAR AGREEMENT 07/01/2022~~18~~ – 06/30/2023~~2~~

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MEMORANDUM OF UNDERSTANDING
between
THE CITY OF MONTEREY PARK
and
THE MONTEREY PARK POLICE CAPTAINS'
~~FOUR~~ ONEYEAR -AGREEMENT 07/01/2022~~18~~ - 06/30/2023~~2~~

PREAMBLE

This Memorandum of Understanding (MOU) has been prepared in accordance with the California Government Code (Section 3500 et. seq.). The City of Monterey Park, California, hereinafter referred to as the "City," and the Monterey Park Police Captains' Association, hereinafter referred to as "MPPCA" have reached this Memorandum of Understanding pursuant to meeting and conferring in good faith. Unless specifically provided herein, changes in wages, hours and terms and conditions of employment shall be prospectively effective on and after City Council adoption of this MOU.

ARTICLE 1 - SCOPE OF MEMORANDUM OF UNDERSTANDING

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

ARTICLE 2 - RECOGNITION

A. The City acknowledges the MPPCA as the Recognized Employee Organization as the representative for Police Captains' in the Police Department of the City of Monterey Park, California, for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.

B. This MOU shall cover all employees working in the classification of Police Captain.

C. This MOU does not preclude employees in such employment classifications from representing themselves individually in their employment relations with the City.

ARTICLE 3 - CITY RESPONSIBILITIES AND RIGHTS

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

B. Notwithstanding the above, the City hereby agrees to Meet and Confer with the MPPCA on any changes regarding hours, work schedules, salaries, or working conditions. The City agrees to adhere to the job specifications established for each classification.

ARTICLE 4 - EMPLOYEE AND/OR EMPLOYEE REPRESENTATIVES

A. All Police Captains shall have the right to join the Police Captains' Association, or to refuse or refrain from joining said organization.

B. Police Captains may select up to two (2) representatives who may or may not be City employees to meet and confer with the City Representative Committee or other management officials on subjects within the scope of representation during regular duty or working hours, without loss of time, provided:

1. That no employee representative shall leave his/her duty or workstation or assignment without specific approval by the Police Chief.

2. That any such meeting is subject to scheduling by the Police Chief so as to avoid interference with or interruption of assigned work schedules or work performance.

C. The City will deduct dues and initiation fees from those employees who voluntarily sign and have submitted to the City the necessary authorization card.

D. Deductions as are authorized in writing by the employee shall be deducted from earned wages or salaries on each payday. The City shall forward all dues and/or initiation fees deducted from the employees for any month, the first of the succeeding month.

E. The MPPCA shall indemnify, defend and hold the City harmless against claims and any suit instituted by an employee against the City which shall arise out of any action which shall be taken by the City in accordance with sections regarding dues deduction.

F. The MPPCA representatives, while on City property, shall abide by the City's safety rules and regulations.

G. The Employee Representatives will include at least one employee member. Employee Representatives shall be provided reasonable release time, without loss of salary or benefits, for purposes of collective bargaining and/or processing of employee grievances. In addition, Association representatives may be granted reasonable release time to attend POA sponsored training programs, seminars, and conferences, subject to prior City approval.

ARTICLE 6 - CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

A. MPPCA – Police Captains hereby agree that during the term of this MOU, Police Captains shall not engage in, encourage, sanction, support, authorize or suggest any work stoppages, strikes, boycotts, slowdowns, mass resignation, mass absenteeism, or any other intentional interference of work of the City. However, information pickets, following an impasse in the Meet and Confer process, are excluded from this Article and are therefore allowed as long as the picketing is not violent, does not block ingress or egress and/or does not interfere with the public health, safety or order.

B. In the event any Police Captain participates in any of the prohibited activities stated above, the Chief shall notify such employee or employees, so engaged to cease and desist from such activities and shall instruct said person, or persons, to return to their normal work assignment and duties.

C. The employee, or employees, participating in the activities prohibited above shall be subject to disciplinary action by the City, including suspension or discharge in accordance with the City's Personnel Rules and Regulations.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a formal written or oral allegation by a Police Captain who has been adversely affected by an alleged violation of the specific provisions of this Memorandum of Understanding, the City's Personnel Rules, written Department Rules, Regulations, policies and procedures or an appeal of a disciplinary action decision by the City Manager.

2. A "disciplinary grievance" is a formal written objection or challenge to any disciplinary action as defined by the Personnel Rules and Regulations. A "disciplinary grievance" shall be filed after the written receipt of the City Manager's decision, and shall constitute the sole and exclusive process of appeal. Such appeals shall be processed at Level IV, Administrative Hearing.

3. A "grievant" is any unit member adversely affected by an alleged violation within the scope of the grievance procedure as defined above.

4. A "day" is any day in which the administrative offices of the City of Monterey Park are open for regularly scheduled business.

5. Disputes regarding jurisdiction (grievability of an issue) shall not be subject to resolution by the grievance procedure and instead, are subject to resolution by an arbitrator.

B. GENERAL PROVISIONS

1. If an employee is receiving direction from his/her supervisor but believes the direction forms the basis for a viable grievance, the employee must still comply with the direction. If that grievance is untimely sustained only then may the employee not comply with the directive.

2. Grievance documents shall not be placed in an employee's personnel file, unless they relate to discipline. If they relate to discipline, they will not be placed in an employee's personnel file until after the discipline appeal process (if applicable) is completed.

3. Time limits for appeal provided at any level of this procedure shall begin the first day following receipt of the written decision by the grievant. Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. The grievant and the City may extend any time deadline by mutual agreement. Failure by the City to meet established deadlines shall entitle but not obligate the grievant to appeal to the next step of the procedure.

4. Every effort will be made to schedule meetings for the processing of grievances during the regular work schedule of the participants. If any grievance meeting or hearing must be scheduled during duty hours, any employee required by either party to participate as a

witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

5. Any unit member may, at any time, present grievances to the City and have such grievances resolved without the intervention of the MPPCA, as long as the resolution is reached prior to the hearing and the resolution is not inconsistent with the terms of this MOU. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the MPPCA which may include the attorney of MPPCA.

6. This grievance procedure shall be the sole and exclusive procedure for processing objections or challenges to disciplinary actions as defined in the Personnel Rules and Regulations and shall satisfy all administrative appeal rights and protection.

7. There shall be no reprisals, interference, coercion or discrimination against any Department employee for processing a grievance at any level, or for assisting a grievant in the processing of a grievance.

C. PROCEDURE - Grievances will be processed in accordance with the following procedures:

1. Level I - Informal Resolution

a. Any Captain who believes he/she has a grievance which is within the scope of the grievance procedure of this MOU shall present the grievance orally to the Police Chief within fifteen (15) workdays after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The Police Chief shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal procedure that at least one personal conference be held between the aggrieved employee, their representative and the Police Chief.

2. Level II - Formal Written Grievance

a. If the grievance is not settled during the informal conference and the grievant wishes to continue the grievance process, the grievant shall present the grievance in writing on the appropriate form to the Police Chief within ten (10) days after the oral decision of the Police Chief.

The written information shall include: (a) a description of the specific grounds of the grievance; (b) a listing of the provisions of this agreement, personnel rules, regulations or procedures alleged to have been violated; and (c) a listing of specific actions requested of the City which will remedy the grievance.

b. The Police Chief or his designee shall communicate the decision, in writing, to the grievant within ten (10) days after receiving the grievance.

c. Within the above time limits the parties may request a personal conference.

3. Level III - Appeal to the City Manager

a. If the grievant is not satisfied with the decision at Level II the grievant may, within ten (10) days of the receipt of the decision at Level II, appeal the decision to the City Manager. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal.

b. The City Manager shall communicate the decision, in writing, to the grievant within ten (10) days. If the City Manager does not respond within the time limits provided, the grievant may appeal to the next level.

4. Level IV - Administrative Hearing

a. If the grievant is not satisfied with the decision at Level III and wishes to appeal the disciplinary decision of the City Manager, the grievant /employee may within ten (10) days of the receipt of the decision submit a request in writing for an administrative hearing of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, the grievant shall inform the City, in writing, of its request to have an administrative hearing. The grievant and the City shall attempt to agree upon a hearing officer.

If no agreement can be reached, they shall request that the City supply a list of seven (7) names of persons experienced in hearing grievances in cities from a panel mutually selected by the grievant and the City. Each party shall alternately strike a name until only one remains. The remaining panel member shall be the Hearing Officer. The order of the striking shall be determined by flipping a coin.

b. If either the City or the grievant so requests, the Hearing Officer shall be requested to hear the merits of any issues raised regarding grievability. No hearing on the merits of the grievance will be conducted until the issue of grievability has been decided. The same Hearing Officer shall decide the issue of grievability, and if grievable, then the merits of the dispute.

c. The Hearing Officer shall within thirty (30) days unless both parties agree otherwise, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the Hearing Officer shall determine the issues by referring to the written grievance and the answers thereto at each step.

d. The Hearing Officer shall hold a hearing on the issue submitted or as determined by the Hearing Officer if the parties have not mutually agreed upon the issue, and render a written decision. The conduct of the hearing proceedings shall be governed by California Code of Civil Procedure section 1280 et. seq. The Hearing Officer's decision shall be final and binding. The Hearing Officer's decision shall be the final administrative action not subject to further administrative review. The Hearing Officer's decision is reviewable under California Code of Civil Procedure 1094.5.

e. The City and grievant agree that the jurisdiction and authority of the Hearing Officer so selected and the opinions the Hearing Officer expresses will be confined

exclusively to the interpretation of the express provision or provisions of this MOU at issue between the parties. The Hearing Officer shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this MOU or the written ordinances, resolutions, rules, regulations and procedures of the City or the Department, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of this MOU. The Hearing Officer shall be without powers or authority to make any decision that requires the City or management to do an act prohibited by law.

f. In the event that this grievance procedure is used to challenge disciplinary actions, the Hearing Officer shall prepare a written decision containing findings of fact, determination of issues, and statement of the precise disciplinary penalty, if any.

g. After a hearing and after both parties have had an opportunity to make written arguments, the Hearing Officer shall submit in writing to all parties his/her findings and award.

h. The fees and expenses of the Hearing Officer shall be shared equally by the City and the MPPCA. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire hearing. The cost of the services of such court reporter shall be shared equally by the parties.

i. By filing a grievance and processing it beyond Level III, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/administrative hearing procedure. The processing of a grievance beyond level III shall constitute an express election on the part of the grievant that the grievance/administrative hearing procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the filing of a writ of administrative mandamus to challenge a decision issued on a grievance.

j. With regard to discipline-related hearings governed by this Section (C)(4), where the discipline subject to appeal consists of a minimum of 8.1 hours and a maximum of 24 hours, the following limitation shall apply to the amount of time available to each party to the hearing for a presentation of any individual party's case. For purposes of time-limit computation only, the Association and any one (1) employee, as well as any other entity that may properly be appearing on behalf of or with an interest similar to the Association or employee, shall be jointly deemed to be the same one party for computing the time limitation on presentations. Accordingly, the time limitation shall not be multiplied by the number of individuals or entities appearing, on behalf of, or with an interest similar to, the individual employee who has been disciplined.

Each party to the Article 7 administrative appeal shall be limited to a maximum of twelve (12) hours of presentation time during conduct of an administrative appeal pursuant to MOU Article 7(C)(4) Level IV Administrative Hearing.

"Presentation Time" against which shall be charged the twelve (12) hour presentation time limitation, shall include oral opening statement and oral closing argument, direct/redirect examination of witnesses, rebuttal and sur-rebuttal witness testimony, demonstrations, and site inspections (excluding travel time to and from the site). Cross examination shall not be counted as part of the "Presentation Time."

The hearing officer shall record and maintain account of all such hours by means of a timekeeping device suitable to the task. Absent stipulation by the parties to extend the twelve (12) hour limitation, the hearing officer shall have no authority to extend said limitation.

ARTICLE 8 - ADMINISTRATIVE LEAVE

A. 7K Exemption: The City of Monterey Park has exercised its ability to declare the "7K" exemption under the Fair Labor Standards Act (FLSA) for sworn police personnel. The work period for such employees shall be twenty-eight (28) days in length commencing on Saturday, April 20, 1985 at 2:00 a.m.

B. Police Captains shall remain exempt from overtime.

C. Administrative leave shall be given to Police Captains designated by the Police Chief as qualified to receive administrative leave.

D. Administrative leave shall be granted by the Police Chief utilizing the following criteria:

1. The Captain(s) are required or expected to attend City Council, City Commissions, or other City related functions that occur after normal business hours.

2. The Captain(s) are required to be present or on call after normal business hours.

3. The Police Chief feels the employee consistently works hours beyond the normal business hours.

4. Annually on July 1st, the employee shall receive eighty (80) hours of administrative leave. Employees hired mid-year will receive a pro-rated amount of Administrative leave.

5. Unused Administrative Leave shall not be carried over into the next fiscal year.

E. The times during the fiscal year at which an employee may take his/her administrative leave shall be determined by the Police Chief with due regard for the wishes of the employee and the needs of the service. Eligibility for this leave shall not be predicated upon first having all vacation and sick leave exhausted. Administrative leave may be utilized at any time during the fiscal year.

ARTICLE 9 - VACATION

A. Policy: It is the intent and purpose of this vacation leave policy that all employees avail themselves of accrued vacation time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing

requirements of the Police Department may periodically impact the ability of an employee to utilize any/or all of his/her annual vacation accrual.

B. Vacation Accrual:

1. Accrual Rate: Employees shall accrue paid vacation time on the basis of years of paid service. The accrual rate shall be as follows:

* 0 - 6 years Eighty-eight (88) hours per year
* 7 + years Eight additional hours per year to a maximum of two-hundred sixty (260) hours per year.

2. Accrual Caps: Except as provided herein, no employee may accrue greater than five hundred (500) vacation hours.

Vacation hours accrued in excess of 500 hours shall be automatically cashed out as part of the regular payroll process. Said hours shall be cashed out during the pay period in which they are earned. However, in no case shall an employee be allowed to receive the automatic cash out of vacation should the vacation accrual reach five hundred (500) hours if the employee has not, within the fiscal year, taken advantage of the cash-out provisions of Article 11 of this MOU or has not taken 40 hours of vacation for the year. If an employee has not cashed out as provided in Article 11 or taken forty (40) of vacation, accrual of vacation will cease once the cap is met.

C. Use of Vacation Time: Probationary employees shall be authorized to utilize accrued vacation time prior to conclusion of the probationary test period.

Use of vacation time during the calendar year shall be approved by the Chief of Police or his/her designee, with due regard for the wishes of the employee.

ARTICLE 10 - HOLIDAY SCHEDULE

It is the intent and purpose of this holiday leave policy that all employees avail themselves of accrued holiday time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing requirements of the Police Department may periodically impact the ability of an employee to utilize any or all of his/her annual holiday accrual.

Holidays are observed as follows:

CITY HALL CLOSED

Regular:	New Year's Day	Veteran's Day
	Washington's Birthday	Thanksgiving Day
	Memorial Day	Day After Thanksgiving Day
	Independence Day	Christmas Eve Day
	Labor Day	Christmas Day
		New Year’s Eve Day

CITY HALL OPEN

Floating: Admission's Day Columbus Day

Effective January 1, 2020, all employees shall receive thirteen 10-hour (130 hours total) "holidays-in-lieu" of specific holidays off. Employees shall accrue 10.84 hours each calendar month of employment in lieu of the above-listed holidays. Except as provided herein, no employee may accrue greater than two-hundred sixty (260) holiday hours. Holidays have a value of ten (10) hours.

ARTICLE 11 - ACCRUAL CASH-OUT

Police Captains may elect to annually during any fiscal year, cash-out up to a total of one-hundred (100) hours of accumulated and earned vacation time or holiday time (or a combination thereof). Requests for cash-out are to be submitted in a manner prescribed by the City.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 12 - SICK LEAVE

A. Sick leave with pay shall be granted to every full time employee who has been continuously employed for a period of time in excess of 30 days. Such sick leave shall be granted by the City, at the rate of eight-hours (8.00) for each full calendar month (96 hours per year) of continuous employment with the City, including time served in probationary status.

B. Sick leave is paid leave from work that can be used for the following purposes:

(a) Diagnosis, care, or treatment of an existing health condition or, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling; or

(b) For an employee who is a victim of domestic violence, sexual assault, or stalking to: 1) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health and safety or welfare of the employee or his or her child; or 2) to obtain medical attention or psychological counseling; services from s shelter, program or crisis center; or participate in safety planning or other actions to increase safety.

For full-time employees, one-half of the employees' accrued and available annual sick leave is protected and may be used for any of the purposes stated above. However, the City permits that a total of eighty hours of sick time can be used for family sick leave purposes.

C. On July 1, 2012, any existing sick leave balance in the employee's MOU Section 12 account shall be placed in a separate leave bank and the amount of that bank shall not be increased nor added to. The hours in the bank shall be subject to the reimbursement provisions described below as being in MOU Section 12G. The employee shall be allowed to utilize this sick leave bank balance to fund future illnesses/sick leave. However, the employee shall not be required to utilize this sick leave account unless or until the employee elects to do so. For example if an employee had 1,000 hours of sick leave in this account and retired from service, the employee would be provided 50% cash out upon service retirement. Accordingly, the employee has the option of utilizing the following newly created 800 hour sick leave account before utilizing this frozen account.

Sick leave earned by Police Captains shall be deposited into a sick leave account which shall be capped at a maximum of 800 hours. Upon having 800 hours in the sick leave account there shall be no further accrual of sick leave unless or until use results in a balance of less than 800 hours.

D. Employees, who retire from the city with more than 10 total years of city service, beginning from the date of employment, shall be eligible to cash out sick leave in the sick leave account at the rate

of 18 hours, at regular rate of pay, for each one full year (12 months) of city service.

E. Upon death of an employee prior to retirement, the City will pay to the employee's designated beneficiary the employee's accumulated sick leave accrual in an amount consistent with the above retirement-related pay-out schedule.

F. Government Code Section 21163 provides in pertinent part that the retirement of a PERS member who has been granted or is entitled to leave, shall not become effective until the expiration of sick leave with compensation, unless the member applies for, or consents to, his or her retirement as of an earlier date, *or unless, with respect to sick leave, the provisions of a local ordinance or resolution or the rules or regulations of the employer provide to the contrary.* In this regard, it is acknowledged that with regard to non-industrial disability retirements, it is the rule and regulation of the City that no employee shall be entitled to use or receive cash distribution of sick leave on or after the effective date of said retirement and that any such retirement shall be effective regardless of the employee having sick leave remaining in the employee's account. Additionally, it is acknowledged that with regard to individuals suffering from an industrial disability and/or being granted an industrial disability retirement, that the following sick leave rules and regulations shall apply:

1. In any instance where the local safety member has exhausted eligibility for benefits pursuant to Labor Code Section 4850, but is not eligible for disability retirement at said time, yet remains incapacitated from performance of the essential duties of the employee's position, then the employee shall exhaust all accrued leave during the period of continued disability. In no case shall any such distribution during one pay period exceed the gross salary to which the employee would otherwise be entitled during said pay period.

2. However, if said employee is eligible for an industrial disability retirement prior to exhaustion of benefits under Labor Code Section 4850 or simultaneous with the same, and still has accrued but unused sick leave, then the retirement shall still become effective and the safety employee shall be provided a one-time cash distribution of the employee's sick leave balance as it existed on the effective date of the industrial disability retirement in accordance with any eligible sick leave cash-out schedule contained in this Article 12. Further, said employee shall then be paid the cash value of accumulated vacation and holiday. Said payment shall be paid in one lump sum with the employees' final paycheck.

G. Upon accumulation of 500 sick leave hours, an employee may elect to cash-out up to ninety-six (96) hours accumulated sick leave, as long as the employee's account contains at least 500 hours after the cash out. Any such cash-out shall be at 75% value (e.g., 96 hours cash-out = 72 hours pay). Requests for cash-out will be processed the first payroll date following December 1st of each year and shall be submitted in a manner prescribed by the City.

H. Starting in December of 2019 and the first payroll date following December 1st of each year, each member may elect to cash out sick time annually at 75% value (e.g., 96 hours cash-out = 72 hours pay) Upon accumulation of sick leave hours above the identified levels below, an employee may elect to cash-out accumulated sick leave hours, as long as the employee's account contains the indicated amount after the cash out. Requests for cash-out will be processed and shall be submitted in a manner prescribed by the City.

2019-2020 Fiscal Year
Cash Out Hours: 110 Minimum Sick Hours Maintained: 470

2020-2021 Fiscal Year
Cash Out Hours: 125 Minimum Sick Hours Maintained: 440

2021-2022 Fiscal Year
Cash Out Hours: 140 Minimum Sick Hours Maintained: 410

I. Members may elect to cash out less hours then the maximum allowed.
J. The number of minimum sick hours to be maintained can be the number of hours in either Bank #1, Bank #2 or a combination of the hours in both Bank #1 and Bank #2.
K. Members may elect which Sick Bank they wish to cash out hours from.
L. When a member calls in sick for duty, he/she will complete the city's employee absent form and may elect which bank (Bank 1 or Bank 2) he/she wishes to have his sick time come from. If no sick bank is elected his/her sick time will automatically come from Bank 2.

ARTICLE 13 - BEREAVEMENT LEAVE

Each regular employee may be granted bereavement leave at the discretion of the Chief of Police whenever death occurs to a member of the employee's immediate family. Bereavement leave may not exceed three shifts, however, if travel outside the State of California, or within the State of California but extending beyond a distance of 300 miles from Monterey Park is necessary, bereavement leave may be extended to a total of five shifts. Shifts of Bereavement Leave are to be charged to an account separate from the employee's sick leave account.

Immediate family, for the purpose of bereavement leave, shall include: spouse, registered domestic partner, father, father-in-law, mother, mother-in-law, child, son-in-law, daughter-in-law, stepchild, grandparents, grandchildren, brother(s) brother-in-law, sister(s) or sister-in-law of the employee.

ARTICLE 14 - MILITARY LEAVE

Military Leave of Absence shall be granted in accordance with provisions of the City of Monterey Park's Personnel System Rules and Regulations, Administrative Policy 30-14 and as defined under State and Federal law.

ARTICLE 15 - JURY DUTY

An employee of the City who is required to participate as a juror or required to participate in the jury selection process, shall, each fiscal year, continue to receive full salary and benefits for all shifts the employee is regularly scheduled to work which occur for the ten calendar days from and including the first day the employee is required to report for jury service and is engaged in such activities. Compensation shall extend beyond ten (10) days only upon provision to the City of a certified court document showing that trial counsel and/or the court estimated the trial for which an employee has been selected as a juror, to be of ten (10) or more days in duration.

ARTICLE ~~17~~ 16 - LEAVE OF ABSENCE WITHOUT PAY

Except as modified herein, Leave of Absence shall be governed by Personnel Rule XI. Attendance and Leaves, Sec. 4 Leave of Absence, of the Personnel System Rules and Regulations of the City of Monterey Park.

A. Leave of Absence Without Pay - The City Manager may grant a regular employee a leave of absence without pay for a period not to exceed ninety (90) calendar days. However, no such leave shall be granted unless the Police Chief recommends and the City Manager has approved said leave prior to its commencement date. Upon a showing of good and reasonable cause, the City Manager has authority to retroactively define an unauthorized non-paid leave of absence as being approved and sanctioned.

No such leave shall be effective except upon written request of the employee following exhaustion by the employee of all accrued paid leaves of absence (except sick leave - see below), including but not limited to vacation and holiday. If the non-paid leave of absence is solely attributable to a medical condition, which would allow the employee to utilize accumulated sick leave, then, said sick leave shall be exhausted prior to the granting of any leave without pay status. Additionally, any such employee on a non-paid leave of absence pursuant to FMLA/CFRA shall be required to use sick leave concurrently with said leave only if the leave is for the employee's own serious condition.

The City Council may authorize a regular employee to utilize leave of absence without pay for a period not to exceed the accumulated total of one hundred and eighty (180) calendar days during the entire term of the employee's service on behalf of the City. For example, if during an employee's length of service with the City, said employee has been granted an accumulated total of one hundred and eighty (180) calendar days of leave without pay, then said employee shall not be eligible for any additional leave without pay status for any duration of time.

The granting of a leave of absence without pay consistent with this policy shall be documented in writing by the City Manager and a copy of said documentation shall be filed with the Director of Human Resources/Risk Management.

In any instance where an employee is utilizing an approved leave of absence without pay for a period of time greater than fifty percent (50%) of a pay period, said employee shall accrue no leave benefits or seniority for the duration of time while in said status.

All requests for approval of leave without pay shall be initiated by the subject employee making said request on a City provided personnel action request form and said form shall become a permanent part of the employee's personnel file.

B. Maintenance of Insurance Benefits while on Leave of Absence Without Pay - It shall be the policy of the City that when an employee maintains employment status but is in a non-paid leave of absence, then the City shall make no premium or other contributions necessary to maintain in force and effect, any or all insurance coverage for which an employee would be otherwise eligible except as required by law. If such an employee desires to maintain during an authorized non-paid leave of absence, any or all insurance benefits otherwise available to an employee, then said employee shall be required to deposit any and all insurance premium payments with the City Director of Management Services on the date that the City is otherwise required to remit insurance premium payments to the carrier. Each employee shall be advised in writing of this City policy at the commencement of the authorized leave of absence without pay. There shall be no additional notices of said obligation provided to the employee.

ARTICLE 178 - FMLA/CFRA COMPLIANCE

It is the stated intent and policy of the City that should any provision within a Memorandum of Understanding, these rules and regulations, or any other policies or procedures adopted by the City or any of its subdivisions be in violation of the California Family Rights Act and/or the Federal Family and Medical Leave Act of 1993, then such provision is null and void.

ARTICLE 189 - INDUSTRIAL INJURY AND ILLNESS LEAVE

A. Except as modified herein, Industrial Injury and Illness Leave shall be governed by Personnel Rule XI, Section 4a, Industrial Injury and Illness Leave of the Personnel System Rules and Regulations of the City of Monterey Park and state law.

B. An employee who is absent due to an Industrial Injury for an extended period of time will be considered to be on a Monday through Friday 0800 hours – 1700 hours schedule. The employee shall not be required to be at any specific location during this time period, however, must be available by cell phone.

ARTICLE 1920 - MODIFIED DUTY

A. Subject to the exceptions described below, modified duty shall be made available only to those individuals suffering from an industrial injury. Non-industrial disabilities related to pregnancy, shall result in the subject employee being eligible for modified duty subject only to the criteria of Section B and Section C, subsections 1-6 as described below.

B. It is the policy of the City to return work related injured or ill employees to work as quickly as is medically feasible. Every effort will be made to make "modified work" available to industrially injured employees who are not medically ready to return to full duties, but are able to perform light or modified duties without the likelihood of aggravating the injury. "Modified work" is defined as the performance of limited job tasks, which do not encompass all of the essential duties for that particular job class. "Modified duty" shall only be made available until the employee's condition becomes "permanent and stationary" or reaches maximum medical improvement under the prevailing workers' compensation statute and in no case shall extend beyond the statutory benefit period afforded under Labor Code Section 4850 for safety personnel. "Modified duty" shall not be considered a reasonable accommodation since the essential duties for the job are not taken into consideration.

C. Modified duty may be allowed only if all of the following conditions are met:

1. The Police Chief determines that he/she has productive work available, which is within the work restrictions imposed by the qualified medical specialist. Any such decision by the Police Chief shall not be subject to administrative or court challenge;

2. The Risk Manager concurs that such work will not impose an unacceptable level of risk to the City or the employee; and

3. The City Manager concurs that the modified work assignment of the named employee is in the best interests of the City.

4. The determination of availability of a modified work assignment shall be made on a case-by-case basis and at the sole discretion of the City;

5. No modified duty assignment shall be made prior to conditions 1-3 being met;

6. There shall be no appeal of any decision, which results in no assignment of modified duty being made.

D. Non-Industrial Modified Duty

1. In addition to the above, non-industrial modified duty may be assigned when the following additional criteria are met (pregnancy disability not subject to the restrictions described below):

a. Employee meets all the criteria as stated in Section C of this article.

b. Employee receives a medical release from the designated City doctor that modified duties may be performed.

c. The prognosis is for the injury/illness to exceed 2 weeks (14 days).

d. The employee is released to work at least half a full shift (either 5/8 or 4/10 schedule)

e. The employee's schedule is to be determined at the sole discretion of the Chief of Police. The Chief's determination shall not be subject to any administrative or court challenge.

f. Modified duty is intended to be temporary and therefore modified duty for non-industrial injury/illness shall not exceed 30 calendar days in a rolling twelve-month period. With a physician's note that indicates medical improvement but continued work restrictions, the Police Chief may agree to extend the modified duty for an additional thirty (30) day period.

g. An individual on non-industrial modified duty may be assigned to any Division of the Police Department or any Department of the City.

h. No more than one individual may be assigned non-industrial modified duty at any one time unless it is determined at the sole discretion of the Chief of Police that sufficient work exists to accommodate more than one individual. The Chief's determination shall not be subject to any administrative or court challenge.

i. No individual may be assigned, or continue to be assigned, non-industrial modified duty if there is any officer assigned modified duty for an industrial injury unless it is determined at the sole discretion of the Chief of Police that sufficient work exists to accommodate more than one individual. The Chief's determination shall not be subject to any administrative or court challenge.

j. At all times, industrially injured individuals shall have precedence for modified duty assignments over non-industrial injured individuals.

ARTICLE 201 - UNIFORM ALLOWANCE

The uniform allowance shall be seven hundred and twenty-five dollars ($725.00) per year. The parties agree that this is special compensation and shall be reported as such to CalPERS for "classic members" to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(5).

In addition, the following shall apply:

1. Employees may choose to receive cash payment for the uniform allowance each fiscal year. Requests to receive the cash payment shall be submitted no later than the first paycheck of June for the following fiscal year cash option.

2. Employees who do not elect to receive a cash payment and who do not use the full $725 allowance with the retail outlet will receive any remaining balance as cash payment for uniform maintenance or other uniform related costs the second payroll in June.

ARTICLE 212 - MEDICAL INSURANCE

A. Medical Insurance (Active Employees)

Employees will receive insurance coverage through CalPERS under the California Public Employees' Medical and Hospital Care Act (PEMHCA). The City's contribution toward medical insurance under PEMHCA will be the minimum employer contribution (MEC) required by PEMHCA (in 2019 the MEC is $136/month).

B. Retiree Medical Insurance

1. Employees Hired On or After January 1, 2016

Employees who are hired into City service on or after January 1, 2016 and retire from the City, will be eligible for medical insurance provided by PEMHCA and the City will contribute the minimum employer contribution (MEC) as required under PEMHCA. For 2019, this amount is $136 per month. PEMHCA determines the amount annually and therefore, this is subject to change.

2. Retiree and Employees Hired Prior to January 1, 2016

Current retirees and employees who were hired on or before December 31, 2015 will be eligible for medical insurance provided by PEMHCA and when enrolled in PEMHCA, receive a City contribution equal to the MEC under PEMHCA. The City shall also make a monthly contribution to a retiree Health Reimbursement Account (HRA) for the difference between the MEC and the contribution amount set forth below (subject to the actual premium of the PEMHCA plan):

a. If the employee retired from City employment with less than 20 years of City service, and remains enrolled in PEMHCA in retirement he/she will receive up to $485/month (includes the MEC) toward the purchase of medical insurance under PEMHCA for retiree and all eligible dependents.

b. If the employee retired from City employment with 20 or more years of City service, and remains enrolled in PEMHCA in retirement he/she will receive up to $650/month toward the purchase of medical insurance under PEMHCA for retiree and all eligible dependents.

c. Medicare

Retirees must comply with the Medicare enrollment requirements set forth by PEMHCA and the City's health plan program.

If a retiree does not qualify for Medicare and has submitted the requisite proof to CalPERS, the retiree may remain on a CalPERS basic plan until the retiree later qualifies for Medicare Part A at no cost.

d. Actuarial Study

The City will authorize the payment for and preparation of an actuarial study of the projected cost of MPPCA's proposal during negotiations for the 2022-2023 MOU. The City commits to presenting the actuary's report to MPPCA and to further consider MPPCA's proposal during the negotiations for a successor MOU to the 2022-2023 MOU.

C. Dental Insurance

The City will contribute up to ninety-five ($95) per month. The employee will pay any and all premiums due in excess of the City's contribution under the City's Cafeteria Plan (Section 125).

D. Vision Insurance Plan

The City shall provide a vision insurance plan. The City will contribute up to twenty ($20) dollars per month for the employee and eligible dependents. Effective the pay period following June 30, 2017, the contribution toward vision will increase to thirty ($30) per month. The employee will pay any and all premiums due in excess of the City contribution under the City's Cafeteria Plan. The plan design shall be: Examination every 12 months; Frames and Lenses every 24 months. Deductible shall be $10.00/exam; $20.00/frame and lenses.

E. Section 125 Cafeteria Plan

1. The City agrees to maintain a premium conversion plan for all active unit members to provide for the pre-tax deduction of the employee's share of premiums toward medical coverage, and when applicable, the employee's share of premiums toward the dental plan as well as any premium payment for CalPERS Long Term Care which the employee may elect to participate in an pay through payroll deduction.

Effective January 1, 2020 the City's contribution to the Cafeteria plan for active employees will increase by seventy-five dollars ($75) per month for a total monthly contribution of one thousand three hundred seventy-five dollars ($1,375) per month. Effective the beginning of the pay period following January 1, 2021, the City's contribution to the

Cafeteria plan for active employees will increase by seventy-five dollars ($75) per month for a total monthly contribution of one thousand four hundred and fifty dollars ($1,450). Effective the beginning of the pay period following January 1, 2022, the City's contribution to the Cafeteria plan for active employees will increase by twenty-five dollars ($25) per month for a total monthly contribution of one thousand four hundred and seventy dollars ($1,475).

The City's contribution will include the PEMHCA MEC ($125 per month for 2016) toward the medical plan and the balance may be used for other eligible expenses. Eligible expenses include: (1) medical insurance premiums, (2) dental insurance premium, (3) vision insurance premium, and cash (as set forth below). Employees will be responsible for paying the amount of the total insurance premium that exceeds the City's contribution via the Cafeteria Plan (IRC Section 125 Plan).

3. For employees who elect to waive medical insurance from the City (opt out), the City will pay $300/month in cash to the employee. In order to receive the opt-out incentive, the employee must certify that he/she has medical insurance coverage in a plan that provides minimum essential coverage under the Affordable Care Act.

4. Specific details of this cafeteria plan will be contained in a plan document available for review by employees at the City's Human Resources Department.

F. AFFORDABLE CARE ACT REOPENER

The City may reopen negotiations at any time during the term of the MOU to meet and confer over impacts of the Affordable Care Act.

ARTICLE 223 - MEDICAL & DEPENDENT CARE FLEXIBLE SPENDING ARRANGEMENT

Effective January 1, 2018, the City will offer a voluntary medical and dependent care flexible spending account to employees. The City will pay the administrative fee for the plans and the employee will be responsible for individual account fees.

ARTICLE 234 – RETIREE HEALTHCARE TRUST

A. Effective following July 1, 2020, the city shall establish a Retiree Healthcare Trust (RHT) and full-time Unit member will be eligible to self fund contributions towards it.

ARTICLE 245 - LIFE INSURANCE PLANS

A. Life Insurance - The amount of life insurance provided to Police Captains shall be $100,000.

B. Supplemental Life Insurance may be purchased by each employee in $10,000 increments with a maximum face value of $300,000, or three times (3X) the individual's gross salary, whichever is less Any premium cost for supplemental insurance shall be borne by the employee.

ARTICLE 256 - EDUCATIONAL INCENTIVE PAY

The City agrees to maintain an Educational Incentive Pay Plan, which provides additional compensation as follows:

A. $275.00 additional compensation per month for an employee with a Bachelor's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.

B. $325.00 additional compensation per month for an employee with a Master's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.

C. The City agrees to pay $300.00 compensation per month for a Supervisorial POST Certificate or $375 compensation per month for a Management POST Certificate, for an employee who does not otherwise qualify for the educational incentive pay as provided for in this article. The above amounts shall not be cumulative and in no case shall the total additional monthly compensation under Article 25 exceed $550 per month as per Article 25D.

D. If an employee possesses any combination of both a Bachelor's/Masters Degree's and a Supervisorial/Management POST Certificate, they will be compensated a maximum of $550 a month. In no case shall the total additional monthly compensation under Article 25 exceed $550 per month.

The parties agree that this is special compensation and shall be reported as such to CalPERS to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(2) – Educational Incentive Pay.

ARTICLE 26~~7~~ - EDUCATIONAL ENROLLMENT COST REIMBURSEMENT

Educational costs shall be limited to two thousand dollars ($2,000) annually per unit member for eligible reimbursement expenses as defined within this Article.

The City agrees to reimburse employees for the cost of enrolling in college-level courses in an academic institution accredited by the Western Association of Schools and Colleges or an accrediting organization recognized by the Council of Post Secondary Education directly related to their employment, or compatible with a career goal with the City. Enrollment cost reimbursement is subject to approval by both the Chief of Police and the Director of Human Resources and Risk Management. In rendering a reimbursement determination, the Chief of Police and the Director of Human Resources and Risk Management shall consider whether or not the course(s) for which the reimbursement is sought is related to the employee's then existing principal duties and the availability of funds for reimbursement purposes.

No employee shall be entitled to reimbursement unless pre-course enrollment written authorization for reimbursement is received from the Chief of Police and the Director of Human Resources and Risk Management. The reimbursement eligibility determinations described herein are not subject to any administrative or judicial appeal procedure and the decision of the Chief of Police and the Director of Human Resources and Risk Management shall be final.

Enrollment cost reimbursement will be paid according to the following schedule:

1. If tuition or fees are equal to or less than current California State University at Los Angeles fees, the City will pay 100% of the tuition fees.

2. If tuition or fees exceed California State University at Los Angeles fees, the City will pay an amount equal to 100% of the California State University at Los Angeles fees.

An employee will be reimbursed up to twenty-five dollars ($25.00) for books each semester or equivalent if he/she is enrolled in six (6) or less units; an employee will be reimbursed up to fifty dollars ($50.00) for books each semester or equivalent, providing he/she is enrolled in seven (7) or more units. Reimbursement shall only be for books required for the course. All requests for reimbursement shall be accompanied by valid receipts.

ARTICLE 278 - SALARIES AND WAGES

~~A. Effective the beginning of the pay period following the Council's approval of this MOU, members of this unit will each receive a one-time cash payment of four-thousand two hundred dollars ($4,200).~~

~~Effective the beginning of the pay period following City Council approval of the MOU, the salary range for Police Captain will be increased by 1% and shall be retroactive to the first payroll cycle after December 29, 2018.~~

~~Effective the pay period following 30 days after the second reading of a City Council ordinance approving the revised CalPERS Contract for Cost Sharing and members pick up an additional 3% retirement contribution as cost sharing, the salary range for Police Captain will be increased by 3%.~~

~~Effective the beginning of the pay period following January 1, 2020, the salary range for Police Police Captain will be increased by 2.5%.~~

~~Effective the beginning of the pay period following January 1, 2021, the salary range for Police Police Captain will be increased by 2.7%.~~

~~Effective the beginning of the pay period following January 1, 2022, the salary range for Police Police Captain will be increased by 3.5%.~~

Beginning with the first day of the pay period in which the MPPOMMA membership ratifies the tentative agreement setting forth the changes in this MOU, but no more than two (2) pay periods preceding ratification of the MOU by the City Council, the salary ranges for all classifications in this bargaining unit shall be increased by 6.0%.

Essential Worker Premium Pay under ARPA: The City will make a one-time non-PERSable payment of $8,000 per employee who was employed in a sworn classification ~~in this bargaining unit~~with the City of Monterey Park prior to March 31, 2021 and is ~~still~~ employed in a classification in this bargaining unit at the time of distribution of the lump sum payment. The payment shall be distributed with the payroll for the pay period beginning after City Council ratification of this MOU.

~~B.~~A. Longevity Pay –The City will provide a monthly longevity payment of one-hundred dollars ($100) per month upon completion of twenty (20) years of continuous service. The longevity payment will increase to three-hundred fifty dollars ($350) per month upon completion of twenty-five (25) years of continuous service.

~~C.~~B. Salary Range Advancement

Advancement within the 5-step salary range shall be subject to the terms and conditions as set forth herein:

1. Except as modified herein, all other existing rules governing salaries step increases and performance ratings shall remain as provided for in Municipal Code Section 2.36.050 - Step Increase and 2.36.060 - Performance rating system for employees.

2. Municipal Code Section 2.36.050 (6), Step Increase, based upon prior practices, shall be interpreted as follows: Any employee receiving an unsatisfactory rating report under the performance rating system set forth in Section 2.36.060 shall be rated once each calendar month thereafter. The receipt by any employee of three consecutive unsatisfactory performance ratings shall be grounds for disciplinary action up to and including dismissal.

3. Advancement between steps may occur at intervals of no less than one year. No multiple step increases may be granted.

4. Performance evaluations and consideration of merit adjustments shall be due annually on the employee's anniversary of the probationary appointment to his/her position classification. Any employee on a leave of absence (paid or unpaid) for more than 30 days in a rating period shall have their annual review date adjusted accordingly. No step raises, or other performance-based compensation, shall be delayed by more than sixty (60) calendar days due to the City failing to evaluate the affected employee's performance in a timely manner. However, if an employee who is due a performance evaluation that includes a possible merit increase, does not receive their performance evaluation within sixty (60) calendar days after the date of their annual evaluation date, the merit increase shall process retroactive to the date of the employee's anniversary date for merit increase consideration. The employee is to notify their supervisor and Human Resources at the time the sixty (60) calendar days have been exceeded. A personnel action form will be completed and the merit increase shall be made retroactive to the employee' s anniversary date.

5. Recommendations for step increases or denial of step increases must be accompanied by a performance evaluation to substantiate performance. An Employee Appraisal and Development Report shall be completed and forwarded to the Human Resources Department prior to any department approved increase being processed for payment. In order for employees to receive increases in a timely manner, the Report should be received by the Human Resources Department by the beginning of the pay period in which the increase is due.

6. Nothing in this Article shall prevent the Chief of Police from exercising management rights to suspend, reduce, demote, layoff, or terminate for cause an employee in accordance with City Personnel Rule XIII - Changes in Employment Status, or Rule XIV - Separation from the Service, or Rule XV - Disciplinary Proceedings.

ARTICLE 289- RETIREMENT

A. Retirement Benefits - Retirement Benefits as provided in contract, dated November 1, 1952, with

the Public Employees' Retirement System and as follows:

1. Effective July 1, 1995, PERS "2% @ 50" formula Retirement Plan;
2. Effective June 24, 1989, "Single Highest Year" option;
3. Effective March 20, 1976, "Post Retirement Survivor" option;
4. Effective May 8, 1999, "1959 Survivor's Benefit" - Level 4;
5. Effective August 18, 2001, "3% @ 55" formula Retirement Plan;
6. Effective November 1, 2003, Military Service Credit as Public Service.

B. All employees who are classic members under the Public Employees' Retirement Law shall pay 9% of compensation earnable as the employee contribution to CalPERS.

C. Employees who are classic members have the retirement formula that existed with the City on December 31, 2012, 3%@55 with single highest year for final compensation (Tier 1).

D. Employees who are 'New Members' as defined by the California Public Employees' Pension Reform Act of 2013 (PEPRA) (e.g., an employee hired on or after 1/1/2013 who has never been a CalPERS member or member of a reciprocal system or who has had a break in CalPERS service of at least 6 months or more) will constitute a second tier and be subject to all the applicable PEPRA provisions, which include but are not limited to the following retirement benefits:

Tier 2: "New Members' will have the retirement formula 2.7%@57 and the three year average final compensation. New members contribute one-half of the total normal cost of their retirement benefits as determined by CalPERS. In 2016, that contribution is 12%.

E. Cost-Sharing
Classic Employees:

Employee Paid Retirement Contribution: Classic employees currently pay the nine percent (9%) member contribution. Effective the payroll period following the 2019 CalPERS contract amendment approval, Employees shall also pay an additional three percent (3%) retirement contribution as cost sharing pursuant to Government Code section 20516(a). In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction.

'New Member' Employees:

"New Member" employees pay their one-half the total normal cost as determined by CalPERS. As of July 1, 2019, that contribution is 12.25%. Effective the payroll period following the CalPERS contract amendment approval, "new members" will contribute .5% cost sharing pursuant to Government Code section 20516(a) in addition to their one-half of the total normal cost as determined by CalPERS. In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction.

For example, if the required PEPRA contribution is 12.25%, then "new members" will contribute 12.25% (1/2 the normal cost) and .5% as cost-sharing, for a total employee contribution of 12.75%.

The parties agree to cost-sharing of the employer retirement rate as noted above. The City will pursue a contract amendment with CalPERS for the cost-sharing portion of employee

contributions toward retirement. The parties agree to complete the contract amendment process. Cost sharing will begin as noted above.

If, at some future date, unit members no longer agree to cost sharing, the City will simultaneously reduce the salary range for all Unit members by 3% and reduce any impacted employees' base pay accordingly.

ARTICLE 3290 - MEDICAL EXAMINATION

A medical examination may be required by the City when job related and consistent with business necessity to ensure the employee is free from any physical, emotional, or mental condition that might adversely affect the exercise of powers of a peace officer as permitted by Government Code 1031(f). The exam will be administered by a medical doctor selected by the City. The City agrees to pay the full cost of the medical examination.

ARTICLE 301 - DEFERRED COMPENSATION PLAN

A deferred compensation plan will be available to all members of the Police Officers Association/Captains' Unit. Participation in this deferred compensation plan is at the option of the individual employee.

A. One-Time Deferred Compensation Special 457 Catch-up Provision:

(One-Time is defined by law as an election to "catch-up" underutilized deferrals to a 457 plan, once in a singular year or multiple years, not to exceed 3 years) Federal Law allows 457 participants a one-time catch-up provision to make deferrals to "catch-up" underutilized deferrals from prior years during any or all of the three calendar years ending before the tax year they reach the plans normal retirement age. Normal retirement age for "classic" safety members of PERS is fifty-five (55) years old and fifty-seven (57) years old for "new" members of PERS. All 457 plans of an employer must have the same normal retirement age (NRA). For purposes of the deferred compensation special 457 catch-up provision for the City of Monterey Park, the normal retirement age range shall be considered 51 thru 62 years old.

The intent of this section is to facilitate association members in the final three (3) years prior to their stated retirement date in converting the hourly rate of accrued compensable leave to monies into their contribution to one of the City's deferred compensation providers in accordance with IRS regulations/Federal Law. After an employee defers compensable accrued leave, balances of 120 hours must remain or be maintained in both their sick and vacation accrual banks. If an employee defers compensable leave from a bank that has a formula of payout at retirement (i.e. 50% sick leave at retirement) the deferral does not recalculate the remaining balance. All sick leave hours, per MOU provisions, will be on a fifty percent basis (i.e. a conversion of 100 hours will result in the salary equivalent to 50 hours being deposited into the employees deferred compensation account). In the final three (3) years prior to an employee's stated retirement date he/she may convert the hourly rate of accrued compensable leave to monies into be included in their contribution to one of the City's deferred compensation providers in accordance with IRS regulations and the schedule outlined below:

3-year Catch-up Plan:

1st year: no more than 30%~~20%~~ of compensable accrual time of Sick Leave, Vacation Leave and Holiday Leave as allowed by Federal Law.
2nd Year: If a second year is chosen, no more than 45%~~35%~~ of compensable leave may be deferred.
3rd Year: If a third year is chosen, no more than 60%~~50%~~ of compensable leave may be deferred.

The City is not a party to and accepts no responsibility for the employees obligations under federal law to comply with the IRS and legal requirements of such deferrals allowing 457 participants a one-time catch-up provision to make deferrals to "catch-up" underutilized deferrals from prior years during any or all of the three calendar years ending before the tax year they reach the plans normal retirement age.

ARTICLE 31~~2~~ - WRITTEN NOTICES TO RECOGNIZED EMPLOYEE ORGANIZATION

Reasonable written notice will be given to the Police Captains of any rule, ordinance, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council. In cases where the City determines that as a result of an emergency an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meetings with the Police Captains, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

The Police Captains shall be deemed to have met and conferred and agreed to any matter if within thirty days after mailing of the notice by the City regarding said matter, the employee organization fails to deliver to the City Manager a written request for a meeting.

ARTICLE 32~~3~~ - GENERAL PROVISIONS

A. This MOU shall not in any way interfere with the obligation of the parties hereto to comply with the State and Federal laws, or with any rule, regulation, or order issued by such government authority pertaining to matters covered herein. If any provision, or provisions, of this MOU shall be affected by State or Federal laws, or of any rule, regulation, or order issued by such governmental authority, or if any provision, or provisions, should be held invalid by a court of record, the remainder of the MOU shall not be otherwise affected thereby.

B. The parties agree to continue their long-standing policies in that there shall be no discrimination against any employee because of membership or non-membership in the Recognized Employee Organization or based on any protected class.

C. The parties agree that this MOU cannot be modified, changed, and/or canceled in any way except by mutual consent of said parties in writing, as set forth in this.

Nothing contained in the MOU shall act as a waiver of any rights an individual may have under the workers' compensation law.

ARTICLE 33~~4~~ - TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be in effect for an initial term commencing July 1, 2018 and ending June 30, 2022 and shall continue in effect from year to year thereafter unless or until terminated.

This MOU may be terminated as of the end of the initial term or any subsequent contract period by either party giving written notice to the other not less than ninety (90) calendar days prior to the termination date. If no notice is given in accordance with the terms of this Article, the MOU shall automatically renew for an additional year without any change whatsoever.

ARTICLE 345 - CITY COUNCIL APPROVAL

It is however, the mutual understanding of all parties hereto that this Memorandum of Understanding (MOU) is of no force or affect whatsoever unless or until ratified and approved by minute action duly adopted by the City Council of the City of Monterey Park. The "date of implementation" shall be the date this MOU is approved by the City Council.

IN WITNESS HEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 2nd __ day of December October 2019 _, 2022.

MONTEREY PARK POLICE CAPTAINS' UNIT

By: _____
Steven Coday, Captain
Monterey Park Police Department

CITY OF MONTEREY PARK

By: _____
Ron Bow
City Manager

MONTEREY PARK POLICE CAPTAINS UNIT

By: _____
Eric Kim, Captain
Monterey Park Police Department

CITY OF MONTEREY PARK

By: _____
Ron Bow, City Manager

By: _____
Inez Alvarez, Assistant City Manager

By: _____
Martha Garcia, Director of Finance

By: _____
Christine Tomikawa, Director of Human Resources and Risk Management

By: _____
Kelly Gordon, Captain
Monterey Park Police Department

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

APPROVED BY:

_____

Karl H. Berger, City Attorney

ADDENDUM A

City of Monterey Park
Police Captains' Unit

~~*1.0% Retro Effective December 29, 2018*~~

~~2018-19 SALARY TABLE~~

~~Job Classification~~	~~Range~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~
~~Police Captain~~	~~5~~	~~11,589~~	~~12,176~~	~~12,793~~	~~13,440~~	~~14,112~~

~~*2.5% Increase Effective January 1, 2020*~~

~~2019-2020 SALARY TABLE~~

~~Job Classification~~	~~Range~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~
~~Police Captain~~	~~5~~	~~11,878~~	~~12,480~~	~~13,112~~	~~13,776~~	~~14,465~~

~~*3.0% PERS Effective February 1, 2020*~~

~~2019-2020 SALARY TABLE~~

~~Job Classification~~	~~Range~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~
~~Police Captain~~	~~5~~	~~12,235~~	~~12,854~~	~~13,506~~	~~14,189~~	~~14,898~~

~~*2.7% Increase Effective January 1, 2021*~~

~~2020-2021 SALARY TABLE~~

~~Job Classification~~	~~Range~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~
~~Police Captain~~	~~5~~	~~12,565~~	~~13,201~~	~~13,871~~	~~14,572~~	~~15,301~~

3.5% Effective January 1, 2022

2021-2022 SALARY TABLE

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Police Captain	5	13,005	13,663	14,356	15,083	15,836

Effective beginning with the first day of the pay period in which MPPCA membership ratifies the tentative agreement setting forth the changes in the MOU, but no more than two (2) pay periods preceding ratification of this MOU by the City Council.

2022-2023 SALARY TABLE

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Police Captain	5	$13,785	$14,483	$15,217	$15,988	$16,786

ATTACHMENT 2
Monterey Park Police Captains Association Memorandum of Understanding – Clean Version

MEMORANDUM OF UNDERSTANDING

between

THE CITY OF MONTEREY PARK, CALIFORNIA

and

THE MONTEREY PARK POLICE CAPTAINS' ASSOCIATION

ONE-YEAR AGREEMENT: 07/01/2022 – 06/30/2023

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THE CITY OF MONTEREY PARK, CALIFORNIA
and
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MEMORANDUM OF UNDERSTANDING
between
THE CITY OF MONTEREY PARK
and
THE MONTEREY PARK POLICE CAPTAINS'
ONEYEAR -AGREEMENT 07/01/2022 - 06/30/2023

PREAMBLE

This Memorandum of Understanding (MOU) has been prepared in accordance with the California Government Code (Section 3500 et. seq.). The City of Monterey Park, California, hereinafter referred to as the "City," and the Monterey Park Police Captains' Association, hereinafter referred to as "MPPCA" have reached this Memorandum of Understanding pursuant to meeting and conferring in good faith. Unless specifically provided herein, changes in wages, hours and terms and conditions of employment shall be prospectively effective on and after City Council adoption of this MOU.

ARTICLE 1 - SCOPE OF MEMORANDUM OF UNDERSTANDING

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

ARTICLE 2 - RECOGNITION

A. The City acknowledges the MPPCA as the Recognized Employee Organization as the representative for Police Captains' in the Police Department of the City of Monterey Park, California, for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.

B. This MOU shall cover all employees working in the classification of Police Captain.

C. This MOU does not preclude employees in such employment classifications from representing themselves individually in their employment relations with the City.

ARTICLE 3 - CITY RESPONSIBILITIES AND RIGHTS

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

B. Notwithstanding the above, the City hereby agrees to Meet and Confer with the MPPCA on any changes regarding hours, work schedules, salaries, or working conditions. The City agrees to adhere to the job specifications established for each classification.

ARTICLE 4 - EMPLOYEE AND/OR EMPLOYEE REPRESENTATIVES

A. All Police Captains shall have the right to join the Police Captains' Association, or to refuse or refrain from joining said organization.

B. Police Captains may select up to two (2) representatives who may or may not be City employees to meet and confer with the City Representative Committee or other management officials on subjects within the scope of representation during regular duty or working hours, without loss of time, provided:

1. That no employee representative shall leave his/her duty or workstation or assignment without specific approval by the Police Chief.

2. That any such meeting is subject to scheduling by the Police Chief so as to avoid interference with or interruption of assigned work schedules or work performance.

C. The City will deduct dues and initiation fees from those employees who voluntarily sign and have submitted to the City the necessary authorization card.

D. Deductions as are authorized in writing by the employee shall be deducted from earned wages or salaries on each payday. The City shall forward all dues and/or initiation fees deducted from the employees for any month, the first of the succeeding month.

E. The MPPCA shall indemnify, defend and hold the City harmless against claims and any suit instituted by an employee against the City which shall arise out of any action which shall be taken by the City in accordance with sections regarding dues deduction.

F. The MPPCA representatives, while on City property, shall abide by the City's safety rules and regulations.

G. The Employee Representatives will include at least one employee member. Employee Representatives shall be provided reasonable release time, without loss of salary or benefits, for purposes of collective bargaining and/or processing of employee grievances. In addition, Association representatives may be granted reasonable release time to attend POA sponsored training programs, seminars, and conferences, subject to prior City approval.

ARTICLE 6 - CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

A. MPPCA – Police Captains hereby agree that during the term of this MOU, Police Captains shall not engage in, encourage, sanction, support, authorize or suggest any work stoppages, strikes, boycotts, slowdowns, mass resignation, mass absenteeism, or any other intentional interference of work of the City. However, information pickets, following an impasse in the Meet and Confer process, are excluded from this Article and are therefore allowed as long as the picketing is not violent, does not block ingress or egress and/or does not interfere with the public health, safety or order.

B. In the event any Police Captain participates in any of the prohibited activities stated above, the Chief shall notify such employee or employees, so engaged to cease and desist from such activities and shall instruct said person, or persons, to return to their normal work assignment and duties.

C. The employee, or employees, participating in the activities prohibited above shall be subject to disciplinary action by the City, including suspension or discharge in accordance with the City's Personnel Rules and Regulations.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a formal written or oral allegation by a Police Captain who has been adversely affected by an alleged violation of the specific provisions of this Memorandum of Understanding, the City's Personnel Rules, written Department Rules, Regulations, policies and procedures or an appeal of a disciplinary action decision by the City Manager.

2. A "disciplinary grievance" is a formal written objection or challenge to any disciplinary action as defined by the Personnel Rules and Regulations. A "disciplinary grievance" shall be filed after the written receipt of the City Manager's decision, and shall constitute the sole and exclusive process of appeal. Such appeals shall be processed at Level IV, Administrative Hearing.

3. A "grievant" is any unit member adversely affected by an alleged violation within the scope of the grievance procedure as defined above.

4. A "day" is any day in which the administrative offices of the City of Monterey Park are open for regularly scheduled business.

5. Disputes regarding jurisdiction (grievability of an issue) shall not be subject to resolution by the grievance procedure and instead, are subject to resolution by an arbitrator.

B. GENERAL PROVISIONS

1. If an employee is receiving direction from his/her supervisor but believes the direction forms the basis for a viable grievance, the employee must still comply with the direction. If that grievance is untimely sustained only then may the employee not comply with the directive.

2. Grievance documents shall not be placed in an employee's personnel file, unless they relate to discipline. If they relate to discipline, they will not be placed in an employee's personnel file until after the discipline appeal process (if applicable) is completed.

3. Time limits for appeal provided at any level of this procedure shall begin the first day following receipt of the written decision by the grievant. Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. The grievant and the City may extend any time deadline by mutual agreement. Failure by the City to meet established deadlines shall entitle but not obligate the grievant to appeal to the next step of the procedure.

4. Every effort will be made to schedule meetings for the processing of grievances during the regular work schedule of the participants. If any grievance meeting or hearing must be scheduled during duty hours, any employee required by either party to participate as a

witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

5. Any unit member may, at any time, present grievances to the City and have such grievances resolved without the intervention of the MPPCA, as long as the resolution is reached prior to the hearing and the resolution is not inconsistent with the terms of this MOU. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the MPPCA which may include the attorney of MPPCA.

6. This grievance procedure shall be the sole and exclusive procedure for processing objections or challenges to disciplinary actions as defined in the Personnel Rules and Regulations and shall satisfy all administrative appeal rights and protection.

7. There shall be no reprisals, interference, coercion or discrimination against any Department employee for processing a grievance at any level, or for assisting a grievant in the processing of a grievance.

C. PROCEDURE - Grievances will be processed in accordance with the following procedures:

1. Level I - Informal Resolution

a. Any Captain who believes he/she has a grievance which is within the scope of the grievance procedure of this MOU shall present the grievance orally to the Police Chief within fifteen (15) workdays after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The Police Chief shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal procedure that at least one personal conference be held between the aggrieved employee, their representative and the Police Chief.

2. Level II - Formal Written Grievance

a. If the grievance is not settled during the informal conference and the grievant wishes to continue the grievance process, the grievant shall present the grievance in writing on the appropriate form to the Police Chief within ten (10) days after the oral decision of the Police Chief.

The written information shall include: (a) a description of the specific grounds of the grievance; (b) a listing of the provisions of this agreement, personnel rules, regulations or procedures alleged to have been violated; and (c) a listing of specific actions requested of the City which will remedy the grievance.

b. The Police Chief or his designee shall communicate the decision, in writing, to the grievant within ten (10) days after receiving the grievance.

c. Within the above time limits the parties may request a personal conference.

3. Level III - Appeal to the City Manager

a. If the grievant is not satisfied with the decision at Level II the grievant may, within ten (10) days of the receipt of the decision at Level II, appeal the decision to the City Manager. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal.

b. The City Manager shall communicate the decision, in writing, to the grievant within ten (10) days. If the City Manager does not respond within the time limits provided, the grievant may appeal to the next level.

4. Level IV - Administrative Hearing

a. If the grievant is not satisfied with the decision at Level III and wishes to appeal the disciplinary decision of the City Manager, the grievant /employee may within ten (10) days of the receipt of the decision submit a request in writing for an administrative hearing of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, the grievant shall inform the City, in writing, of its request to have an administrative hearing. The grievant and the City shall attempt to agree upon a hearing officer.

If no agreement can be reached, they shall request that the City supply a list of seven (7) names of persons experienced in hearing grievances in cities from a panel mutually selected by the grievant and the City. Each party shall alternately strike a name until only one remains. The remaining panel member shall be the Hearing Officer. The order of the striking shall be determined by flipping a coin.

b. If either the City or the grievant so requests, the Hearing Officer shall be requested to hear the merits of any issues raised regarding grievability. No hearing on the merits of the grievance will be conducted until the issue of grievability has been decided. The same Hearing Officer shall decide the issue of grievability, and if grievable, then the merits of the dispute.

c. The Hearing Officer shall within thirty (30) days unless both parties agree otherwise, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the Hearing Officer shall determine the issues by referring to the written grievance and the answers thereto at each step.

d. The Hearing Officer shall hold a hearing on the issue submitted or as determined by the Hearing Officer if the parties have not mutually agreed upon the issue, and render a written decision. The conduct of the hearing proceedings shall be governed by California Code of Civil Procedure section 1280 et. seq. The Hearing Officer's decision shall be final and binding. The Hearing Officer's decision shall be the final administrative action not subject to further administrative review. The Hearing Officer’s decision is reviewable under California Code of Civil Procedure 1094.5.

e. The City and grievant agree that the jurisdiction and authority of the Hearing Officer so selected and the opinions the Hearing Officer expresses will be confined

exclusively to the interpretation of the express provision or provisions of this MOU at issue between the parties. The Hearing Officer shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this MOU or the written ordinances, resolutions, rules, regulations and procedures of the City or the Department, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of this MOU. The Hearing Officer shall be without powers or authority to make any decision that requires the City or management to do an act prohibited by law.

f. In the event that this grievance procedure is used to challenge disciplinary actions, the Hearing Officer shall prepare a written decision containing findings of fact, determination of issues, and statement of the precise disciplinary penalty, if any.

g. After a hearing and after both parties have had an opportunity to make written arguments, the Hearing Officer shall submit in writing to all parties his/her findings and award.

h. The fees and expenses of the Hearing Officer shall be shared equally by the City and the MPPCA. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire hearing. The cost of the services of such court reporter shall be shared equally by the parties.

i. By filing a grievance and processing it beyond Level III, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/administrative hearing procedure. The processing of a grievance beyond level III shall constitute an express election on the part of the grievant that the grievance/administrative hearing procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the filing of a writ of administrative mandamus to challenge a decision issued on a grievance.

j. With regard to discipline-related hearings governed by this Section (C)(4), where the discipline subject to appeal consists of a minimum of 8.1 hours and a maximum of 24 hours, the following limitation shall apply to the amount of time available to each party to the hearing for a presentation of any individual party's case. For purposes of time-limit computation only, the Association and any one (1) employee, as well as any other entity that may properly be appearing on behalf of or with an interest similar to the Association or employee, shall be jointly deemed to be the same one party for computing the time limitation on presentations. Accordingly, the time limitation shall not be multiplied by the number of individuals or entities appearing, on behalf of, or with an interest similar to, the individual employee who has been disciplined.

Each party to the Article 7 administrative appeal shall be limited to a maximum of twelve (12) hours of presentation time during conduct of an administrative appeal pursuant to MOU Article 7(C)(4) Level IV Administrative Hearing.

"Presentation Time" against which shall be charged the twelve (12) hour presentation time limitation, shall include oral opening statement and oral closing argument, direct/redirect examination of witnesses, rebuttal and sur-rebuttal witness testimony, demonstrations, and site inspections (excluding travel time to and from the site). Cross examination shall not be counted as part of the "Presentation Time."

The hearing officer shall record and maintain account of all such hours by means of a timekeeping device suitable to the task. Absent stipulation by the parties to extend the twelve (12) hour limitation, the hearing officer shall have no authority to extend said limitation.

ARTICLE 8 - ADMINISTRATIVE LEAVE

A. 7K Exemption: The City of Monterey Park has exercised its ability to declare the "7K" exemption under the Fair Labor Standards Act (FLSA) for sworn police personnel. The work period for such employees shall be twenty-eight (28) days in length commencing on Saturday, April 20, 1985 at 2:00 a.m.

B. Police Captains shall remain exempt from overtime.

C. Administrative leave shall be given to Police Captains designated by the Police Chief as qualified to receive administrative leave.

D. Administrative leave shall be granted by the Police Chief utilizing the following criteria:

1. The Captain(s) are required or expected to attend City Council, City Commissions, or other City related functions that occur after normal business hours.

2. The Captain(s) are required to be present or on call after normal business hours.

3. The Police Chief feels the employee consistently works hours beyond the normal business hours.

4. Annually on July 1st, the employee shall receive eighty (80) hours of administrative leave. Employees hired mid-year will receive a pro-rated amount of Administrative leave.

5. Unused Administrative Leave shall not be carried over into the next fiscal year.

E. The times during the fiscal year at which an employee may take his/her administrative leave shall be determined by the Police Chief with due regard for the wishes of the employee and the needs of the service. Eligibility for this leave shall not be predicated upon first having all vacation and sick leave exhausted. Administrative leave may be utilized at any time during the fiscal year.

ARTICLE 9 - VACATION

A. Policy: It is the intent and purpose of this vacation leave policy that all employees avail themselves of accrued vacation time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing

requirements of the Police Department may periodically impact the ability of an employee to utilize any/or all of his/her annual vacation accrual.

B. Vacation Accrual:

1. Accrual Rate: Employees shall accrue paid vacation time on the basis of years of paid service. The accrual rate shall be as follows:

* 0 - 6 years Eighty-eight (88) hours per year
* 7 + years Eight additional hours per year to a maximum of two-hundred sixty (260) hours per year.

2. Accrual Caps: Except as provided herein, no employee may accrue greater than five hundred (500) vacation hours.

Vacation hours accrued in excess of 500 hours shall be automatically cashed out as part of the regular payroll process. Said hours shall be cashed out during the pay period in which they are earned. However, in no case shall an employee be allowed to receive the automatic cash out of vacation should the vacation accrual reach five hundred (500) hours if the employee has not, within the fiscal year, taken advantage of the cash-out provisions of Article 11 of this MOU or has not taken 40 hours of vacation for the year. If an employee has not cashed out as provided in Article 11 or taken forty (40) of vacation, accrual of vacation will cease once the cap is met.

C. Use of Vacation Time: Probationary employees shall be authorized to utilize accrued vacation time prior to conclusion of the probationary test period.

Use of vacation time during the calendar year shall be approved by the Chief of Police or his/her designee, with due regard for the wishes of the employee.

ARTICLE 10 - HOLIDAY SCHEDULE

It is the intent and purpose of this holiday leave policy that all employees avail themselves of accrued holiday time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing requirements of the Police Department may periodically impact the ability of an employee to utilize any or all of his/her annual holiday accrual.

Holidays are observed as follows:

CITY HALL CLOSED

Regular:	New Year's Day	Veteran's Day
	Washington's Birthday	Thanksgiving Day
	Memorial Day	Day After Thanksgiving Day
	Independence Day	Christmas Eve Day
	Labor Day	Christmas Day
		New Year’s Eve Day

CITY HALL OPEN

Floating: Admission's Day Columbus Day

Effective January 1, 2020, all employees shall receive thirteen 10-hour (130 hours total) "holidays-in-lieu" of specific holidays off. Employees shall accrue 10.84 hours each calendar month of employment in lieu of the above-listed holidays. Except as provided herein, no employee may accrue greater than two-hundred sixty (260) holiday hours. Holidays have a value of ten (10) hours.

ARTICLE 11 - ACCRUAL CASH-OUT

Police Captains may elect to annually during any fiscal year, cash-out up to a total of one-hundred (100) hours of accumulated and earned vacation time or holiday time (or a combination thereof). Requests for cash-out are to be submitted in a manner prescribed by the City.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 12 - SICK LEAVE

A. Sick leave with pay shall be granted to every full time employee who has been continuously employed for a period of time in excess of 30 days. Such sick leave shall be granted by the City, at the rate of eight-hours (8.00) for each full calendar month (96 hours per year) of continuous employment with the City, including time served in probationary status.

B. Sick leave is paid leave from work that can be used for the following purposes:

(a) Diagnosis, care, or treatment of an existing health condition or, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling; or

(b) For an employee who is a victim of domestic violence, sexual assault, or stalking to: 1) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health and safety or welfare of the employee or his or her child; or 2) to obtain medical attention or psychological counseling; services from s shelter, program or crisis center; or participate in safety planning or other actions to increase safety.

For full-time employees, one-half of the employees' accrued and available annual sick leave is protected and may be used for any of the purposes stated above. However, the City permits that a total of eighty hours of sick time can be used for family sick leave purposes.

C. On July 1, 2012, any existing sick leave balance in the employee's MOU Section 12 account shall be placed in a separate leave bank and the amount of that bank shall not be increased nor added to. The hours in the bank shall be subject to the reimbursement provisions described below as being in MOU Section 12G. The employee shall be allowed to utilize this sick leave bank balance to fund future illnesses/sick leave. However, the employee shall not be required to utilize this sick leave account unless or until the employee elects to do so. For example if an employee had 1,000 hours of sick leave in this account and retired from service, the employee would be provided 50% cash out upon service retirement. Accordingly, the employee has the option of utilizing the following newly created 800 hour sick leave account before utilizing this frozen account.

Sick leave earned by Police Captains shall be deposited into a sick leave account which shall be capped at a maximum of 800 hours. Upon having 800 hours in the sick leave account there shall be no further accrual of sick leave unless or until use results in a balance of less than 800 hours.

D. Employees, who retire from the city with more than 10 total years of city service, beginning from the date of employment, shall be eligible to cash out sick leave in the sick leave account at the rate

of 18 hours, at regular rate of pay, for each one full year (12 months) of city service.

E. Upon death of an employee prior to retirement, the City will pay to the employee's designated beneficiary the employee's accumulated sick leave accrual in an amount consistent with the above retirement-related pay-out schedule.

F. Government Code Section 21163 provides in pertinent part that the retirement of a PERS member who has been granted or is entitled to leave, shall not become effective until the expiration of sick leave with compensation, unless the member applies for, or consents to, his or her retirement as of an earlier date, *or unless, with respect to sick leave, the provisions of a local ordinance or resolution or the rules or regulations of the employer provide to the contrary.* In this regard, it is acknowledged that with regard to non-industrial disability retirements, it is the rule and regulation of the City that no employee shall be entitled to use or receive cash distribution of sick leave on or after the effective date of said retirement and that any such retirement shall be effective regardless of the employee having sick leave remaining in the employee's account. Additionally, it is acknowledged that with regard to individuals suffering from an industrial disability and/or being granted an industrial disability retirement, that the following sick leave rules and regulations shall apply:

1. In any instance where the local safety member has exhausted eligibility for benefits pursuant to Labor Code Section 4850, but is not eligible for disability retirement at said time, yet remains incapacitated from performance of the essential duties of the employee's position, then the employee shall exhaust all accrued leave during the period of continued disability. In no case shall any such distribution during one pay period exceed the gross salary to which the employee would otherwise be entitled during said pay period.

2. However, if said employee is eligible for an industrial disability retirement prior to exhaustion of benefits under Labor Code Section 4850 or simultaneous with the same, and still has accrued but unused sick leave, then the retirement shall still become effective and the safety employee shall be provided a one-time cash distribution of the employee's sick leave balance as it existed on the effective date of the industrial disability retirement in accordance with any eligible sick leave cash-out schedule contained in this Article 12. Further, said employee shall then be paid the cash value of accumulated vacation and holiday. Said payment shall be paid in one lump sum with the employees' final paycheck.

G. Upon accumulation of 500 sick leave hours, an employee may elect to cash-out up to ninety-six (96) hours accumulated sick leave, as long as the employee's account contains at least 500 hours after the cash out. Any such cash-out shall be at 75% value (e.g., 96 hours cash-out = 72 hours pay). Requests for cash-out will be processed the first payroll date following December 1st of each year and shall be submitted in a manner prescribed by the City.

H. Starting in December of 2019 and the first payroll date following December 1st of each year, each member may elect to cash out sick time annually at 75% value (e.g., 96 hours cash-out = 72 hours pay) Upon accumulation of sick leave hours above the identified levels below, an employee may elect to cash-out accumulated sick leave hours, as long as the employee's account contains the indicated amount after the cash out. Requests for cash-out will be processed and shall be submitted in a manner prescribed by the City.

<u>2019-2020 Fiscal Year</u>
Cash Out Hours: 110 Minimum Sick Hours Maintained: 470

2020-2021 Fiscal Year
Cash Out Hours: 125 Minimum Sick Hours Maintained: 440

2021-2022 Fiscal Year
Cash Out Hours: 140 Minimum Sick Hours Maintained: 410

I. Members may elect to cash out less hours then the maximum allowed.
J. The number of minimum sick hours to be maintained can be the number of hours in either Bank #1, Bank #2 or a combination of the hours in both Bank #1 and Bank #2.
K. Members may elect which Sick Bank they wish to cash out hours from.
L. When a member calls in sick for duty, he/she will complete the city's employee absent form and may elect which bank (Bank 1 or Bank 2) he/she wishes to have his sick time come from. If no sick bank is elected his/her sick time will automatically come from Bank 2.

ARTICLE 13 - BEREAVEMENT LEAVE

Each regular employee may be granted bereavement leave at the discretion of the Chief of Police whenever death occurs to a member of the employee's immediate family. Bereavement leave may not exceed three shifts, however, if travel outside the State of California, or within the State of California but extending beyond a distance of 300 miles from Monterey Park is necessary, bereavement leave may be extended to a total of five shifts. Shifts of Bereavement Leave are to be charged to an account separate from the employee's sick leave account.

Immediate family, for the purpose of bereavement leave, shall include: spouse, registered domestic partner, father, father-in-law, mother, mother-in-law, child, son-in-law, daughter-in-law, stepchild, grandparents, grandchildren, brother(s) brother-in-law, sister(s) or sister-in-law of the employee.

ARTICLE 14 - MILITARY LEAVE

Military Leave of Absence shall be granted in accordance with provisions of the City of Monterey Park's Personnel System Rules and Regulations, Administrative Policy 30-14 and as defined under State and Federal law.

ARTICLE 15 - JURY DUTY

An employee of the City who is required to participate as a juror or required to participate in the jury selection process, shall, each fiscal year, continue to receive full salary and benefits for all shifts the employee is regularly scheduled to work which occur for the ten calendar days from and including the first day the employee is required to report for jury service and is engaged in such activities. Compensation shall extend beyond ten (10) days only upon provision to the City of a certified court document showing that trial counsel and/or the court estimated the trial for which an employee has been selected as a juror, to be of ten (10) or more days in duration.

ARTICLE 16 - LEAVE OF ABSENCE WITHOUT PAY

Except as modified herein, Leave of Absence shall be governed by Personnel Rule XI. Attendance and Leaves, Sec. 4 Leave of Absence, of the Personnel System Rules and Regulations of the City of Monterey Park.

A. Leave of Absence Without Pay - The City Manager may grant a regular employee a leave of absence without pay for a period not to exceed ninety (90) calendar days. However, no such leave shall be granted unless the Police Chief recommends and the City Manager has approved said leave prior to its commencement date. Upon a showing of good and reasonable cause, the City Manager has authority to retroactively define an unauthorized non-paid leave of absence as being approved and sanctioned.

No such leave shall be effective except upon written request of the employee following exhaustion by the employee of all accrued paid leaves of absence (except sick leave - see below), including but not limited to vacation and holiday. If the non-paid leave of absence is solely attributable to a medical condition, which would allow the employee to utilize accumulated sick leave, then, said sick leave shall be exhausted prior to the granting of any leave without pay status. Additionally, any such employee on a non-paid leave of absence pursuant to FMLA/CFRA shall be required to use sick leave concurrently with said leave only if the leave is for the employee's own serious condition.

The City Council may authorize a regular employee to utilize leave of absence without pay for a period not to exceed the accumulated total of one hundred and eighty (180) calendar days during the entire term of the employee's service on behalf of the City. For example, if during an employee's length of service with the City, said employee has been granted an accumulated total of one hundred and eighty (180) calendar days of leave without pay, then said employee shall not be eligible for any additional leave without pay status for any duration of time.

The granting of a leave of absence without pay consistent with this policy shall be documented in writing by the City Manager and a copy of said documentation shall be filed with the Director of Human Resources/Risk Management.

In any instance where an employee is utilizing an approved leave of absence without pay for a period of time greater than fifty percent (50%) of a pay period, said employee shall accrue no leave benefits or seniority for the duration of time while in said status.

All requests for approval of leave without pay shall be initiated by the subject employee making said request on a City provided personnel action request form and said form shall become a permanent part of the employee's personnel file.

B. Maintenance of Insurance Benefits while on Leave of Absence Without Pay - It shall be the policy of the City that when an employee maintains employment status but is in a non-paid leave of absence, then the City shall make no premium or other contributions necessary to maintain in force and effect, any or all insurance coverage for which an employee would be otherwise eligible except as required by law. If such an employee desires to maintain during an authorized non-paid leave of absence, any or all insurance benefits otherwise available to an employee, then said employee shall be required to deposit any and all insurance premium payments with the City Director of Management Services on the date that the City is otherwise required to remit insurance premium payments to the carrier. Each employee shall be advised in writing of this City policy at the commencement of the authorized leave of absence without pay. There shall be no additional notices of said obligation provided to the employee.

ARTICLE 17 - FMLA/CFRA COMPLIANCE

It is the stated intent and policy of the City that should any provision within a Memorandum of Understanding, these rules and regulations, or any other policies or procedures adopted by the City or any of its subdivisions be in violation of the California Family Rights Act and/or the Federal Family and Medical Leave Act of 1993, then such provision is null and void.

ARTICLE 18 - INDUSTRIAL INJURY AND ILLNESS LEAVE

A. Except as modified herein, Industrial Injury and Illness Leave shall be governed by Personnel Rule XI, Section 4a, Industrial Injury and Illness Leave of the Personnel System Rules and Regulations of the City of Monterey Park and state law.

B. An employee who is absent due to an Industrial Injury for an extended period of time will be considered to be on a Monday through Friday 0800 hours – 1700 hours schedule. The employee shall not be required to be at any specific location during this time period, however, must be available by cell phone.

ARTICLE 19 - MODIFIED DUTY

A. Subject to the exceptions described below, modified duty shall be made available only to those individuals suffering from an industrial injury. Non-industrial disabilities related to pregnancy, shall result in the subject employee being eligible for modified duty subject only to the criteria of Section B and Section C, subsections 1-6 as described below.

B. It is the policy of the City to return work related injured or ill employees to work as quickly as is medically feasible. Every effort will be made to make "modified work" available to industrially injured employees who are not medically ready to return to full duties, but are able to perform light or modified duties without the likelihood of aggravating the injury. "Modified work" is defined as the performance of limited job tasks, which do not encompass all of the essential duties for that particular job class. "Modified duty" shall only be made available until the employee's condition becomes "permanent and stationary" or reaches maximum medical improvement under the prevailing workers' compensation statute and in no case shall extend beyond the statutory benefit period afforded under Labor Code Section 4850 for safety personnel. "Modified duty" shall not be considered a reasonable accommodation since the essential duties for the job are not taken into consideration.

C. Modified duty may be allowed only if all of the following conditions are met:

1. The Police Chief determines that he/she has productive work available, which is within the work restrictions imposed by the qualified medical specialist. Any such decision by the Police Chief shall not be subject to administrative or court challenge;

2. The Risk Manager concurs that such work will not impose an unacceptable level of risk to the City or the employee; and

3. The City Manager concurs that the modified work assignment of the named employee is in the best interests of the City.

4. The determination of availability of a modified work assignment shall be made on a case-by-case basis and at the sole discretion of the City;

5. No modified duty assignment shall be made prior to conditions 1-3 being met;

6. There shall be no appeal of any decision, which results in no assignment of modified duty being made.

D. Non-Industrial Modified Duty

1. In addition to the above, non-industrial modified duty may be assigned when the following additional criteria are met (pregnancy disability not subject to the restrictions described below):

a. Employee meets all the criteria as stated in Section C of this article.

b. Employee receives a medical release from the designated City doctor that modified duties may be performed.

c. The prognosis is for the injury/illness to exceed 2 weeks (14 days).

d. The employee is released to work at least half a full shift (either 5/8 or 4/10 schedule)

e. The employee's schedule is to be determined at the sole discretion of the Chief of Police. The Chief's determination shall not be subject to any administrative or court challenge.

f. Modified duty is intended to be temporary and therefore modified duty for non-industrial injury/illness shall not exceed 30 calendar days in a rolling twelve-month period. With a physician's note that indicates medical improvement but continued work restrictions, the Police Chief may agree to extend the modified duty for an additional thirty (30) day period.

g. An individual on non-industrial modified duty may be assigned to any Division of the Police Department or any Department of the City.

h. No more than one individual may be assigned non-industrial modified duty at any one time unless it is determined at the sole discretion of the Chief of Police that sufficient work exists to accommodate more than one individual. The Chief's determination shall not be subject to any administrative or court challenge.

i. No individual may be assigned, or continue to be assigned, non-industrial modified duty if there is any officer assigned modified duty for an industrial injury unless it is determined at the sole discretion of the Chief of Police that sufficient work exists to accommodate more than one individual. The Chief's determination shall not be subject to any administrative or court challenge.

j. At all times, industrially injured individuals shall have precedence for modified duty assignments over non-industrial injured individuals.

ARTICLE 20 - UNIFORM ALLOWANCE

The uniform allowance shall be seven hundred and twenty-five dollars ($725.00) per year. The parties agree that this is special compensation and shall be reported as such to CalPERS for "classic members" to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(5).

In addition, the following shall apply:

1. Employees may choose to receive cash payment for the uniform allowance each fiscal year. Requests to receive the cash payment shall be submitted no later than the first paycheck of June for the following fiscal year cash option.

2. Employees who do not elect to receive a cash payment and who do not use the full $725 allowance with the retail outlet will receive any remaining balance as cash payment for uniform maintenance or other uniform related costs the second payroll in June.

ARTICLE 21 - MEDICAL INSURANCE

A. Medical Insurance (Active Employees)

Employees will receive insurance coverage through CalPERS under the California Public Employees' Medical and Hospital Care Act (PEMHCA). The City's contribution toward medical insurance under PEMHCA will be the minimum employer contribution (MEC) required by PEMHCA (in 2019 the MEC is $136/month).

B. Retiree Medical Insurance

1. Employees Hired On or After January 1, 2016

Employees who are hired into City service on or after January 1, 2016 and retire from the City, will be eligible for medical insurance provided by PEMHCA and the City will contribute the minimum employer contribution (MEC) as required under PEMHCA. For 2019, this amount is $136 per month. PEMHCA determines the amount annually and therefore, this is subject to change.

2. Retiree and Employees Hired Prior to January 1, 2016

Current retirees and employees who were hired on or before December 31, 2015 will be eligible for medical insurance provided by PEMHCA and when enrolled in PEMHCA, receive a City contribution equal to the MEC under PEMHCA. The City shall also make a monthly contribution to a retiree Health Reimbursement Account (HRA) for the difference between the MEC and the contribution amount set forth below (subject to the actual premium of the PEMHCA plan):

a. If the employee retired from City employment with less than 20 years of City service, and remains enrolled in PEMHCA in retirement he/she will receive up to $485/month (includes the MEC) toward the purchase of medical insurance under PEMHCA for retiree and all eligible dependents.

b. If the employee retired from City employment with 20 or more years of City service, and remains enrolled in PEMHCA in retirement he/she will receive up to $650/month toward the purchase of medical insurance under PEMHCA for retiree and all eligible dependents.

c. Medicare

Retirees must comply with the Medicare enrollment requirements set forth by PEMHCA and the City's health plan program.

If a retiree does not qualify for Medicare and has submitted the requisite proof to CalPERS, the retiree may remain on a CalPERS basic plan until the retiree later qualifies for Medicare Part A at no cost.

d. Actuarial Study

The City will authorize the payment for and preparation of an actuarial study of the projected cost of MPPCA's proposal during negotiations for the 2022-2023 MOU. The City commits to presenting the actuary's report to MPPCA and to further consider MPPCA's proposal during the negotiations for a successor MOU to the 2022-2023 MOU.

C. Dental Insurance

The City will contribute up to ninety-five ($95) per month. The employee will pay any and all premiums due in excess of the City's contribution under the City's Cafeteria Plan (Section 125).

D. Vision Insurance Plan

The City shall provide a vision insurance plan. The City will contribute up to twenty ($20) dollars per month for the employee and eligible dependents. Effective the pay period following June 30, 2017, the contribution toward vision will increase to thirty ($30) per month. The employee will pay any and all premiums due in excess of the City contribution under the City's Cafeteria Plan. The plan design shall be: Examination every 12 months; Frames and Lenses every 24 months. Deductible shall be $10.00/exam; $20.00/frame and lenses.

E. Section 125 Cafeteria Plan

1. The City agrees to maintain a premium conversion plan for all active unit members to provide for the pre-tax deduction of the employee's share of premiums toward medical coverage, and when applicable, the employee's share of premiums toward the dental plan as well as any premium payment for CalPERS Long Term Care which the employee may elect to participate in an pay through payroll deduction.

Effective January 1, 2020 the City's contribution to the Cafeteria plan for active employees will increase by seventy-five dollars ($75) per month for a total monthly contribution of one thousand three hundred seventy-five dollars ($1,375) per month. Effective the beginning of the pay period following January 1, 2021, the City's contribution to the

Cafeteria plan for active employees will increase by seventy-five dollars ($75) per month for a total monthly contribution of one thousand four hundred and fifty dollars ($1,450). Effective the beginning of the pay period following January 1, 2022, the City's contribution to the Cafeteria plan for active employees will increase by twenty-five dollars ($25) per month for a total monthly contribution of one thousand four hundred and seventy dollars ($1,475).

The City's contribution will include the PEMHCA MEC ($125 per month for 2016) toward the medical plan and the balance may be used for other eligible expenses. Eligible expenses include: (1) medical insurance premiums, (2) dental insurance premium, (3) vision insurance premium, and cash (as set forth below). Employees will be responsible for paying the amount of the total insurance premium that exceeds the City's contribution via the Cafeteria Plan (IRC Section 125 Plan).

3. For employees who elect to waive medical insurance from the City (opt out), the City will pay $300/month in cash to the employee. In order to receive the opt-out incentive, the employee must certify that he/she has medical insurance coverage in a plan that provides minimum essential coverage under the Affordable Care Act.

4. Specific details of this cafeteria plan will be contained in a plan document available for review by employees at the City's Human Resources Department.

F. AFFORDABLE CARE ACT REOPENER

The City may reopen negotiations at any time during the term of the MOU to meet and confer over impacts of the Affordable Care Act.

ARTICLE 22 - MEDICAL & DEPENDENT CARE FLEXIBLE SPENDING ARRANGEMENT

Effective January 1, 2018, the City will offer a voluntary medical and dependent care flexible spending account to employees. The City will pay the administrative fee for the plans and the employee will be responsible for individual account fees.

ARTICLE 23 – RETIREE HEALTHCARE TRUST

A. Effective following July 1, 2020, the city shall establish a Retiree Healthcare Trust (RHT) and full-time Unit member will be eligible to self fund contributions towards it.

ARTICLE 24 - LIFE INSURANCE PLANS

A. Life Insurance - The amount of life insurance provided to Police Captains shall be $100,000.

B. Supplemental Life Insurance may be purchased by each employee in $10,000 increments with a maximum face value of $300,000, or three times (3X) the individual's gross salary, whichever is less Any premium cost for supplemental insurance shall be borne by the employee.

ARTICLE 25- EDUCATIONAL INCENTIVE PAY

The City agrees to maintain an Educational Incentive Pay Plan, which provides additional compensation as follows:

A. $275.00 additional compensation per month for an employee with a Bachelor's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.

B. $325.00 additional compensation per month for an employee with a Master's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.

C. The City agrees to pay $300.00 compensation per month for a Supervisorial POST Certificate or $375 compensation per month for a Management POST Certificate, for an employee who does not otherwise qualify for the educational incentive pay as provided for in this article. The above amounts shall not be cumulative and in no case shall the total additional monthly compensation under Article 25 exceed $550 per month as per Article 25D.

D. If an employee possesses any combination of both a Bachelor's/Masters Degree's and a Supervisorial/Management POST Certificate, they will be compensated a maximum of $550 a month. In no case shall the total additional monthly compensation under Article 25 exceed $550 per month.

The parties agree that this is special compensation and shall be reported as such to CalPERS to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(2) – Educational Incentive Pay.

ARTICLE 26 - EDUCATIONAL ENROLLMENT COST REIMBURSEMENT

Educational costs shall be limited to two thousand dollars ($2,000) annually per unit member for eligible reimbursement expenses as defined within this Article.

The City agrees to reimburse employees for the cost of enrolling in college-level courses in an academic institution accredited by the Western Association of Schools and Colleges or an accrediting organization recognized by the Council of Post Secondary Education directly related to their employment, or compatible with a career goal with the City. Enrollment cost reimbursement is subject to approval by both the Chief of Police and the Director of Human Resources and Risk Management. In rendering a reimbursement determination, the Chief of Police and the Director of Human Resources and Risk Management shall consider whether or not the course(s) for which the reimbursement is sought is related to the employee's then existing principal duties and the availability of funds for reimbursement purposes.

No employee shall be entitled to reimbursement unless pre-course enrollment written authorization for reimbursement is received from the Chief of Police and the Director of Human Resources and Risk Management. The reimbursement eligibility determinations described herein are not subject to any administrative or judicial appeal procedure and the decision of the Chief of Police and the Director of Human Resources and Risk Management shall be final.

Enrollment cost reimbursement will be paid according to the following schedule:

1. If tuition or fees are equal to or less than current California State University at Los Angeles fees, the City will pay 100% of the tuition fees.

2. If tuition or fees exceed California State University at Los Angeles fees, the City will pay an amount equal to 100% of the California State University at Los Angeles fees.

An employee will be reimbursed up to twenty-five dollars ($25.00) for books each semester or equivalent if he/she is enrolled in six (6) or less units; an employee will be reimbursed up to fifty dollars ($50.00) for books each semester or equivalent, providing he/she is enrolled in seven (7) or more units. Reimbursement shall only be for books required for the course. All requests for reimbursement shall be accompanied by valid receipts.

ARTICLE 27 - SALARIES AND WAGES

A. Beginning with the first day of the pay period in which the MPPOMMA membership ratifies the tentative agreement setting forth the changes in this MOU, but no more than two (2) pay periods preceding ratification of the MOU by the City Council, the salary ranges for all classifications in this bargaining unit shall be increased by 6.0%.

Essential Worker Premium Pay under ARPA: The City will make a one-time non-PERSable payment of $8,000 per employee who was employed in a sworn classification by the City of Monterey Park prior to March 31, 2021 and is employed in a classification in this bargaining unit at the time of distribution of the lump sum payment. The payment shall be distributed with the payroll for the pay period beginning after City Council ratification of this MOU.

B. Longevity Pay –The City will provide a monthly longevity payment of one-hundred dollars ($100) per month upon completion of twenty (20) years of continuous service. The longevity payment will increase to three-hundred fifty dollars ($350) per month upon completion of twenty-five (25) years of continuous service.

C. Salary Range Advancement

Advancement within the 5-step salary range shall be subject to the terms and conditions as set forth herein:

1. Except as modified herein, all other existing rules governing salaries step increases and performance ratings shall remain as provided for in Municipal Code Section 2.36.050 - Step Increase and 2.36.060 - Performance rating system for employees.

2. Municipal Code Section 2.36.050 (6), Step Increase, based upon prior practices, shall be interpreted as follows: Any employee receiving an unsatisfactory rating report under the performance rating system set forth in Section 2.36.060 shall be rated once each calendar month thereafter. The receipt by any employee of three consecutive unsatisfactory performance ratings shall be grounds for disciplinary action up to and including dismissal.

3. Advancement between steps may occur at intervals of no less than one year. No multiple step increases may be granted.

4. Performance evaluations and consideration of merit adjustments shall be due annually on the employee's anniversary of the probationary appointment to his/her position classification. Any employee on a leave of absence (paid or unpaid) for more than 30 days in a rating period shall have their annual review date adjusted accordingly. No step raises, or other performance-based compensation, shall be delayed by more than sixty (60) calendar days due to the City failing to evaluate the affected employee's performance in a

timely manner. However, if an employee who is due a performance evaluation that includes a possible merit increase, does not receive their performance evaluation within sixty (60) calendar days after the date of their annual evaluation date, the merit increase shall process retroactive to the date of the employee's anniversary date for merit increase consideration. The employee is to notify their supervisor and Human Resources at the time the sixty (60) calendar days have been exceeded. A personnel action form will be completed and the merit increase shall be made retroactive to the employee' s anniversary date.

5. Recommendations for step increases or denial of step increases must be accompanied by a performance evaluation to substantiate performance. An Employee Appraisal and Development Report shall be completed and forwarded to the Human Resources Department prior to any department approved increase being processed for payment. In order for employees to receive increases in a timely manner, the Report should be received by the Human Resources Department by the beginning of the pay period in which the increase is due.

6. Nothing in this Article shall prevent the Chief of Police from exercising management rights to suspend, reduce, demote, layoff, or terminate for cause an employee in accordance with City Personnel Rule XIII - Changes in Employment Status, or Rule XIV - Separation from the Service, or Rule XV - Disciplinary Proceedings.

ARTICLE 28- RETIREMENT

A. Retirement Benefits - Retirement Benefits as provided in contract, dated November 1, 1952, with the Public Employees' Retirement System and as follows:

1. Effective July 1, 1995, PERS "2% @ 50" formula Retirement Plan;
2. Effective June 24, 1989, "Single Highest Year" option;
3. Effective March 20, 1976, "Post Retirement Survivor" option;
4. Effective May 8, 1999, "1959 Survivor's Benefit" - Level 4;
5. Effective August 18, 2001, “3% @ 55” formula Retirement Plan;
6. Effective November 1, 2003, Military Service Credit as Public Service.

B. All employees who are classic members under the Public Employees’ Retirement Law shall pay 9% of compensation earnable as the employee contribution to CalPERS.

C. Employees who are classic members have the retirement formula that existed with the City on December 31, 2012, 3%@55 with single highest year for final compensation (Tier 1).

D. Employees who are ‘New Members’ as defined by the California Public Employees’ Pension Reform Act of 2013 (PEPRA) (e.g., an employee hired on or after 1/1/2013 who has never been a CalPERS member or member of a reciprocal system or who has had a break in CalPERS service of at least 6 months or more) will constitute a second tier and be subject to all the applicable PEPRA provisions, which include but are not limited to the following retirement benefits:

Tier 2: “New Members’ will have the retirement formula 2.7%@57 and the three year average final compensation. New members contribute one-half of the total normal cost of their retirement

benefits as determined by CalPERS. In 2016, that contribution is 12%.

E. Cost-Sharing
Classic Employees:

Employee Paid Retirement Contribution: Classic employees currently pay the nine percent (9%) member contribution. Effective the payroll period following the 2019 CalPERS contract amendment approval, Employees shall also pay an additional three percent (3%) retirement contribution as cost sharing pursuant to Government Code section 20516(a). In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction.

'New Member' Employees:

"New Member" employees pay their one-half the total normal cost as determined by CalPERS. As of July 1, 2019, that contribution is 12.25%. Effective the payroll period following the CalPERS contract amendment approval, "new members" will contribute .5% cost sharing pursuant to Government Code section 20516(a) in addition to their one-half of the total normal cost as determined by CalPERS. In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction.

For example, if the required PEPRA contribution is 12.25%, then "new members" will contribute 12.25% (1/2 the normal cost) and .5% as cost-sharing, for a total employee contribution of 12.75%.

The parties agree to cost-sharing of the employer retirement rate as noted above. The City will pursue a contract amendment with CalPERS for the cost-sharing portion of employee contributions toward retirement. The parties agree to complete the contract amendment process. Cost sharing will begin as noted above.

If, at some future date, unit members no longer agree to cost sharing, the City will simultaneously reduce the salary range for all Unit members by 3% and reduce any impacted employees' base pay accordingly.

ARTICLE 29- MEDICAL EXAMINATION

A medical examination may be required by the City when job related and consistent with business necessity to ensure the employee is free from any physical, emotional, or mental condition that might adversely affect the exercise of powers of a peace officer as permitted by Government Code 1031(f). The exam will be administered by a medical doctor selected by the City. The City agrees to pay the full cost of the medical examination.

ARTICLE 30 - DEFERRED COMPENSATION PLAN

A deferred compensation plan will be available to all members of the Police Officers Association/Captains' Unit. Participation in this deferred compensation plan is at the option of the individual employee.

A. One-Time Deferred Compensation Special 457 Catch-up Provision:

(One-Time is defined by law as an election to "catch-up" underutilized deferrals to a 457 plan, once in a singular year or multiple years, not to exceed 3 years) Federal Law allows 457 participants a one-time catch-up provision to make deferrals to "catch-up" underutilized deferrals from prior years during any or all of the three calendar years ending before the tax year they reach the plans normal retirement age. Normal retirement age for "classic" safety members of PERS is fifty-five (55) years old and fifty-seven (57) years old for "new" members of PERS. All 457 plans of an employer must have the same normal retirement age (NRA). For purposes of the deferred compensation special 457 catch-up provision for the City of Monterey Park, the normal retirement age range shall be considered 51 thru 62 years old.

The intent of this section is to facilitate association members in the final three (3) years prior to their stated retirement date in converting the hourly rate of accrued compensable leave to monies into their contribution to one of the City's deferred compensation providers in accordance with IRS regulations/Federal Law. After an employee defers compensable accrued leave, balances of 120 hours must remain or be maintained in both their sick and vacation accrual banks. If an employee defers compensable leave from a bank that has a formula of payout at retirement (i.e. 50% sick leave at retirement) the deferral does not recalculate the remaining balance. All sick leave hours, per MOU provisions, will be on a fifty percent basis (i.e. a conversion of 100 hours will result in the salary equivalent to 50 hours being deposited into the employees deferred compensation account). In the final three (3) years prior to an employee's stated retirement date he/she may convert the hourly rate of accrued compensable leave to monies into be included in their contribution to one of the City's deferred compensation providers in accordance with IRS regulations and the schedule outlined below:

3-year Catch-up Plan:

1st year: no more than 30% of compensable accrual time of Sick Leave, Vacation Leave and Holiday Leave as allowed by Federal Law.
2nd Year: If a second year is chosen, no more than 45% of compensable leave may be deferred.
3rd Year: If a third year is chosen, no more than 60% of compensable leave may be deferred.

The City is not a party to and accepts no responsibility for the employees obligations under federal law to comply with the IRS and legal requirements of such deferrals allowing 457 participants a one-time catch-up provision to make deferrals to "catch-up" underutilized deferrals from prior years during any or all of the three calendar years ending before the tax year they reach the plans normal retirement age.

ARTICLE 31 - WRITTEN NOTICES TO RECOGNIZED EMPLOYEE ORGANIZATION

Reasonable written notice will be given to the Police Captains of any rule, ordinance, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council. In cases where the City determines that as a result of an emergency an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meetings with the Police Captains, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

The Police Captains shall be deemed to have met and conferred and agreed to any matter if within thirty

days after mailing of the notice by the City regarding said matter, the employee organization fails to deliver to the City Manager a written request for a meeting.

ARTICLE 32 - GENERAL PROVISIONS

A. This MOU shall not in any way interfere with the obligation of the parties hereto to comply with the State and Federal laws, or with any rule, regulation, or order issued by such government authority pertaining to matters covered herein. If any provision, or provisions, of this MOU shall be affected by State or Federal laws, or of any rule, regulation, or order issued by such governmental authority, or if any provision, or provisions, should be held invalid by a court of record, the remainder of the MOU shall not be otherwise affected thereby.

B. The parties agree to continue their long-standing policies in that there shall be no discrimination against any employee because of membership or non-membership in the Recognized Employee Organization or based on any protected class.

C. The parties agree that this MOU cannot be modified, changed, and/or canceled in any way except by mutual consent of said parties in writing, as set forth in this.

Nothing contained in the MOU shall act as a waiver of any rights an individual may have under the workers' compensation law.

ARTICLE 33 - TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be in effect for an initial term commencing July 1, 2018 and ending June 30, 2022 and shall continue in effect from year to year thereafter unless or until terminated.

This MOU may be terminated as of the end of the initial term or any subsequent contract period by either party giving written notice to the other not less than ninety (90) calendar days prior to the termination date. If no notice is given in accordance with the terms of this Article, the MOU shall automatically renew for an additional year without any change whatsoever.

ARTICLE 34 - CITY COUNCIL APPROVAL

It is however, the mutual understanding of all parties hereto that this Memorandum of Understanding (MOU) is of no force or affect whatsoever unless or until ratified and approved by minute action duly adopted by the City Council of the City of Monterey Park. The “date of implementation” shall be the date this MOU is approved by the City Council.

IN WITNESS HEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this __day of December _, 2022

MONTEREY PARK POLICE CAPTAINS UNIT	CITY OF MONTEREY PARK
By: _____	By: _____

Eric Kim, Captain
Monterey Park Police Department

Ron Bow, City Manager

By:
Inez Alvarez, Assistant City Manager

By:
Martha Garcia, Director of Finance

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

APPROVED BY:

Karl H. Berger, City Attorney

ADDENDUM A

City of Monterey Park
Police Captains' Unit

3.5% Effective January 1, 2022

2021-2022 SALARY TABLE

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Police Captain	5	13,005	13,663	14,356	15,083	15,836

Effective beginning with the first day of the pay period in which MPPCA membership ratifies the tentative agreement setting forth the changes in the MOU, but no more than two (2) pay periods preceding ratification of this MOU by the City Council.

2022-2023 SALARY TABLE

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Police Captain	5	$13,785	$14,483	$15,217	$15,988	$16,786

ATTACHMENT 3
Proposed MOU Resolution

RESOLUTION NO. ____

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

THE CITY COUNCIL RESOLVES AS FOLLOWS:

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

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

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

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

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

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

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

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

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

_____
Henry Lo, Mayor

ATTEST:

_____
Maychelle Yee, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

City Council Staff Report

DATE: December 7, 2022

AGENDA ITEM NO: Consent Calendar - 3E

TO: The Honorable Mayor and City Council

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

SUBJECT: Approving Side Letters between the City and the Monterey Mid-Management Association, Monterey Park Confidential Employees' Association and Service Employees International Union, Local 721, authorizing Essential Worker Premium Pay per the American Rescue Plan Act

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager authority to execute Side Letters between the City of Monterey Park and the Monterey Park Mid-Management Association ("MPMMA"), the Monterey Park Confidential Employees' Association ("MPCEA"), and the Service Employees International Union ("SEIU"), Local 721, in a form approved by the City Attorney;
2. Authorizing budget appropriation of approximately $690,000 from the American Rescue Plan Act ("ARPA") Funds for the 2022-2023 fiscal year; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Representatives for the City of Monterey Park ("City") and MPMMA, MPCEA, and SEIU met and conferred to negotiate the terms and conditions of a Side Letter regarding the Essential Worker Premium Pay per the ARPA guidelines. The parties reached an agreement on a Side Letter for a one-time lump sum payment.

BACKGROUND:

The Federal Government issued the City of Monterey Park $15M in American Rescue Plan Act funds along with guidelines for how the money could be appropriated. One option public agencies are eligible to use the ARPA funds toward is an Essential Worker Premium Pay.

The three association groups requested the City consider authorizing ARPA funds toward a one-time lump sum premium pay for continuing to perform essential duties for the City of Monterey Park community and public during the worldwide pandemic and Los Angeles County lock down health orders. City of Monterey Park employees, represented by the three associations, continued to provide services and found new ways to adjust to remote access to essential services for the public.

The Essential Worker Premium Pay will be a non-PERSable lump sum of $6,000 per employee covered by the respective MOU, who was employed by the City of Monterey Park before March

31, 2021 and is employed in a classification in the respective unit on the date of distribution. To be distributed with the first payroll distribution after Council adoption of this Side Letter.

FISCAL IMPACT:
An Authorized budget appropriation of approximately $690,000 from the American Rescue Plan Act (ARPA) Funds for the 2022-2023 fiscal year is required.

Respectfully submitted by:

Christine Tomikawa
Director of Human Resources and Risk Management

Review by:

Martha Garcia
Director of Management Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS:
1. Monterey Park Mid-Management Association – Side Letter
2. Monterey Park Confidential Employees' Association – Side Letter
3. Service Employees International Union, Local 721 – Side Letter

ATTACHMENT 1
Monterey Park Mid-Management Association – Side Letter

City of Monterey Park
and
Monterey Park Mid-Management Association
Side Letter Agreement

The City of Monterey Park and the Monterey Park Mid-Management Association ("the Parties") have agreed to modify their Memorandum of Understanding ("MOU") dated July 1, 2019 to June 30, 2023 by adding the following:

ARTICLE 26: SALARIES

B. (f) Essential Worker Premium Pay under ARPA: City will make a one-time non-PERSable payment of $6,000 per employee who was employed by the City of Monterey Park before March 31, 2021 and is employed in a classification in this bargaining unit at the time of distribution of the lump sum payment. The payment shall be distributed with the payroll for the pay period beginning after City Council ratification of this side letter.

Except for the terms specifically added, the remainder of the MOU between the Parties shall remain in full force and effect. This side letter shall not be effective unless and until it is ratified by the City Council of the City of Monterey Park.

In Witness Thereof, the parties have executed this Agreement this 7th day of December, 2022.

MONTEREY PARK MID-MANAGEMENT ASSOCIATION

By: Cesar Vega
Cesar Vega, Vice-President Monterey Park Mid-Management Association

CITY OF MONTEREY PARK

By: _____
Ron Bow, City Manager

By: _____
Inez Alvarez, Assistant City Manager

By: _____
Christine Tomikawa, Director of Human Resources & Risk Management

APPROVED BY:

_____
Karl H. Berger, City Attorney

ATTACHMENT 2
Monterey Park Confidential Employees' Association – Side Letter

City of Monterey Park
and
Monterey Park Confidential Employees' Association
Side Letter Agreement

The City of Monterey Park and the Monterey Park Confidential Employees' Association ("the Parties") have agreed to modify their Memorandum of Understanding ("MOU") dated July 1, 2019 to June 30, 2023 by adding the following:

ARTICLE 26: SALARIES

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

Except for the terms specifically added above, the remainder of the MOU between the Parties shall remain in full force and effect. This side letter shall not be effective unless and until it is ratified by the City Council of the City of Monterey Park.

In Witness Thereof, the parties have executed this Agreement this 7th day of December, 2022.

MONTEREY PARK CONFIDENTIAL EMPLOYEES' ASSOCIATION

By: _____
Cristina Garcia, President Monterey Park Confidential Employees' Association

By: _____
Donna Vera, Vice-President Monterey Park Confidential Employees' Association

CITY OF MONTEREY PARK

By: _____
Ron Bow, City Manager

By: _____
Inez Alvarez, Assistant City Manager

By: _____
Christine Tomikawa, Director of Human Resources & Risk Management

APPROVED BY:

_____
Karl H. Berger, City Attorney

ATTACHMENT 3
Service Employees International Union, Local 721 – Side Letter

City of Monterey Park
and
Service Employees International Union
Local 721
Side Letter Agreement

The City of Monterey Park and the Service Employees International Union, Local 721, ("the Parties") have agreed to modify their Memorandum of Understanding ("MOU") dated July 1, 2019 to June 30, 2023 by adding the following:

ARTICLE 20: SALARIES

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

Except for the terms specifically added above, the remainder of the MOU between the Parties shall remain in full force and effect. This side letter shall not be effective unless and until it is ratified by the City Council of the City of Monterey Park.

In Witness Thereof, the parties have executed this Agreement this 7th day of December, 2022.

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721

By: _____
Jesus Hernandez, Chapter President

By: _____
Lauren Frazier, Chapter Vice-President

CITY OF MONTEREY PARK

By: _____
Ron Bow, City Manager

By: _____
Inez Alvarez, Assistant City Manager

By: _____
Christine Tomikawa, Director of Human Resources & Risk Management

APPROVED BY:

_____
Karl H. Berger, City Attorney

City Council Staff Report

DATE: December 7, 2022

AGENDA ITEM NO: Consent Calendar - 3F

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: Emerson Avenue Sewer System CIPP Lining and Point Repair Improvements – Award of Contract

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with Sancon Technologies, Inc., in the amount of $155,229 for the Emerson Avenue Sewer System CIPP Lining & Point Repair Improvements, Specification No. 2022-007.
2. Authorizing the Director of Public Works to approve change orders and contingency up to $23,284 (15%) of the contract amount.
3. Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use.

EXECUTIVE SUMMARY:

Per Resolution 2022-R32, the Public Works Director solicited bids for Capital Improvement Project No. 99010. The bid opening was held on November 15, 2022. Staff completed review of bids and recommends that the contract be awarded to Sancon Technologies, Inc., the lowest responsible bidder, in the amount of $155,229.

BACKGROUND:

Following the Wastewater Collection System Master Plan's recommendations and identified by the City's recent closed circuit television videotaping of the sewer system, the scope of the project consists of rehabilitation of approximately 2,352 linear feet of 8-inch sanitary sewer main using Cured-In-Place Pipe (CIPP) lining method and it also includes spot repairs for approximately 85 linear feet of damaged sanitary sewer pipe.

The project involves the sewer improvements for the following segments along Emerson Avenue:

STREET	SEGMENT
Emerson Ave.	New Ave. to Elizabeth Ave., Orange Ave. to Alhambra Ave., & Nicholson Ave. to Lincoln Ave.

Staff opened bids on November 15, 2022, for the Emerson Avenue Sewer System CIPP Lining & Point Repair Improvements, Specification No. 2022-007, and completed the review of all bids submitted. The bids are listed in the table below:

RANK	BIDDER	BASE BID AMOUNT
1	Sancon Technologies, Inc.	$155,229.00
2	Southwest Pipeline & Trenchless Corp	$155,386.00
3	Insituform Technologies	$164,864.60
4	Nor Cal Pipeline Services	$204,292.25

The bid submitted by Sancon Technologies, Inc. from Huntington Beach, California is the lowest responsive bid. Sancon Technologies, Inc. contractor's license was verified with the California State Contractor's License Board to be current, active, and in good standing. Registration with the California Department of Industrial Relations (DIR) was verified. Staff also contacted contractor's references and received positive feedback.

FISCAL IMPACT:

The project is funded by Sewer Funds (411), CIP 99010 with the available budget of $245,000. There will be sufficient funds for the project specified in the table below.

CIP 99010 – EMERSON AVE SEWER SYSTEM CIPP LINING & POINT REPAIR IMPROVEMENTS	
Base Bid	$155,229
Contingency (15%)	$23,284
Project/Construction Management/Inspection (10%)	$24,500
Total Estimated Project Cost	$203,013
Project Budget	$245,000

Respectfully submitted by:

Shawn Igoe
Director of Public Works

Prepared by:

Ulises Benavente
Civil Engineering Assistant

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

Reviewed by:

Martha Garcia,
Director of Finance

ATTACHMENT:

1. Sancon Technologies, Inc. Bid Proposal

ATTACHMENT 1
Sancon Technologies, Inc. Bid Proposal

SECTION C. BIDDERS PROPOSAL

(Entire section C shall be submitted with the bid)

BIDDER'S NAME: SANCON TECHNOLOGIES, INC

In accordance with the City's Notice Inviting Sealed Bids, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of Monterey Park of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts of bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within **ten working days** after the date of the City's notice of award of contract to the BIDDER, the proceeds of the guarantee accompanying this bid shall become the property of the City and this bid and the acceptance hereof may, at the City's option, be considered null and void.

BID SCHEDULE

To the Monterey Park's City Council, herein called the "Council".

Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the work, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedule:

BID SCHEDULE
EMERSON AVENUE SEWER SYSTEM CIPP LINING AND POINT REPAIR IMPROVEMENTS

NO.	ITEM DESCRIPTION	QTY.	Unit	Unit Price	Extended Price
1	Mobilization	1	LS	$	$
2	Traffic Control	1	LS	$	$
3	Install 8" Cured In Place Pipe (CIPP)	2,352	LF	$	$
4	Brushing and Removal at Existing Lateral	27	EA	$	$
5	Jet Cleaning Entire Reach	2,352	LF	$	$
6	Remove and Replace Existing VCP (Point Repair)	85	LF	$	$
7	Sewer Bypass Pumping	1	LS	$	$
8	Place 4" of Asphalt Concrete Pavement	510	SF	$	$
TOTAL BASE BID AMOUNT:					$

FOR REFERENCE ONLY. ADD UNIT PRICES ON QUESTBID WORKSHEET PAGE

TOTAL BASE BID AMOUNT IN WORDS ONE HUNDRED FIFTY FIVE THOUSAND TWO HUNDRED TWENTY-NINE

DOLLARS

TOTAL BASE BID AMOUNT IN NUMBERS $ 155,229.00

SAFEGUARD TECHNOLOGIES, INC
Bidder (Company Name)

Authorized Signature

VICE PRESIDENT
Title

The award of Contract shall be based on the TOTAL BASE BID AMOUNT.

- The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.
- All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.
- The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.
- A bid is required for the entire work. The quantities set forth in the Bid Schedule will be used to calculate total bid amount. The final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.
- In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from suppliers and vendors as follows:

Subcontractor Information	Work to be Performed	Dollar Amount
Name: TORRES SANITATION SYSTEM CONST. Address: 9617 OTIS ST. SOUTH GATE CA 90280 Tel: (323) 518-4012	POINT REPAIRS AND ASPHALT PAVING	$ 61,850.25
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Total Subcontract Amount (shall not exceed 49% of Total Bid Amount)		$_____

REFERENCES

References shall be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included. References shall be either minimum from 3 Public Agencies; or minimum from 2 Public Agencies plus 2 Private Entities for which BIDDER has performed similar work within the past three years.

Reference 1		
Agency Name: SOUTH COAST WATER DISTRICT Contact Name and Title: JIMMY GOMEZ, LEAD OPERATOR	Project Name and Brief Description: CIPP 6,000' OF 6IN AND 8IN	
Tel: (949) 495-4555 E-mail: JGOMEZ@SCWD.ORG	Contract Value: $185,461.75	Year Completed: 2022

Reference 2		
Agency Name: COSTA MESA SANITARY DISTRICT Contact Name and Title: MICHAEL BINESH, ENGINEER	Project Name and Brief Description: CLEAN DUCTILE IRON PIPE AND CIPP LINE 1,900' OF 8", 10", AND 12"	
Tel: (949) 548-1192 E-mail: MLBENESH@ROBHAMES.COM	Contract Value: $263,647.05	Year Completed: 2022

Reference 3		
Agency Name: LONG BEACH WATER DEPARTMENT Contact Name and Title: PHARAOH AUGUSTINE, CAP PROJECT COORDINATOR	Project Name and Brief Description: CIPP 9577' OF 8IN AND 301' OF 10IN	
Tel: (562) 480-5265 E-mail: PHARAOH.AUGUSTINE@LBWATER.ORG	Contract Value: $508,103.99	Year Completed: 2021

Reference 4		
Agency Name: _____ Contact Name and Title: _____	Project Name and Brief Description: MORE CAN BE PROVIDED UPON REQUEST	
Tel: _____ E-mail: _____	Contract Value: $_____	Year Completed: _____

SITE INSPECTION

The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project without question.

Name of Person who inspected the site: JOHN HERNANDEZ

Date of Inspection: 11/09/2022

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. N/A Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, Site, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

INSURANCE REQUIREMENTS

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

Type of Insurance	Limits
Commercial general liability:	$2,000,000
Business automobile liability	$1,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance shall meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above shall be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies shall be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such endorsement shall be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance shall be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

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

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

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

Bidder's Name: SANKEN TECHNOLOGIES, INC

Authorized Signature:

Name and Title: RYAN HELMOTH, VICE PRESIDENT

Date: 11/10/2022

PUBLIC CONTRACT CODE SECTION 7106

Noncollusion Declaration by Bidder

The undersigned declares:

I am the VICE PRESIDENT of SANCON TECHNOLOGIES, INC, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder's Name: SANCON TECHNOLOGIES, INC

Authorized Signature:

Name and Title: RYAN HELMUTH, VICE PRESIDENT

Date: 11/10/2022

PUBLIC CONTRACT CODE SECTION 10162

In conformance with the above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder

has never been X **has been**_____ (**indicate YES or NO** after applicable answer)

disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so to explain the circumstances.

If the answer is **has been** **YES** explain the circumstances below:

N/A

Bidder's Name: SANCON TECHNOLOGIES, INC

Authorized Signature:

Name and Title: RYAN HELMUTH, VICE PRESIDENT

Date: 11/10/2022

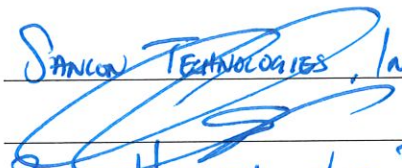
PUBLIC CONTRACT CODE SECTION 10232

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court

has not been X **has been**_____ (**indicate YES or NO** after applicable answer)

issued against the bidder within the immediately preceding two-year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board. For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.

Bidder's Name: SANCON TECHNOLOGIES, INC

Authorized Signature: 

Name and Title: RYAN HELMUTH, VICE PRESIDENT

Date: 4/10/2022

PUBLIC CONTRACT CODE SECTION 10285.1

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof

has never been X **has been** _____ (**indicate YES or NO** after applicable answer)

convicted within the preceding three years by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University.

Bidder's Name: SANCON TECHNOLOGIES INC

Authorized Signature: [signature]

Name and Title: RYAN HELMUTH, VICE PRESIDENT

Date: 11/10/2022

BIDDER INFORMATION

Bidder's Name: SANCON TECHNOLOGIES, INC

Address: 5841 ENGINEER DRIVE HUNTINGTON BEACH CA 92649

Form of Legal Entity: S CORPORATION

If a Corporation, State of Incorporation: CALIFORNIA

State Contractor's Class and License No.: 774055 A, B, C10, C31

Contact Person Information:

Name: RYAN HELMUTH Title: VICE PRESIDENT

E-mail: RYAN@SANCON.COM Tel: (714) 891-2323

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

CHUCK PARSONS, PRESIDENT - (714) 891-2323 5841 ENGINEER DR. HUNTINGTON BEACH CA 92649

RYAN HELMUTH, VICE PRESIDENT - SAME AS ABOVE

GARY DREW, SECRETARY - SAME AS ABOVE

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

N/A

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

N/A

Previous contract performance history:

Was any contract terminated previously: NO

If the answer to the above is "yes", provide the following information:

Contract/project name and number: N/A

Date of termination: N/A

Reason for termination: N/A

Owner's name: N/A

Owner contact person and tel. no.: N/A

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 14TH day of NOVEMBER, 2022.

BIDDER SPANCAN TECHNOLOGIES, INC

5841 ENGINEER DRIVE

HUNTINGTON BEACH CA 92649

Subscribed and sworn to this _____ day of _____, 20__.

SEE ATTACHED

NOTARY PUBLIC _____

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of ORANGE

On 11/14/22 (Date) before me, C WALLANDER (Here Insert Name and Title of the Officer),

personally appeared RYAN HELMUTH (Name(s) of Signer(s)),

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

C. WALLANDER
Notary Public - California
Orange County
Commission # 2285664
My Comm. Expires Apr 18, 2023

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

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:

©2019 National Notary Association

PROPOSAL GUARANTEE

BID BOND

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that Sancon Technologies, Inc., as BIDDER, AND Old Republic Surety Company, as SURETY, are held and firmly bound unto the City of Monterey Park, in the penal sum of ten percent of the amount bid ($ 10%) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **EMERSON AVENUE SEWER SYSTEM CIPP LINING AND POINT REPAIR IMPROVEMENTS, SPECIFICATION NO.2022-007** ("Public Project"), for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to the City of Monterey Park for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City of Monterey Park.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 7th day of November, 2022.

SIGNED AND SEALED this 7th day of November, 2022.

Sancon Technologies, Inc.

By: Ryan Helmuth, V.P.

PRINCIPAL

Old Republic Surety Company

By: Scott Salandi, Attorney-in-fact

SURETY

PRINCIPAL's MAILING ADDRESS:

5841 Engineer Dr.

Huntington Beach, CA 92649

SURETY's MAILING ADDRESS:

14728 Pipeline Ave.

Suite E

Chino Hills, CA 91709

NOTE: All signatures shall be acknowledged by a notary public.

ACKNOWLEDGMENT

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

State of California
County of Orange)

On November 7, 2022 before me, Lauren Emily Bierman, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

LAUREN EMILY BIERMAN
COMM. # 2271982
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. JAN 15, 2023

RRS2 RRS2

Signature Lauren Emily Bierman (Seal)

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Scott Salandi, David Jacobson of Irvine, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 16th day of March, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 16th day of March, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74 0043

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 7th day of November, 2022

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

Patriot Risk & Ins Services LLC

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of ORANGE

On 11/14/22 (Date) before me, C WALLANDER (Here Insert Name and Title of the Officer),

personally appeared RYAN HELMUTH (Name(s) of Signer(s)),

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

C. WALLANDER
Notary Public - California
Orange County
Commission # 2285664
My Comm. Expires Apr 18, 2023

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

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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PROPOSAL GUARANTEE

CERTIFIED CHECK or CASHIER'S CHECK

As an Alternative to Bid Bond, Bidder can provide Certified Check or Cashier's Check as follows

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Monterey Park, in the amount of _____ **($ _____)** dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **EMERSON AVENUE SEWER SYSTEM CIPP LINING AND POINT REPAIR IMPROVEMENTS, SPECIFICATION NO. 2022-007** ("Public Project").

The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Monterey Park within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

N/A

Bidder's Name: _____

Authorized Signature: _____

Name and Title: _____

Date: _____

--END OF SECTION--

Contractor Information

Legal Entity Name
SANCON TECHNOLOGIES, INC
Legal Entity Type
Corporation
Status
Active
Registration Number
1000008879
Registration effective date
7/1/2020
Registration expiration date
6/30/2023
Mailing Address
5841 ENGINEER DRIVE HUNTINGTON BEACH 92649 CA United States of America
Physical Address
5841 ENGINEER DRIVE HUNTINGTON BEACH 92649 CA United States of America
Email Address
Trade Name/DBA
License Number(s)
CSLB:774055
CSLB:774055

Registration History

Effective Date	Expiration Date
6/14/2018	6/30/2019
6/12/2017	6/30/2018
6/9/2016	6/30/2017
7/2/2015	6/30/2016
2/9/2015	6/30/2015
7/1/2019	6/30/2020
7/1/2020	6/30/2023

Legal Entity Information

Corporation Number:	C2048460
Federal Employment Identification Number:	
President Name:	CHUCK PARSONS
Vice President Name:	GARY DREW
Treasurer Name:	
Secretary Name:	
CEO Name:	
Agent of Service Name:	Kelly Williams
Agent of Service Mailing Address:	5841 ENGINEER DRIVE HUNTINGTON BEACH 92649 CA United States of America

Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Please provide your current workers compensation insurance information below:

PEO Information	PEO Name	PEO Phone	PEO Email

Insured by Carrier

Policy Holder Name:	SANCON TECHNOLOGIES, INC.
Insurance Carrier:	Midwest Employers Casualty Company
Policy Number:	BNUWC0152392
Inception date:	10/1/2021
Expiration Date:	10/1/2022

City Council Staff Report

DATE: December 7, 2022

AGENDA ITEM NO: Consent Calendar - 3G

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: Active Transportation Program (ATP) Cycle 4 Citywide Pedestrian Safety Improvements – Award of Public Works Contract to California Professional Engineering, Inc.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with California Professional Engineering, Inc., in the amount of $1,360,870 for the ATP Cycle 4 Citywide Pedestrian Safety Improvements Project, Specification No. 2021-004;
2. Authorizing a Task Order to Transtech Engineers, in an amount not to exceed $204,700, for Preparation of Bid Documents, Grant and Construction Management/Inspection for the ATP Cycle 4 Citywide Pedestrian Safety Improvements Project;
3. Authorizing the Director of Public Works to approve change orders and contingency up to $136,087(10%) of the contract amount, for a total project cost of $1,701,657;
4. Authorizing the Finance Department to appropriate $223,832 from Measure R funds for this project; and
5. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

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

EXECUTIVE SUMMARY

Per Resolution No. 2022-R32, the Public Works Director solicited bids for the ATP Cycle 4 Citywide Pedestrian Safety Improvements Project. The deadline for the submittal of bids was November 16, 2022. Three bids were received. Staff completed the review of the bids and recommends that the contract be awarded to California Professional Engineering, Inc. in the amount of $1,360,870. A 10% contingency of $136,087 is

requested for a total project cost of $1,701,657. The City received $1,367,000 from the ATP Cycle 4 grant for this project.

BACKGROUND

The City was awarded $1,367,000 from the California Department of Transportation Active Transportation Program (ATP) Cycle 4 for the Monterey Park School and Crosswalk Safety Enhancement Project. The proposed project involves pedestrian safety improvements around school sites at various locations Citywide. The proposed improvements include installation of crosswalk, pedestrian crossing signage, rapid flashing beacon signs, construction of ADA curb ramps, sidewalk, curb and gutter, overhead pedestrian flashing beacon system, installation of red curb, pavement markers, signage and striping. The project is located on various residential streets within school zones, see Attachment 3 - Project Location Map and Improvement Exhibits.

Staff opened bids on Wednesday, November 16, 2022, at 10:00 AM, and has completed the review of all bids submitted. The bids are listed in the table below:

RANK	BIDDER	BASE BID AMOUNT
1	California Professional Engineering, Inc	$1,360,870
2	Hardy & Harper	$1,410,000
3	Comet Electric	$1,780,377

The bid submitted by California Professional Engineering, Inc. is the lowest responsive bid from a responsible bidder. There was a clerical error on page C.5, Bidder's Proposal which stated the wrong dollar amount for one of the subcontractor's, EBS General. California Professional Engineering, Inc. will be performing all traffic control along the project; therefore, that amount should be $502,250, instead of the stated $577,650. California Professional Engineering, Inc. contractor's license was verified with the California State Contractor's License Board to be current, active and in good standing. Registration with the California Department of Industrial Relations (DIR) was verified. Staff also contacted references to confirm that the contractor provided good quality work.

Additionally, Staff recommends issuing a Task Order, under the City's On-call Engineering Agreement 2282-A, to Transtech Engineers in an amount not to exceed $204,700 for grant management, and construction management, including inspection services. Transtech has supported the City since the pre-award phase of the ATP Cycle 4 grant and is able to provide both a Construction Manager and Construction Inspector to this project during the construction phase.

The City received $1,360,870 from the ATP Cycle 4 grant, however, only $1,212,000 was budgeted for construction. The balance of $148,870 was included in the grant budget for Plans and Specifications (P&E). Staff will be contacting the ATP coordinator to seek additional funding for the construction phase due to increases in labor and

material costs. The City will also seek to potentially reallocate the $148,870 P&E budget towards the construction budget. If additional funds are approved for the construction phase, the City's local match will be reduced.

FISCAL IMPACT

The total estimated cost for the ATP Cycle 4 Citywide Pedestrian Safety Improvements Project is $1,701,657. The City has $1,212,000 under the ATP Cycle 4 program for Construction Phase. The remaining funds required for this project is $489,657. A total of $265,825 will be transferred from CIP 96013 – MTA Monterey Pass Bike project to CIP 96034 – ATP Cycle 4 Pedestrian project. Funding is available as a result of additional funding from the SR-710 Mobility Improvement Project Fund for the Monterey Pass Bike Project. It is recommended that the City Council authorize the Finance Department to appropriate an additional $223,832 from Measure R Local Return Funds to complete this project.

Below are the recommended project funds including the additional Measure R Local Return Funds appropriation and phases cost breakdown:

	ATP funds (State funded)	Measure R Local Funds	**TOTAL**
Construction Contract + 10% contingency	$1,212,000	$284,957	$1,496,957
Preparation of Bid Documents, Grant and Construction Management/ Inspection (Transtech Task Order)		$204,700	$204,700
TOTAL	$1,212,000	$489,657	$1,701,657

Respectfully submitted & prepared by:

Shawn Igoe
Director of Public Works

Reviewed by:

Martha Garcia
Director of Finance

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS

1. California Professional Engineering, Inc. Bid Proposal
2. Transtech Task Order
3. Project Location Map and Improvement Exhibits

ATTACHMENT 1

California Professional Engineering, Inc. Bid Proposal

SECTION C. BIDDERS PROPOSAL
(Entire section C shall be submitted with the bid)

BIDDER'S NAME: California Professional Engineering, Inc.

In accordance with the City's Notice Inviting Sealed Bids, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of Monterey Park of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts of bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City's notice of award of contract to the BIDDER, the proceeds of the guarantee accompanying this bid shall become the property of the City and this bid and the acceptance hereof may, at the City's option, be considered null and void.

BID SCHEDULE

To the Monterey Park's City Council, herein called the "Council".

Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the work, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedule:

BID SCHEDULE
For Monterey Park School and Crosswalk Safety Enhancement Project,
ATP Cycle 4 Improvements, Specification No. 2022-015

No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
1	REMOVE EXISTING SIGNS INCLUDING POLE/POST AND FOUNDATION. INSTALL NEW SIGNS INCLUDING POLE/POST AND FOUNDATION.	1	LS	$55700	$55700
2	REMOVE EXISTING CURB RAMP/IMPROVEMENTS TO INCLUDE EX. PCC WALK, CURB, CURB AND GUTTER, SPANDREL, 2.00' WIDE X 10" DEEP SLOT CUT AC PAVEMENT. CONSTRUCT/RECONSTRUCT CURB RAMP PER APPLICABLE CALTRANS RSP A88A AS SHOWN ON THE PLAN AND TO CONSTRUCT/RECONSTRUCT CURB RAMP PER APPLICABLE CALTRANS RSP A88A AS SHOWN ON THE PLAN AND SHALL INCLUDE CONSTRUCTION/ RESTORATION OF CURB, CROSS GUTTER, RETAINING CURB. WORK INCLUDES RESTORATION OF 2' WIDE AC PAVEMENT SLOT CUT. AC PAVEMENT TO BE RESTORED WITH 4" AC ON 5" CMB.	38	EA	$14850	$564300
3	CONSTRUCT TWO-POLE SYSTEM, DOUBLE SIDED SOLAR-POWERED RECTANGULAR FLASHING BEACON WITH DOUBLE SIDED LED BLINKING SCHOOL CROSSING ASSEMBLY, SIGN S1-1, AND DOWNWARD ARROW SIGN, W16-7P, WITH PEDESTRIAN PUSH BUTTON, TYPE B PER CA MUTCD INCLUDING POLE AND FOUNDATION COMPLETE AND OPERATIONAL, PER DETAIL 3 ON SHEET 5. A 'PAIR' INCLUDES TWO POLE SYSTEM.	15	PAIR	~~$23500~~ VN $25693	~~$352500~~ VN ~~385408~~ VN 385395
4	INSTALL TRUNCATED DOME.	2	EA	$1220	$2440
5	INSTALL TYPE 332 CABINET COMPLETE WITH TYPE 170 ATC/HC-11 CONTROLLER WITH 233 MC1 PROGRAM AND NAVIGATOR CONTROL UNIT. INSTALL BATTERY BACK UP SYSTEM AND ANY OTHER NEEDED COMPONENT REQUIRED FOR INTENDED OPERATION, INCLUDING FOUNDATION.	1	EA	$59450	$59450
6	CONSTRUCT AVENIDA CESAR CHAVEZ OVERHEAD PEDESTRIAN SIGNAL MODULE WITH COUNTDOWN, R10-3B APS AND R10-23, WITH ALL ATTACHMENT AND FULLY OPERATIONAL.	2	EA	$34000	$68000
7	PAINT RED ON CURB.	1,500	LF	$2.90	$4350
8	REMOVE EXISTING AND CONSTRUCT 4" PCC WALK. THIS BID ITEM IS TO REPAIR ANY DAMAGED/UPLIFTED SIDEWALK WITHIN PROJECT LIMITS, OUTSIDE CURB RAMP RECONSTRUCTION WORK LIMITS. ANY EXISTING SIDEWALK, CURB, CURB & GUTTER, LANDING AREA, ETC. AS SHOWN WITHIN CURB RAMP WORK LIMITS ON THE PLANS SHALL BE PAID UNDER CURB RAMP RECONSTRUCTION BID ITEM (BID ITEM 2) PER EACH BASIS.	2,500	SF	$12.65	$31625

BID SCHEDULE
For Monterey Park School and Crosswalk Safety Enhancement Project,
ATP Cycle 4 Improvements, Specification No. 2022-015

No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
9	INSTALL TYPE III-BF SERVICE CABINET ON FOUNDATION PER CALTRANS STANDARD PLAN ES-2E COMPLETE WITH ONE 120/240V, METER SOCKET, TWO 100 AMP-2P, 120/240V MAIN CIRCUIT BREAKERS, ONE 50A-120-1P CIRCUIT BREAKER FOR TRAFFIC SIGNAL AND 2-30A-240V-2P CIRCUIT BREAKER FOR SAETY LIGHTING AND ALL OTHER NECESSARY COMPONENTS.	1	EA	$23350	$23350
10	INSTALL TRAFFIC SIGNAL PULL BOX NO 6 PER CALTRANS STD. PLAN ES-8A,	2	EA	$ 830	$1660
11	INSTALL 3 INCH PVC CONDUIT SCHEDULE 80 WITH 3 NUMBER 8 AND A NUMBER 10 CONDUCTORS.	120	LF	$ 95	$11400
12	REMOVE EXISTING STREET STRIPING, WORDS, LEGENDS, CROSSWALK, PAVEMENT MARKERS AND RAISED REFLECTIVE MARKERS.	1	LS	$48200	$48200
13	INSTALL STREET STRIPING, WORDS, & CROSSWALK MARKERS AND RAISED REFLECTIVE MARKERS.	1	LS	$105000	$105000
TOTAL BASE BID AMOUNT IN NUMBERS					~~$1327995~~ 1360870 VN

TOTAL BASE BID AMOUNT IN WORDS: ~~One million Three hundred Twenty Seven thousand Nine hundred Seventy five~~. WN.

One Million Three hundred sixty thousand Eight hundred Seventy.

<table>
<tr><td colspan="2">The award of Contract shall be based on the TOTAL BASE BID AMOUNT.</td></tr>
<tr><td colspan="2">In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.</td></tr>
<tr><td rowspan="5">Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.</td><td>A. Mobilization / Demobilization</td></tr>
<tr><td>B. Traffic Control</td></tr>
<tr><td>C. NPDES, WWECP, and Best Management Practices (BMPs), Public Convenience and Safety</td></tr>
<tr><td>D. Construction Staking by Land Surveyor</td></tr>
<tr><td>E. Clearing and Grubbing</td></tr>
<tr><td colspan="2">The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.</td></tr>
<tr><td colspan="2">The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.</td></tr>
<tr><td colspan="2">All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.</td></tr>
<tr><td colspan="2">A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.</td></tr>
</table>

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from suppliers and vendors as follows:

Subcontractor Information	Work to be Performed	Dollar Amount
Name: CASE LAND SURVEYING Address: 614 N. ECKHOFF ST. Tel: (714) 626-8946	SURVEYING	$ 18,600
Name: EBS GENERAL Address: 1345 QUARRY ST. #101 Tel: (951) 279-6069	CIVIL	$ 577,650
Name: CAL-STRIPE Address: 2040 E. STEEL RD. Tel: (909) 884-7170	STRIPING	$ 143,545
Name: Address: Tel:		$
Name: Address: Tel:		$
Name: Address: Tel:		$
Name: Address: Tel:		$
Total Subcontract Amount (shall not exceed 49% of Total Bid Amount)		$ 588180

REFERENCES

References shall be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included. References shall be either minimum from 3 Public Agencies; or minimum from 2 Public Agencies plus 2 Private Entities for which BIDDER has performed similar work within the past three years.

Reference 1		
Agency Name _____ Contact Name and Title _____	Project Name and Brief Description Please see attached.	
Tel:_____ E-mail:_____	Contract Value: $_____	Year Completed:_____

Reference 2		
Agency Name _____ Contact Name and Title _____	Project Name and Brief Description Please see attached	
Tel:_____ E-mail:_____	Contract Value: $_____	Year Completed:_____

Reference 3		
Agency Name _____ Contact Name and Title _____	Project Name and Brief Description Please see attached	
Tel:_____ E-mail:_____	Contract Value: $_____	Year Completed:_____

Reference 4		
Agency Name _____	Project Name and Brief Description	
Contact Name and Title _____		
Tel:_____ E-mail:_____	Contract Value: $_____	Year Completed:_____

SITE INSPECTION

The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project without question.

Name of Person who inspected the site: Van Nguyen

Date of Inspection: 11/9/2022

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. 1 V.N. Dated 11/2/2022

Addendum No. 2 V.N. Dated 11/9/2022

Addendum No. 3 V.N. Dated 11/14/2022

Addendum No. 4 V.N. Dated 11/14/2022

Addendum No._____ Dated_____

Addendum No._____ Dated_____

California Professional Engineering, Inc.

COMPLETED PRIME Projects (starting with most recent)

document last modified 02.17.2022 // dc

Total Contract Amount + Extra Work/CCO's		Brief Scope of Work	Approx. Commencement	Approx. Completion	Owner/Contact Info	Project Name & No.	Approximate % Completed by CPE
original contract	final contract						
$ 151,488.00	$ 136,332.20	Pedestrian Safety Lighting & Beacons	Dec 2021	Jan 2022	City of Westlake Village Mike Bustos 31200 Oak Crest Drive Westlake Village, CA 91361 (805) 653-6597 mbustos@willdan.com	Triunfo Canyon Rd-Saddle Mountain Dr	95%
original contract	final contract						
$ 118,898.00	$ 127,071.92	Replace CMS (changeable message sign) on freeway	Jun 2021	Oct 2021	Catrans District 12 Gagandeep Sidhu 1727 30th Street Sacramento, CA 95816 949-279-8466 gagandeep.sidhu@dot.ca.gov	Replace Panel on CMS37 #12A1791	100%
original contract	final contract						
$ 343,760.00	$ 340,252.00	Traffic Signal Construction, Conduit, Pull Boxes, Wiring	Dec 2020	Jul 2021	City of Whittier Raul Flore 13230 Penn Street Whittier, CA 90602 562-567-9525 rflore@cityofwhittier.org	Greenleaf Ave / Putnam Ave TS #STPL-5111	95%
original contract	final contract						
$ 173,654.00	$ 176,503.35	Traffic Signal Construction, Conduit, Pull Boxes, Wiring	May 2021	Sept 2021	City of Lancaster Marc Alius 44933 North Fern Avenue Lancaster, CA 93534 661-945-6879 malius@cityoflancasterca.org	City of Lancaster - Avenue I / 60th Street West #17-0123	90%
original contract	final contract						
$ 524,628.00	$ 535,123.83	Traffic Signal Construction, Conduit, Pull Boxes, Wiring	Nov 2020	Feb 2021	City of Lancaster Marc Alius 44933 North Fern Avenue Lancaster, CA 93534 661-945-6879 malius@cityoflancasterca.org	2017 Traffic Signal Upgrades #16-007; #STPL-5419(054)	85%
original contract	final contract						
$ 678,065.00	$ 678,065.00	Traffic Signal Construction at Three Locations: Concrete & Sidewalk Improvements, Signing & Striping, SCE Underground Substructures, Service Pedestal, etc	Nov 2019	Aug 2020	City of Colton Marty Ragels 160 South 10th Street Colton, CA 92324 909-370-5065 mragels@coltonca.gov	Three Traffic Signal Intersections #3186-4	80%
original contract	final contract						
$ 626,339.40	$ 580,294.66	Traffic Signal Construction, Concrete & Sidewalk Improvements, Signing & Striping, SCE Underground Substructures Service Pedestal, Signal Interconnect Conduit & Communication Systems, CCTV	Nov 2019	Jul 2020	City of Fountain Valley John Nguyen 10200 Slater Ave Fountain Valley, CA 92708 714-593-4443 john.nguyen@fountainvalley.org	Talbert/Mt Washington TS #TI233	80%
original contract	final contract						
$ 140,568.00	$ 141,327.00	Traffic Signal, Battery Back Up Systems, Video Detection Systems, Controller Cabinet, CCTV, Wiring, Pull Boxes, etc.	Jul 2020	Jul 2020	City of Ontario Mauricio Diaz 303 E "B" St Ontario, CA 909-395-2000 mdiaz@ontarioca.gov	Vineyard & Sixth; Grove & Francis #TR1801/1802	90%
original contract	final contract						
$ 678,072.40	$ 720,691.43	Traffic Signal Construction, Concrete & Sidewalk Improvements, Signing & Striping, SCE Underground Substructures Service Pedestal, Signal Interconnect Conduit & Communication Systems, Fiber Optic	Aug 2019	Feb 2020	City of Oxnard Debbie O'Leary 305 W 3rd Street Oxnard, CA 93030 805-200-5283 debbie.oleary@oxnard.org	Rose Ave/Gary Dr TS #A-8128	70%
original contract	final contract						
$ 324,743.00	$ 348,661.05	Luminaire in Pavement LED Crosswalk Lighting, Signing/Striping, Flashing Beacon poles, Pull Boxes, Stubouts	Jul 2020	Jul 2020	City of Redlands Kyle Wagner 35 Cajon Street Redlands, CA 92373 909-798-7584 kwagner@cityofredlands.org	HSIPL Cycle 7 Uncontrolled Crosswalk #HSIPL-5083(019)	95%
original contract	final contract						
$ 713,791.00	$ 775,716.75	Traffic Signal Construction upgrades at various intersections	Mar 2020	Oct 2020	City of Arcadia Kevin Merrill 240 West Huntington Drive Arcadia, CA 91066 626-574-5481 kmerrill@ArcadiaCA.gov	Santa Anita Corridor #41852417	85%
original contract	final contract						
$ 421,043.00	$ 410,127.79	Park & Security Lighting, Conduit, Pull Boxes, Lighting Foundations, Service Pedestals, Anti-Graffiti	Mar 2020	Jan 2021	City of Santa Ana Michael Ortiz 20 Civic Center Plaza Santa Ana, CA 714- 647-5624 MOrtiz@santa-ana.org	Security Lighting for PE Bike Trail & Saddleback View Park #18-7254; #18-7533	95%
original contract	final contract	Traffic Signal Synchronization at Various Intersections, Conduit, Pull Boxes, Loop Detector			City of Burbank Vikki Davtian		

$ 954,429.66	$ 1,043,603.19	Installation Grind & Overlay, Street Improvements, Fiber Optic	Apr 2020	Dec 2020	275 E Olive Ave Burbank, CA 818-238-3965 VDavtian@burbankca.gov	Traffic Responsive Signal System Project #1461	90%
original contract	final contract	Replacement of Traffic Signal Loop Detectors	Oct 2018	Jun 2020	CA DOT Roy Tornello 790 Via Lata, #100 Colton, CA 92324 909-915-9717 roy.tornello@dot.ca.gov	On Call Loop Detectors #08A2921	100%
$ 387,550.00	$ 94,050.00						
original contract	final contract	Traffic Signal Construction at Two Intersections, Concrete & Sidewalk Improvements, Signing & Striping, SCE Underground Substructures, Service Pedestal, etc	Sept 2019	May 2020	City of Menifee Carlos Geronimo 29844 Haun Road Menifee, CA 92586 951-723-3722 cgeronimo@cityofmenifee.us	Two Traffic Signal Intersections #19-04/05	75%
$ 814,935.00	$ 867,901.78						
original contract	final contract	SCE Substructures, Power Feed Conduit, Caltrans ROW Coordination, etc.	Mar 2020	May 2020	City of San Bernardino Ryan Castillo 300 North "D" Street San Bernardino, CA 92418 909-384-5535 castillo_ry@sbcity.org	Hospitality / Waterman #13330	100%
$ 95,420.00	$ 89,021.53						
original contract	final contract	Removal & Replacement of Traffic Signal and Street Lighting Poles.	Apr 2020	May 2020	City of Pasadena Sarah Tawadrous 100 N Garfield Ave Pasadena, CA 626-744-4304 stawadrous@cityofpasadena.net	Fair Oaks/Mountain; Green/Arroyo Pole Replacement #31383	100%
$ 188,870.00	$ 179,237.40						
original contract	final contract	RRFB, FLIR Tthermal Cameras at Various Locations, Integration	May 2019	Apr 2020	City of Pasadena Elvin Jiang 100 North Garfield Avenue, N306 Pasadena, CA 626-744-7311 ejiang@cityofpasadena.net	Pedestrian Crossing Improvements #31299	100%
$ 185,110.00	$ 199,478.04						
original contract	final contract	Traffic Signal & Flashing Beacons	Apr 2020	Apr 2020	City of Downey Ed Norris 11111 Brookshire Avenue Downey, CA 90241 562-904-7110 enorris@downeyca.gov	Brookshire Ave & Everest St #20-29	100%
$ 53,445.00	$ 60,207.66						
original contract	final contract	Banner Pole & Arm Installations	Feb 2020	Apr 2020	City of Buena Park Ken Kim 6550 Beach Blvd Buena Park, CA 90620 714-562-3688 kkim@buenapark.com	Banner Poles on Orangethorpe & Indiana #618	100%
$ 20,300.00	$ 21,945.14						
original contract	final contract	Traffic Signal Construction, Conduit, Pull Boxes, Wiring, Concrete & Sidewalk Improvements, Handicap Ramps, etc.	Sept 2019	Apr 2020	City of Huntington Beach Joe Fuentes 2000 Main Street Huntington Beach, CA 92648 714-394-5676 jfuentes@surfcity-hb.org	Main St & 17th St #CC-1488	75%
$ 643,490.20	$ 676,697.47						
original contract	final contract	Replacement of Traffic Signal Loop Detectors	Feb 2020	Feb 2020	City of Oceanside Jeff Freetly 4927 Oceanside Boulevard Oceanside, CA 92056 760-435-5323 JFreetly@oceansideca.org	On Call Loop Detectors	100%
$ 45,000.00	$ 40,338.00						

original contract	final contract						
$ 858,785.50	$ 916,950.71	Traffic Signal, Battery Back Up Systems, Video Detection Systems, Controller Cabinet, CCTV, Wiring, Pull Boxes, etc.	Apr 2019	Jul 2019	City of Pasadena Arnold Dichosa 100 North Garfield Avenue, N306 Pasadena, CA 626-744-7402 adichosa@cityofpasadena.net	Metro Goldline At-Grade Crossing Mobility Enhancements #31131 / FedAid #CML-5064(083)	100%
original contract	final contract	Traffic Signal, Curb Ramps, Signing & Striping, SCE Underground Subsructures, Concrete/Asphalt Improvements, Fiber Optic, Networking, Microwave Systems	Aug 2017	May 2019	CA DOT Manuel Ruiz 790 Via Lata, #100 Colton, CA 92324 951-965-6327 manuel.ruiz@dot.ca.gov	Route 10, 210 #08-0E5514	90%
$ 2,587,172.50	$ 2,587,172.50						
original contract	final contract	Flashing Beacon, Curb Ramps, Signing & Striping, Concrete/Asphalt Improvements	Apr 2019	Apr 2019	City of Fontana Jazmine Pena 16489 Orange Wy Fontana, CA 949-644-3336 jpena@fontana.org	PE Trail at Maple Ave #CC-91-DE-18	80%
$ 108,786.00	$ 108,786.00						
original contract	final contract	Traffic Signal, Curb Ramps, Signing & Striping, SCE Underground Subsructures, Concrete/Asphalt Improvements	Oct 2018	Mar 2019	City of Corona Dennis Rails 400 S Vicentia Ave, #210 Corona, CA 951-736-2266 dennis.rails@coronaca.gov	Traffic Signal at Green River and Montana Ranch #2016-03	80%
$ 314,729.92	$ 314,729.92						
original contract	final contract	Traffic Signal Modifications, Curb Ramps, Concrete/Asphalt Improvements	Jul 2018	Mar 2019	City of Newport Beach Eric Loke 100 Civic Center Dr Newport Beach, CA 949-644-3311 eloke@newportbeachca.gov	TS Rehabilitation FY2017-2018 #7314-1	80%
$ 354,777.54	$ 354,777.54						
original contract	final contract	Traffic Signal Video Detection	May 2018	Feb 2019	City of Rancho Cucamonga Natalie Avila 10500 Civic Center Dr Rancho Cucamonga, CA 909-774-4076 natalie.avila@cityofrc.us	Traffic Signal Video Detection at 15 Locations #800-2018-01	100%
$ 203,650.88	$ 203,650.88						
original contract	final contract	Traffic Signal, Curb Ramps, Signing & Striping, SCE Underground Subsructures, Concrete/Asphalt Improvements, CCTV	Apr 2018	Oct 2018	City of Orange Medel Llanes 300 E Chapman Ave Orange, CA 714-744-5535 mllanes@cityoforange.org	Left Turn Phase Signal Modification | Chapman Ave & Cannon St #HSIPL-5073(079) SP-3868; Batavia St & Collins Ave #HSIPL-5073(081) SP3870	80%
$ 608,424.00	$ 608,424.00						
original contract	final contract	Traffic Signal, Curb Ramps, Signing & Striping, SCE Underground Subsructures, Concrete/Asphalt Improvements	Jan 2017	Oct 2018	LACDPW Joel Zaragoza 900 S Fremont Ave Alhambra, CA 91803 626-458-4973 JZARA@dpw.lacounty.gov	Colima Rd | Camino Del Sur to East of Tierra Luna (Pedestrian Crossing) #TSM0010196	85%
$ 1,816,477.16	$ 1,816,477.16						
original contract	final contract	Traffic Signal, Curb Ramps, Signing & Striping, SCE Underground Subsructures, Concrete/Asphalt Improvements	Aug 2017	Sept 2018	LACDPW Anoush Hovsepians 900 S Fremont Ave Alhambra, CA 91803 626-458-3139 ahovsepians@dpw.lacounty.gov	Florence Ave/Mills Ave | Orr and Day Rd to Whittier Blvd #TSM0010312	85%
$ 1,039,990.01	$ 1,039,990.01						

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, Site, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

INSURANCE REQUIREMENTS

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

Type of Insurance	Limits
Commercial general liability:	$2,000,000
Business automobile liability	$1,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance shall meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above shall be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies shall be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such endorsement shall be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance shall be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

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

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

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

Bidder's Name:	California Professional Engineering, Inc.
Authorized Signature:	
Name and Title:	Van Nguyen, President
Date:	11/17/2022

PUBLIC CONTRACT CODE SECTION 7106

Noncollusion Declaration by Bidder

The undersigned declares:

I am the President of California Professional Engineering, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder's Name: California Professional Engineering, Inc.

Authorized Signature:

Name and Title: Van Nguyen, President

Date: 11/17/2022

PUBLIC CONTRACT CODE SECTION 10162

In conformance with the above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder

has never been ✓ **has been** ___ (**indicate YES or NO** after applicable answer)

disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so to explain the circumstances.

If the answer is **has been** **YES** explain the circumstances below:

Bidder's Name:	California Professional Engineering, Inc.
Authorized Signature:	
Name and Title:	Van Nguyen, President
Date:	11/17/2022

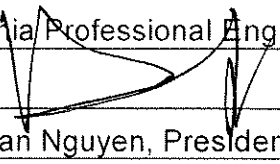
PUBLIC CONTRACT CODE SECTION 10232

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court

has not been ✓ **has been** ____ (**indicate YES or NO** after applicable answer)

issued against the bidder within the immediately preceding two-year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board. For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.

Bidder's Name: California Professional Engineering, Inc.

Authorized Signature: 

Name and Title: Van Nguyen, President

Date: 11/17/2022

PUBLIC CONTRACT CODE SECTION 10285.1

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof

has never been ✓ **has been**___ (**indicate YES or NO** after applicable answer)

convicted within the preceding three years by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University.

Bidder's Name: California Professional Engineering, Inc.

Authorized Signature: _____

Name and Title: Van Nguyen, President

Date: 11/17/2022

BIDDER INFORMATION

Bidder's Name: California Professional Engineering, Inc.

Address: 19062 San Jose Ave La Puente, CA 91748

Form of Legal Entity: Corporation

If a Corporation, State of Incorporation: California

State Contractor's Class and License No.: 793907

Contact Person Information:

Name: Van Nguyen Title: President

E-mail: van@cpengineeringinc.com / estimating@cpengineeringinc.com Tel: 626-810-1338

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

Van Nguyen - President, Secretary

19062 San Jose Ave La Puente, CA 91748

626-810-1338

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

NONE

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

NONE

Previous contract performance history:

Was any contract terminated previously: NONE

If the answer to the above is "yes", provide the following information:

Contract/project name and number: N/A

Date of termination: _____

Reason for termination: _____

Owner's name: _____

Owner contact person and tel. no.: _____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 17 day of November, 2022.

BIDDER California Professional Engineering, Inc.

_____

_____

_____

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____

JURAT

State of California

County of Los Angeles } SS.

Subscribed and sworn to (or affirmed) before me on this 17th day of NOVEMBER, 20 22, by

VAN NGUYEN, proved to me on the basis of satisfactory evidence

to be the person(s) who appeared before me.

ALICIA NGUYEN
Notary Public - California
Los Angeles County
Commission # 2375906
My Comm. Expires Sep 23, 2025

NOTARY'S SIGNATURE

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

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER _____ TITLE(S)
- ☐ PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

_____ TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

_____ OTHER

ABSENT SIGNER (PRINCIPAL) IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT OF SIGNER

Top of thumbprint here

PROPOSAL GUARANTEE

BID BOND

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that California Professional Engineering, Inc., as BIDDER, AND United States Fire Insurance Company, as SURETY, are held and firmly bound unto the City of Monterey Park, in the penal sum of Ten Percent of the Total Bid Amount ($ 10%)dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **MONTEREY PARK SCHOOL AND CROSSWALK SAFETY ENHANCEMENT PROJECT, ATP CYCLE 4 IMPROVEMENTS SPECIFICATION NO. 2022-015** ("Public Project"), for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to the City of Monterey Park for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City of Monterey Park.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 14th day of November, 2022.

SIGNED AND SEALED this 14th day of November, 2022.

California Professional Engineering, Inc.

Van Nguyen, President

PRINCIPAL

SURETY

United States Fire Insurance Company

Christine Hoang, Attorney-in-Fact

PRINCIPAL's MAILING ADDRESS:

19062 San Jose Avenue

La Puente, CA 91748

SURETY's MAILING ADDRESS:

1100 W Town and Country Rd., Suite 550

Orange, CA 92868

NOTE: All signatures shall be acknowledged by a notary public.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Los Angeles)

On 11/17/2022 before me, Alicia Nguyen,
Date *Here Insert Name and Title of the Officer*

personally appeared VAN Nguyen
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

ALICIA NGUYEN
Notary Public - California
Los Angeles County
Commission # 2375906
My Comm. Expires Sep 23, 2025

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Orange }

On NOV 14 2022 (Date) before me, Irene Luong (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Christine Hoang (Name(s) of Signer(s)),

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

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

Witness my hand and official seal.

Signature _____ (Signature of Notary Public) Irene Luong

IRENE LUONG
Notary Public - California
Orange County
Commission # 2384919
My Comm. Expires Nov 30, 2025

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

07626

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Yung T. Mullick, James W. Moilanen, Irene Luong, P. Austin Neff, Emilie George, Christine Hoang, Danielle Hanson

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Fifty Million Dollars ($50,000,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50128633
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 14th day of November 2022

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE **No 07812**

SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY *THAT, Pursuant to the Insurance Code of the State of California,*

United States Fire Insurance Company

of Wilmington, Delaware *, organized under the laws of* Delaware *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance:* Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous *as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 31st *day of* December, 2003, *I have hereunto set my hand and caused my official seal to be affixed this* 31st *day of* December, 2003.

John Garamendi
Insurance Commissioner

By Victoria S. Sidbury
for Ida Zodrow
Asst. Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the convenants made in the application therefor and the conditions contained herein.

FORM CB-3

OSP 00 39391

MEETING OF BOARD OF DIRECTORS
OF
CALIFORNIA PROFESSIONAL ENGINEERING, INC.

A meeting of the Board of Directors of California Professional Engineering, Inc. was held on February 09, 2022 whereby a resolution was passed authorizing Van Nguyen to sign on behalf of the corporation, by his signature, to enter into any and all contractual obligations on behalf of this corporation.

President – Van Nguyen

See attached acknowledgement.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Los Angeles)

On 11/17/2022 before me, Alicia Nguyen,
Date *Here Insert Name and Title of the Officer*

personally appeared VAN NGUYEN
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

ALICIA NGUYEN
Notary Public - California
Los Angeles County
Commission # 2375906
My Comm. Expires Sep 23, 2025

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

ATTACHMENT 2
Transtech Task Order

TASK ORDER #_____

Issued under **AGREEMENT No.** _____, dated ____.

Project Name:	Active Transportation Program (ATP) Cycle 4 Citywide Pedestrian Safety Improvements, Bid Package (Plans, Specifications and Estimates) Preparation; Grant Management, Construction Management, and Construction Inspection Services, ATP-5231(017)
Project Number:	NA
Contractor Name:	Transtech Engineers, Inc.
Vendor Number:	2066
Contract Number:	2282-A
Account Number:	
Date Prepared:	4/29/2022

Per City's request, Transtech will provide its services for the following phases/tasks for the subject project:

Task A - Bid Package (Plans, Specifications and Estimates) Preparation
Task B - Grant Management Services (Caltrans Construction Allocation Request, Environmental Clearance, Right of Way Certification)
Task C - Construction Management, and Construction Inspection Services

Project Understanding:

The City received ATP funds (State funded) from Caltrans in ATP Cycle 4 program, in the amount of $1,367,000 for the Monterey Park School and Crosswalk Safety Enhancement Project. The proposed project involves pedestrian safety improvements around school sites at various locations Citywide. The proposed improvements include installation of crosswalk, pedestrian crossing signage, rapid flashing beacon signs, construction of ADA curb ramps, sidewalk, curb and gutter, overhead pedestrian flashing beacon system, installation of red curb, pavement markers, signage and striping at various locations citywide within school site. Exhibit A shows the project locations and improvement exhibits as part of this project.

The work locations around school sites are at the following intersections:

- Barranca Dr & Casuda Canyon Dr
- Hillside St & Sunnyhill Dr
- Avenida Cesar Chavez & Westcott Ave
- Schoolside Ave & 1st St
- Findlay Ave & Markland Dr
- Findlay Ave S/Of Markland Dr
- Hendricks Ave & Gleason St
- Gleason St & Via Norte Ave
- Fernfield Dr & Via Norte Ave
- Via Norte Ave S/Of Fernfield Dr
- Lupine Ave & E Arlight St
- Grandridge Ave & Isabella Terrace
- Grandridge Ave S/Of Bradshawe Ave

- Bradshawe Ave & Grandridge Ave
- McPherrin Ave & Park Ave
- Roselyn Pl & S Ramona Ave
- McPherrin Ave North Of Newmark Ave

Proposed Services:

As requested by the City, Transtech proposes the following services for the project.

Task A - Bid Package (Plans, Specifications and Estimates) Preparation

1. Perform engineering design services resulting in contract documents (plans, specifications and cost estimates).
2. Collect and review available record plans, existing/proposed conditions and requirements.
3. Provide additional field survey necessary to complete the design effort.
4. Perform visual field inspection and review.
5. Inspect operations in the project area to develop an efficient control approach that will be used during the construction of the proposed improvements.
6. After review of data, and field investigation surveys, develop design parameters.
7. Prepare construction plans for applicable improvements.
8. Prepare cost estimates.
9. Prepare specifications.
10. Provide project management and administration for PS&E Phase.
11. Provide PS&E Bid Package ready for bidding.
12. This task order does not include preparation of environmental clearance document, right of way clearance documents and construction allocation request coordination with Caltrans/CTC. Such services will be provided on a separate task order.
13. Coordinate the advertisement of project.
14. Respond to bidder inquiries during the bidding process, including preparation of any addenda.
15. Review and analyze bids received and prepare recommendation for the award to lowest responsive bidder.
16. Prepare and submit Project Design Schedule.

Task B - Grant Management Services (Caltrans Construction Allocation Request, Environmental Clearance, Right of Way Certification)

1. Existing records review and Coordination: Review of existing project documents and coordination with City staff, Metro, and Caltrans.
2. Environmental Clearance: Prepare and submit the Categorical Exemption Environmental in compliance with ATP CON allocation submittal.
3. Right of Way Clearance: Prepare and submit the Right of Way package in compliance with ATP CON allocation submittal.
4. CON Allocation Request: Prepare and submit the ATP CON Allocation Request and Finance Letter to Caltrans.

Task C - Construction Management, and Construction Inspection Services

1. Managing construction activities and project controls.
2. Monitoring the Contractor's baseline schedule, master construction schedule, and any updated construction schedules.
3. Conducting Pre-construction meeting with the contractor, City, and other involved parties.
4. Conducting construction meetings with the contractor, City, and other involved parties.
5. Preparation and distribution of meeting minutes.
6. Performing PW inspections.
7. Responding to complaints and resolving problems as necessary.
8. Reviewing contractor change order requests, and preparing necessary documentation for submittal and approval or denial by the City.
9. Reviewing and verifying contractor pay requests and preparing necessary documentation for submittal and approval by the City.
10. Managing contract cost accounting system and preparation of a log of all Contractor's Progress Billings.
11. Conducting project walk-through(s) and preparing punch list(s).
12. Maintaining proper project files and documentation.
13. Coordinating dose out of the project.
14. Presenting to the City project close out file.

FEE PROPOSAL				Classification Sr. Eng, PM, RE, CM Av. Hrly Rate $195	Classification Sr. Public Works Inspector Av. Hrly Rate $155	Classification Office Engineer/ Associate Engineer Av. Hrly Rate $145	Classification Administrative Av. Hrly Rate $70	Total Hours	Total Fee
Task A - Bid Package (Plans, Specifications and Estimates) Preparation				80	0	240	130	**450**	**$59,500**
Task B - Caltrans Construction Allocation Request, Environmental Clearance, Right of Way Certification (Services provided by sub-consultant, Avant-Garde)									**$12,100**
Task C - Construction Management, and Construction Inspection Services	Assumed Field Inspection Total Hrs =	80	work days level of effort	40	640	40	40	**760**	**$115,600**
Total Hours (Transtech)				**120**	**640**	**280**	**170**	**1,210**	
Total Fee (Transtech)				**$23,400**	**$99,200**	**$40,600**	**$11,900**		**$187,200**
Sub-Consultants Budget Allocation	**GEO-ADVANTEC, Inc. (Materials Testing and Inspection)**								**$10,000**
	AVANT-GARDE, Inc. (Labor Compliance and Field Interviews)								**$7,500**
Total Estimated Budget (Transtech + Subconsultants)									**$204,700**

TRANSTECH ENGINEERS, INC.
CONSULTANT/CONTRACTOR

Okan Demirci, PE — 04/29/2022
Date

Recommended/Approved By:

_____ _____
Date

_____ _____
Management Services Director — Date

_____ _____
City Manager — Date

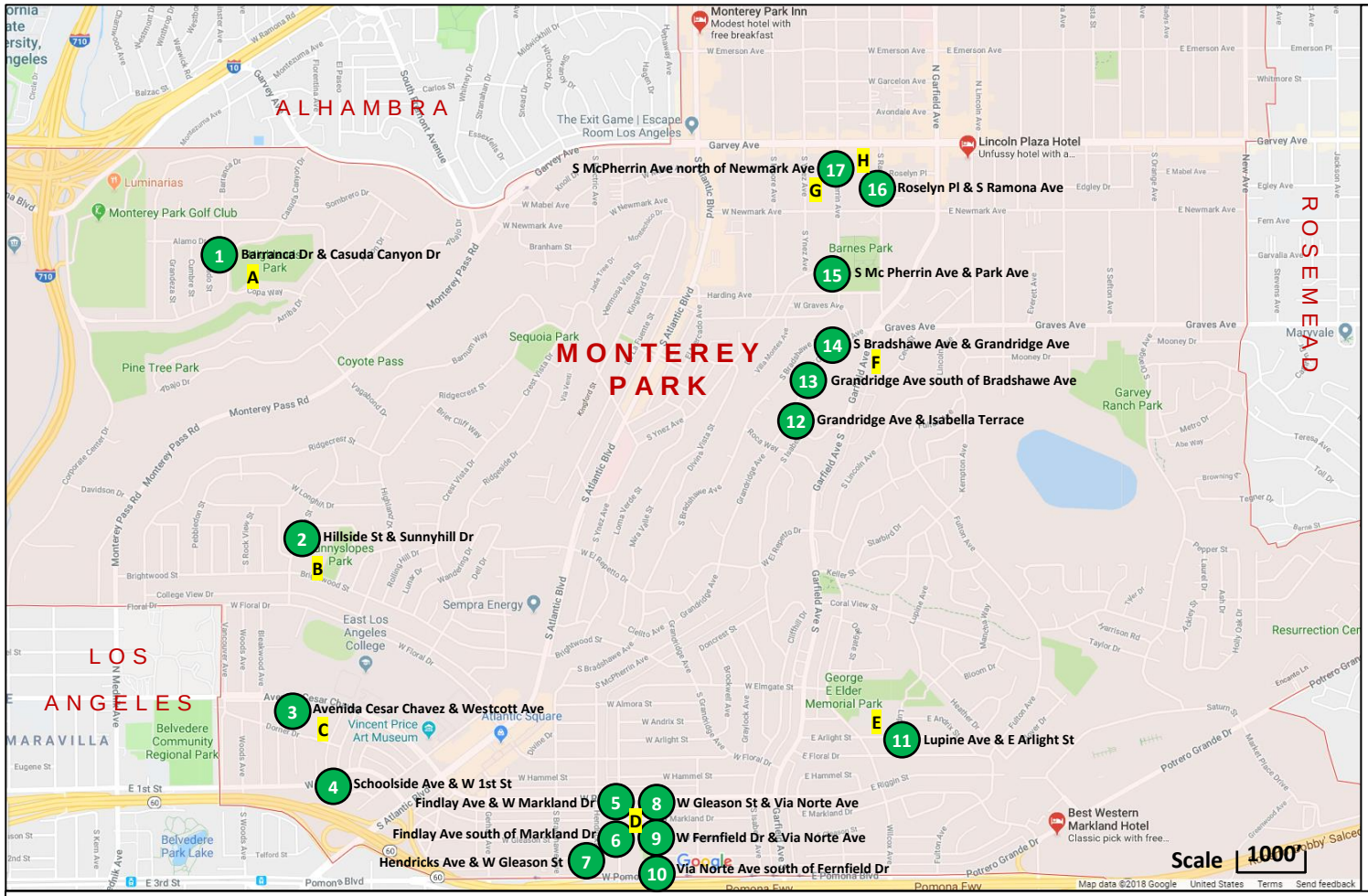
For Internal Use Only:
Budgeted _____Yes _____ No
Appropriation Transfer Needed: _____Yes _____No
Date City Council Approved: _____
Agenda Item No.: _____
Comments: _____

ATTACHMENT 3

Project Location Map and Improvement Exhibits

ATTACHMENT C: PROJECT LOCATION MAP

City of Monterey Park (Sponsoring Agency)



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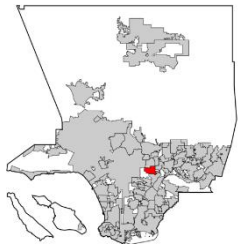
Project Location within Los Angeles County in the City of Monterey Park



LEGEND City Boundary

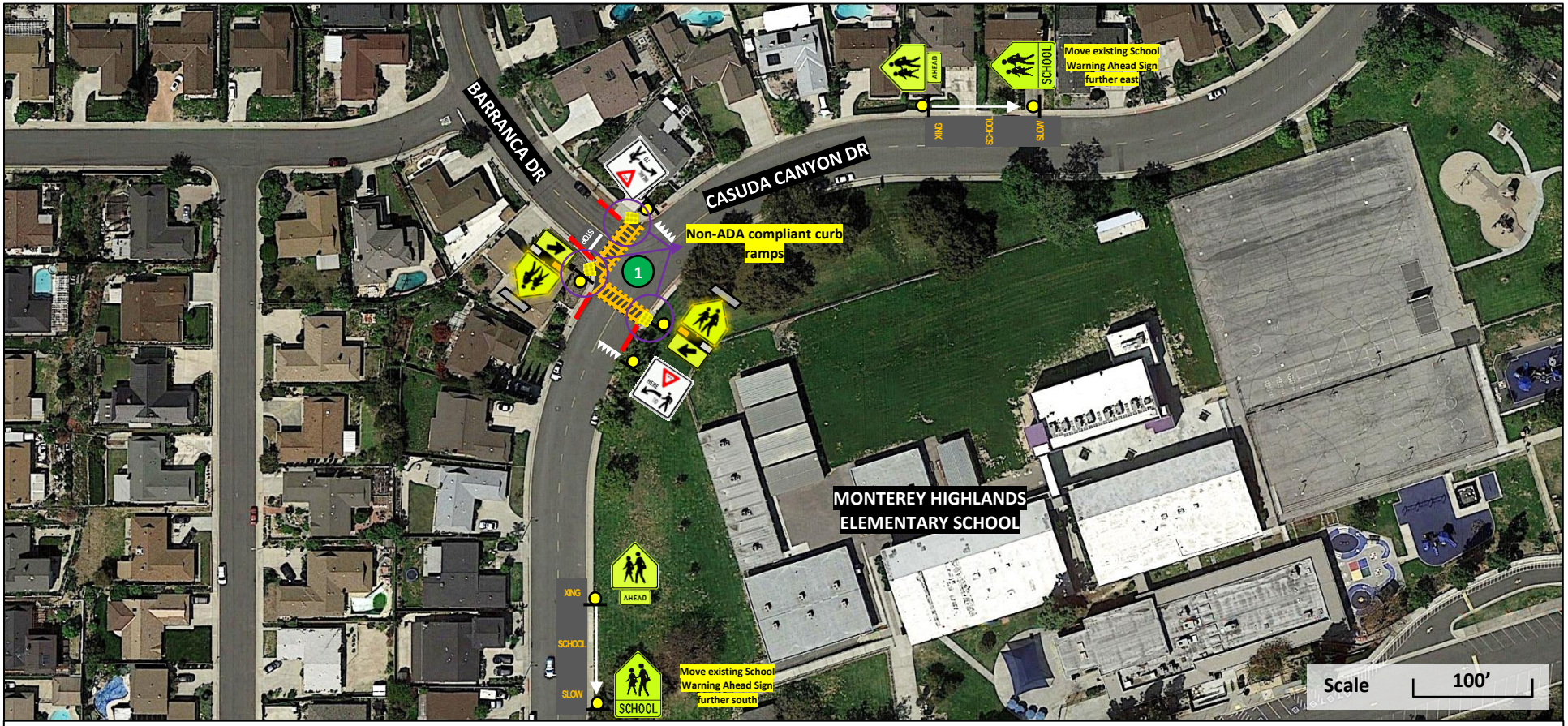
- **A** Monterey Highlands Elementary School
- **B** Brightwood Elementary School
- **C** Robert Hill Lane Elementary School
- **D** Bella Vista Elementary School
- **E** Macy Intermediate School
- **F** Repetto Elementary School
- **G** Ynez Elementary School
- **H** St. Stephen Martyr School

PROJECT LOCATIONS

1. Barranca Dr & Casuda Canyon Dr
2. Hillside St & Sunnyhill Dr
3. Avenida Cesar Chavez & Westcott Ave
4. Schoolside Ave & 1st St
5. Findlay Ave & Markland Dr
6. Findlay Ave S/of Markland Dr
7. Hendricks Ave & Gleason St
8. Gleason St & Via Norte Ave
9. Fernfield Dr & Via Norte Ave
10. Via Norte Ave S/of Fernfield Dr
11. Lupine Ave & E Arlight St
12. Grandridge Ave & Isabella Terrace
13. Grandridge Ave S/of Bradshawe Ave
14. Bradshawe Ave & Grandridge Ave
15. McPherrin Ave & Park Ave
16. Roselyn Pl & S Ramona Ave
17. McPherrin Ave north of Newmark Ave

ATTACHMENT D: Project Map/Plans Showing Existing & Proposed Conditions

LOCATION 1: BARRANCA DR & CASUDA CANYON DR



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EXISTING CONDITIONS

1 Barranca Dr & Casuda Canyon Dr

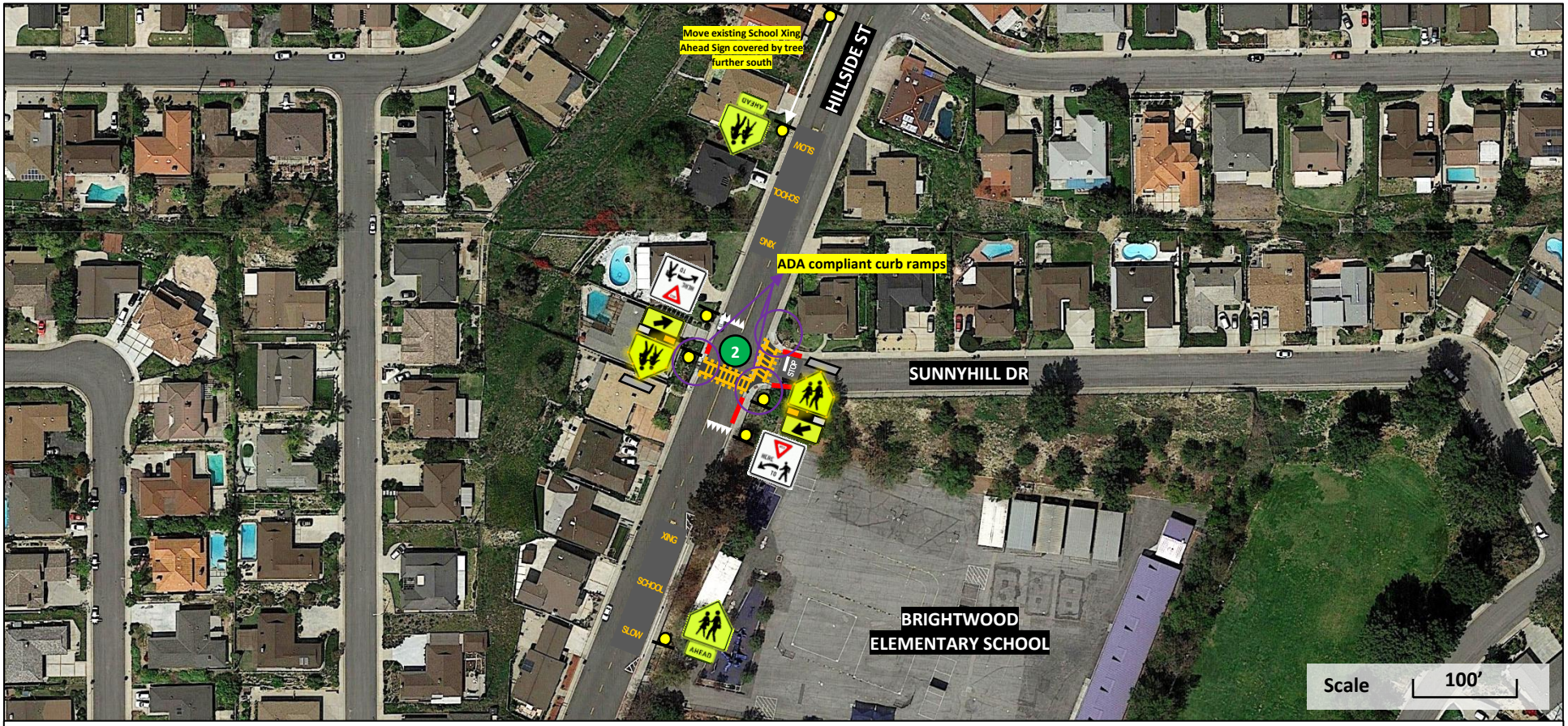
- ✓ STOP Controlled in west leg
- ✓ Uncontrolled in north and south leg
- ✓ Yellow ladder crosswalk in south and west legs
- ✓ "School Warning" signage
- ✓ "School Crosswalk Warning" signage
- ✓ No "School Xing Ahead" signage
- ✓ Yellow "Slow School Xing" pavement legends
- ✓ No "STOP Here for Pedestrian" signage
- ✓ Non-ADA compliant curb ramps
- ✓ 25 mph Speed Limit signage

PROPOSED CONDITIONS

- Ladder Striped Crosswalk in Yellow High Visibility Paint (Spacing of lines selected to avoid wheel path)
- Raised Pavement Markers (RPM)
- Advanced Yield Lines in White Visibility Paint (20 to 50 feet from Crosswalk)
- S1-1 and W16-9P Pedestrian Ahead Signage Approaching the Crosswalk (100 to 200 feet from Crosswalk)
- Solar Powered LED (36x36) Blinking S1-1 Sign (School Crossing) with Rectangular Rapid Flashing Beacon and (24x12) W16-7P Sign (Downward Facing Arrow) with Pedestrian Push Button (All Signs are Double Sided)
- R1-5 Yield Here to Pedestrians Sign
- Construct ADA compliant pedestrian curb ramp and install truncated domes
- Yellow "SLOW SCHOOL XING" Pavement Legend in Highly Reflective Paint (100 to 200 feet from Crosswalk)
- Re-paint faded white "STOP" Pavement Legend and STOP line in High Reflective Paint
- Paint curb in red

ATTACHMENT D: Project Map/Plans Showing Existing & Proposed Conditions

LOCATION 2: HILLSIDE ST & SUNNYHILL DR



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EXISTING CONDITIONS

2 Hillside St & Sunnyhill Dr

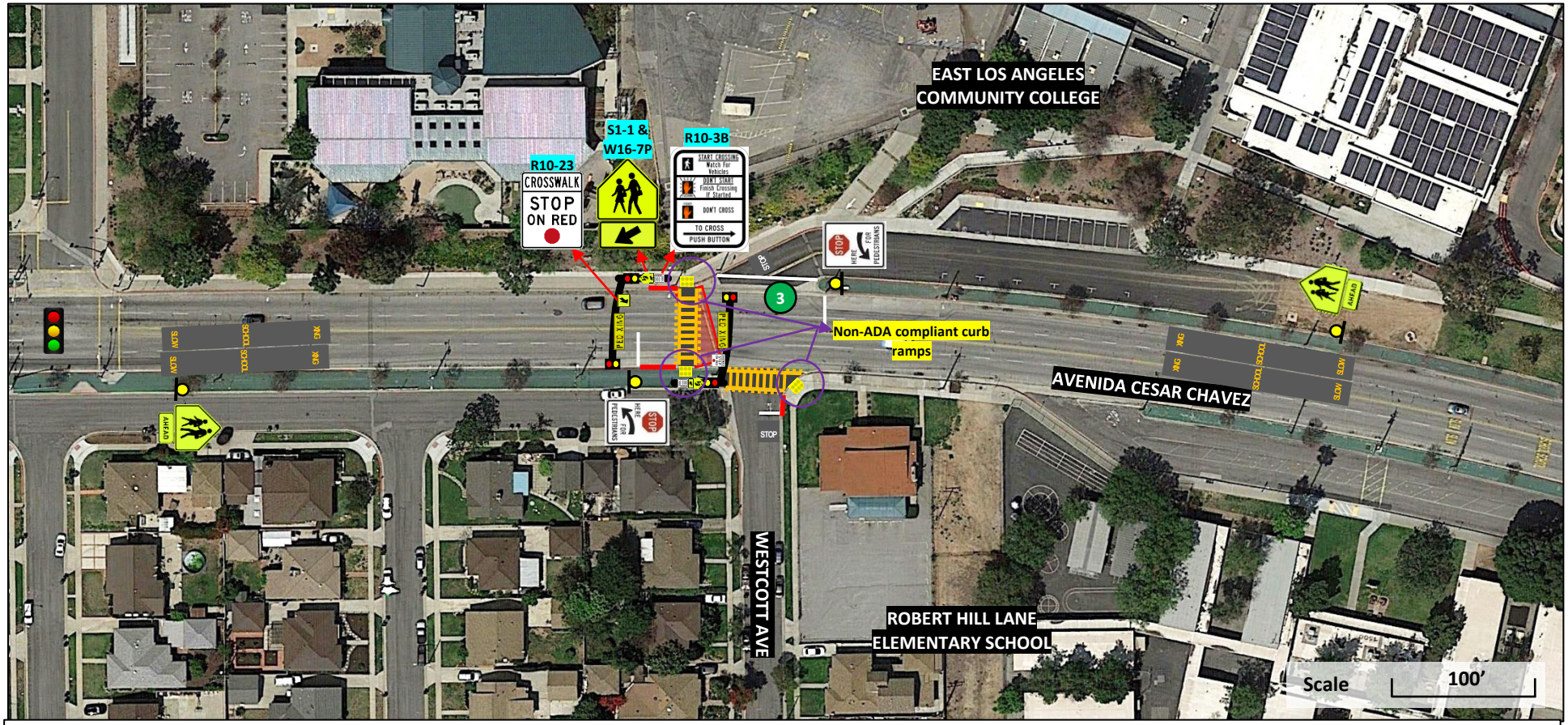
- ✓ STOP Controlled in east leg
- ✓ Uncontrolled in north and south leg
- ✓ Yellow ladder crosswalk in south and east legs
- ✓ "School Crosswalk Warning" signage
- ✓ "School Xing Ahead" signage in NB and SB directions, covered by tree in SB dir.
- ✓ Yellow "Slow School Xing" pavement legends
- ✓ No "STOP Here for Pedestrian" signage
- ✓ ADA compliant curb ramps
- ✓ 25 mph Speed Limit signage in NB direction

PROPOSED CONDITIONS

- Ladder Striped Crosswalk in Yellow High Visibility Paint (Spacing of lines selected to avoid wheel path)
- Raised Pavement Markers (RPM)
- Advanced Yield Lines in White Visibility Paint (20 to 50 feet from Crosswalk)
- S1-1 and W16-9P Pedestrian Ahead Signage Approaching the Crosswalk (100 to 200 feet from Crosswalk)
- Solar Powered LED (36x36) Blinking S1-1 Sign (School Crossing) with Rectangular Rapid Flashing Beacon and (24x12) W16-7P Sign (Downward Facing Arrow) with Pedestrian Push Button (All Signs are Double Sided)
- R1-5 Yield Here to Pedestrians Sign
- Yellow "SLOW SCHOOL XING" Pavement Legend in Highly Reflective Paint (100 to 200 feet from Crosswalk)
- Re-paint faded white "STOP" Pavement Legend and STOP line in High Reflective Paint
- Paint curb in red

ATTACHMENT D: Project Map/Plans Showing Existing & Proposed Conditions

LOCATION 3: AVENIDA CESAR CHAVEZ & WESTCOTT AVE



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EXISTING CONDITIONS

3 Avenida Cesar Chavez & Westcott Ave

- ✓ STOP Controlled in north and south leg
- ✓ Uncontrolled in east and west leg
- ✓ Yellow standard crosswalk in south and west legs
- ✓ "School Warning" signage
- ✓ "School Crosswalk Warning" signage
- ✓ No "School Xing Ahead" signage
- ✓ Yellow "Slow School Xing" pavement legends
- ✓ No "STOP Here for Pedestrian" signage
- ✓ Non-ADA compliant curb ramps
- ✓ 25 mph School Speed Limit signage in WB direction

PROPOSED CONDITIONS

- Ladder Striped Crosswalk in Yellow High Visibility Paint (Spacing of lines selected to avoid wheel path)
- Raised Pavement Markers (RPM)
- Advanced Yield Lines in White Visibility Paint (20 to 50 feet from Crosswalk)
- S1-1 and W16-9P Pedestrian Ahead Signage Approaching the Crosswalk (100 to 200 feet from Crosswalk)
- Overhead Pedestrian Signal with doubled Sided S1-1 Signage with Downward Facing Arrow on each side, R10-3B and R10-23 Signage on existing pedestrian signal
- R1-5C Stop Here for Pedestrians Sign
- Construct ADA compliant pedestrian curb ramp and install truncated domes
- Yellow "SLOW SCHOOL XING" Pavement Legend in Highly Reflective Paint (100 to 200 feet from Crosswalk)
- Re-paint faded white "STOP" Pavement Legend and STOP line in High Reflective Paint
- Paint curb in red
- Straighten out existing crosswalk

ATTACHMENT D: Project Map/Plans Showing Existing & Proposed Conditions

LOCATION 4: SCHOOLSIDE AVE & 1ST ST

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EXISTING CONDITIONS

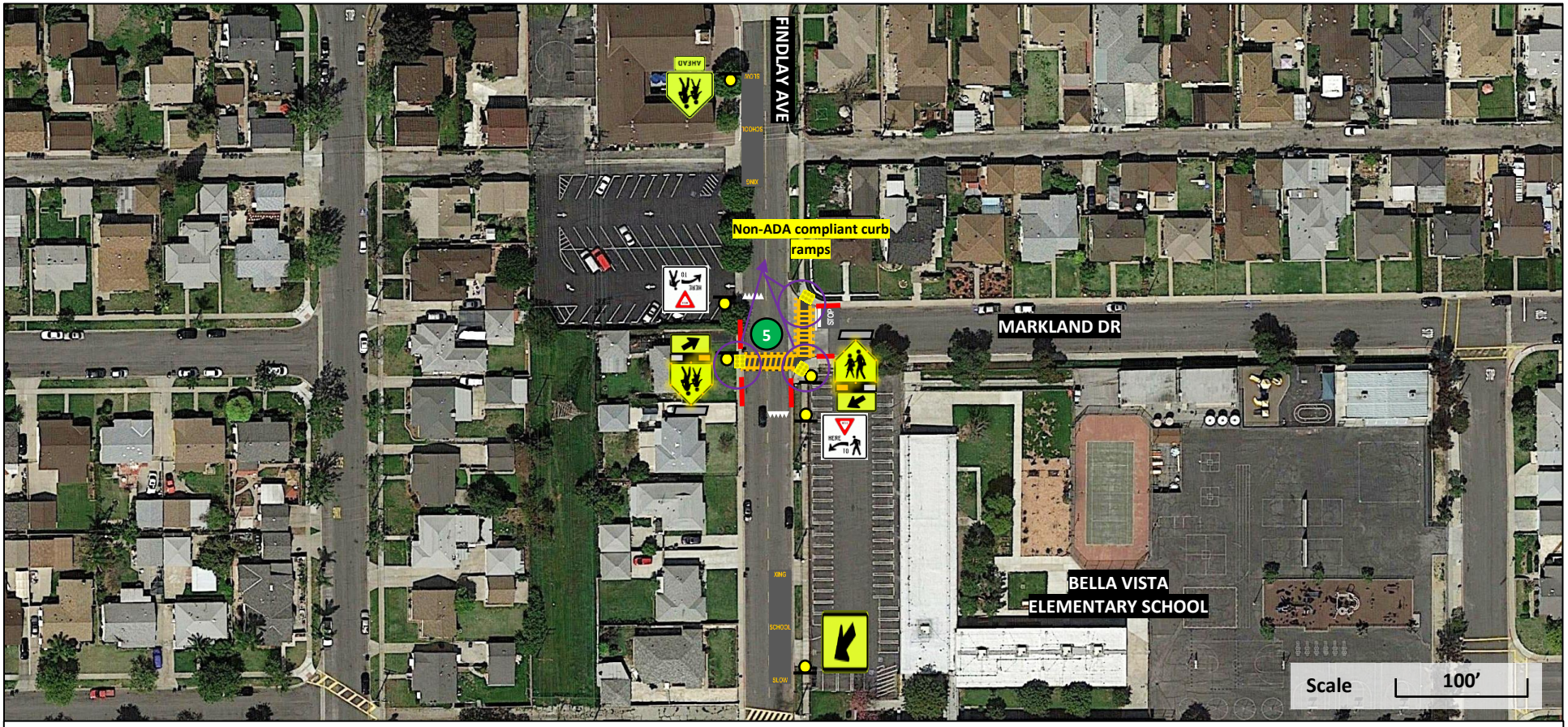
4 Schoolside Ave & 1st St

- ✓ STOP Controlled in north leg
- ✓ Uncontrolled in east and west leg
- ✓ White ladder crosswalk in west leg
- ✓ "School Crosswalk Warning" signage
- ✓ "School Xing Ahead" signage
- ✓ White "Ped Xing" pavement legends
- ✓ No "STOP Here for Pedestrian" signage
- ✓ Non-ADA compliant curb ramps
- ✓ 35 mph Speed Limit signage in EB direction

PROPOSED CONDITIONS

- Ladder Striped Crosswalk in Yellow High Visibility Paint (Spacing of lines selected to avoid wheel path)
- Raised Pavement Markers (RPM)
- Advanced Yield Lines in White Visibility Paint (20 to 50 feet from Crosswalk)
- S1-1 and W16-9P Pedestrian Ahead Signage Approaching the Crosswalk (100 to 200 feet from Crosswalk)
- Overhead Pedestrian Signal with doubled Sided S1-1 Signage with Downward Facing Arrow on each side, R10-3B and R10-23 Signage on existing pedestrian signal
- R1-5C Stop Here for Pedestrians Sign
- Construct ADA compliant pedestrian curb ramp and install truncated domes
- Yellow "SLOW SCHOOL XING" Pavement Legend in Highly Reflective Paint (100 to 200 feet from Crosswalk)
- Re-paint faded white "STOP" Pavement Legend and STOP line in High Reflective Paint
- Paint curb in red

LOCATION 5: FINDLAY AVE & MARKLAND DR



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EXISTING CONDITIONS

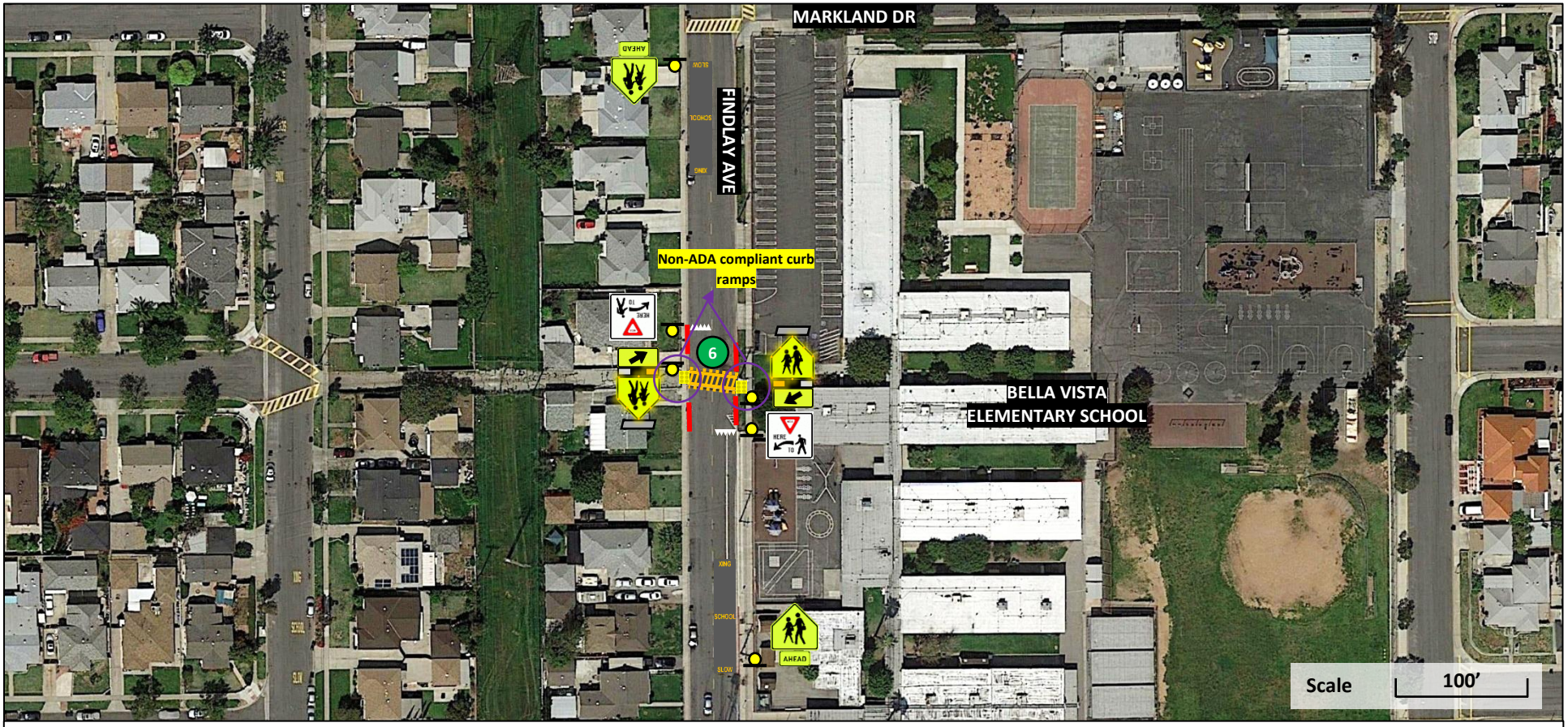
5 Findlay Ave & Markland Dr

- ✓ STOP Controlled in east leg
- ✓ Uncontrolled in north and south leg
- ✓ Yellow ladder crosswalk in south and east legs
- ✓ "School Warning" signage
- ✓ "School Crosswalk Warning" signage, sign in SB direction covered by tree
- ✓ No "School Xing Ahead" signage
- ✓ Yellow "Slow School Xing" pavement legends in SB direction only
- ✓ No "STOP Here for Pedestrian" signage
- ✓ Non-ADA compliant curb ramps
- ✓ 25 mph School Speed Limit signage (SB)

PROPOSED CONDITIONS

- Ladder Striped Crosswalk in Yellow High Visibility Paint (Spacing of lines selected to avoid wheel path)
- Raised Pavement Markers (RPM)
- Advanced Yield Lines in White Visibility Paint (20 to 50 feet from Crosswalk)
- S1-1 and W16-9P Pedestrian Ahead Signage Approaching the Crosswalk (100 to 200 feet from Crosswalk)
- Solar Powered LED (36x36) Blinking S1-1 Sign (School Crossing) with Rectangular Rapid Flashing Beacon and (24x12) W16-7P Sign (Downward Facing Arrow) with Pedestrian Push Button (All Signs are Double Sided)
- R1-5 Yield Here to Pedestrians Sign
- Construct ADA compliant pedestrian curb ramp and install truncated domes
- Yellow "SLOW SCHOOL XING" Pavement Legend in Highly Reflective Paint (100 to 200 feet from Crosswalk)
- Re-paint faded white "STOP" Pavement Legend and STOP line in High Reflective Paint
- Paint curb in red

LOCATION 6: FINDLAY AVE SOUTH OF MARKLAND DR



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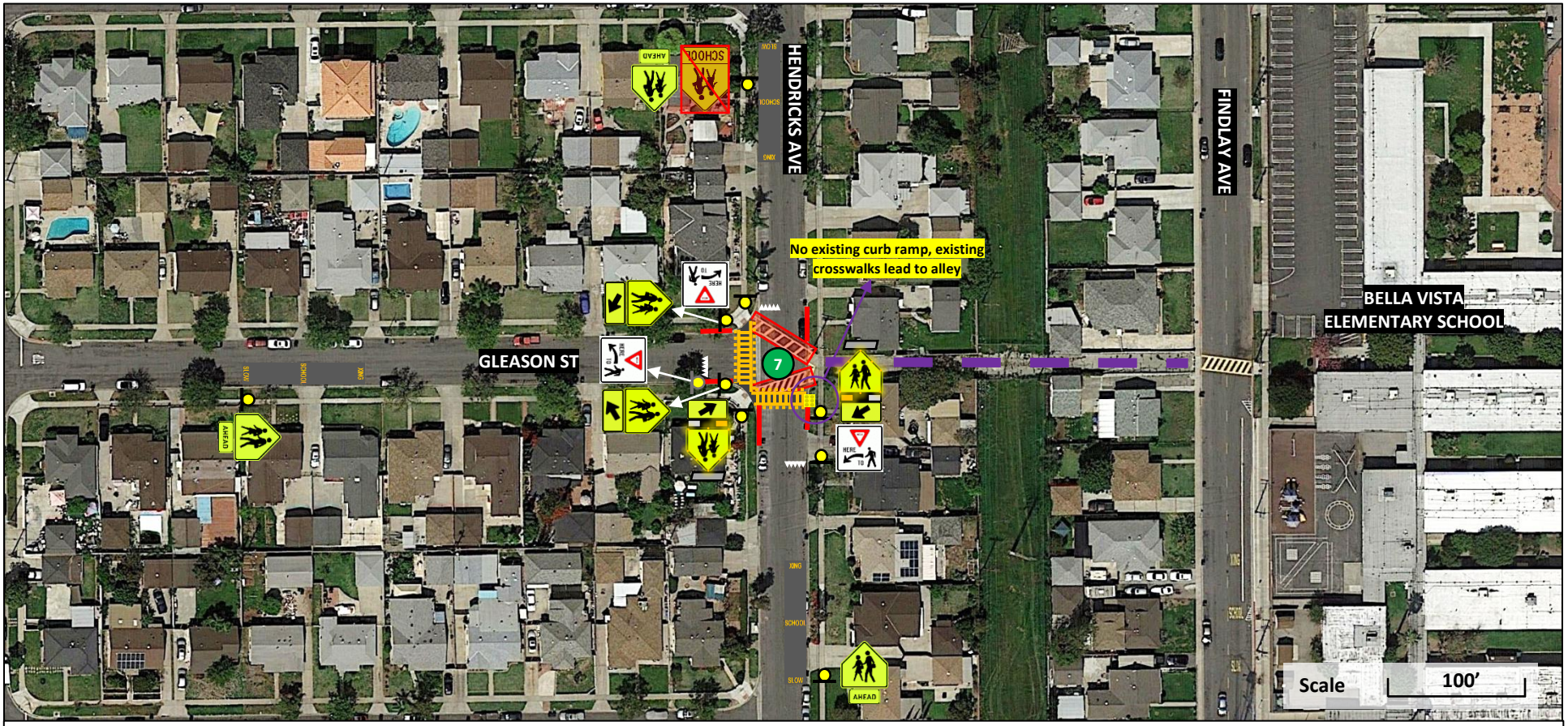
EXISTING CONDITIONS

6 Findlay Ave south of Markland Dr

- ✓ Midblock uncontrolled yellow ladder crosswalk
- ✓ "School Warning" signage
- ✓ "School Crosswalk Warning" signage
- ✓ No "School Xing Ahead" signage
- ✓ Yellow "Slow School Xing" pavement legends in NB direction only
- ✓ No "STOP Here for Pedestrian" signage
- ✓ Non-ADA compliant curb ramps
- ✓ 25 mph School Speed Limit signage (SB)

PROPOSED CONDITIONS

- Ladder Striped Crosswalk in Yellow High Visibility Paint (Spacing of lines selected to avoid wheel path)
- Raised Pavement Markers (RPM)
- Advanced Yield Lines in White Visibility Paint (20 to 50 feet from Crosswalk)
- S1-1 and W16-9P Pedestrian Ahead Signage Approaching the Crosswalk (100 to 200 feet from Crosswalk)
- Solar Powered LED (36x36) Blinking S1-1 Sign (School Crossing) with Rectangular Rapid Flashing Beacon and (24x12) W16-7P Sign (Downward Facing Arrow) with Pedestrian Push Button (All Signs are Double Sided)
- R1-5 Yield Here to Pedestrians Sign
- Construct ADA compliant pedestrian curb ramp and install truncated domes
- Yellow "SLOW SCHOOL XING" Pavement Legend in Highly Reflective Paint (100 to 200 feet from Crosswalk)
- Re-paint faded white "STOP" Pavement Legend and STOP line in High Reflective Paint
- Paint curb in red



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EXISTING CONDITIONS

7 Hendricks Ave & Gleason St

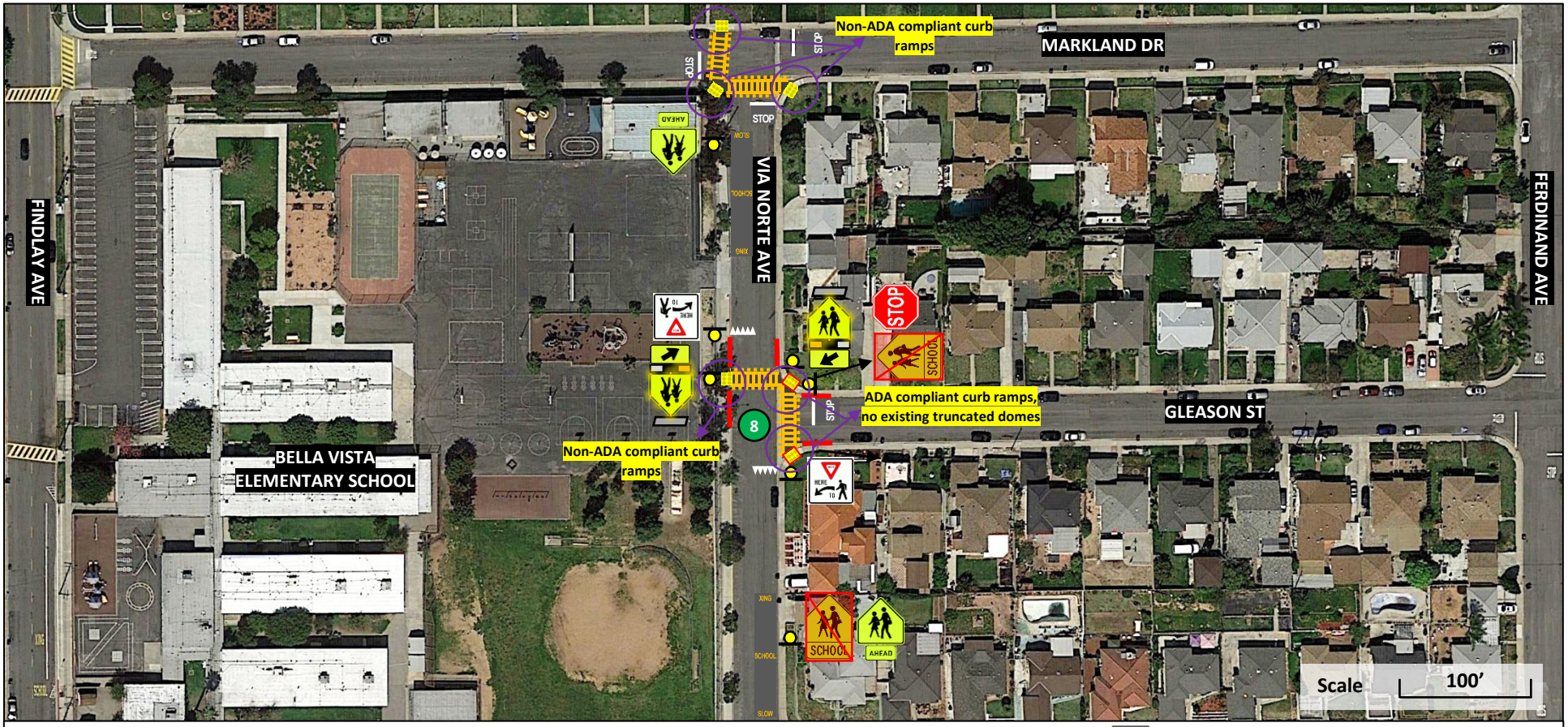
- ✓ Uncontrolled intersection
- ✓ Yellow ladder crosswalk in north and south legs angled to meet on the east side leading to alley accessible to pedestrians only
- ✓ "School Warning" signage (SB)
- ✓ Non-standard MUTCD "School Crosswalk Warning" signage
- ✓ No "School Xing Ahead" signage
- ✓ Yellow "Slow School Xing" pavement legends
- ✓ No "STOP Here for Pedestrian" signage
- ✓ Non-ADA compliant curb ramps
- ✓ 25 mph Speed Limit signage (NB)

PROPOSED CONDITIONS

- Ladder Striped Crosswalk in Yellow High Visibility Paint (Spacing of lines selected to avoid wheel path)
- Raised Pavement Markers (RPM)
- Advanced Yield Lines in White Visibility Paint (20 to 50 feet from Crosswalk)
- S1-1 and W16-9P Pedestrian Ahead Signage Approaching the Crosswalk (100 to 200 feet from Crosswalk)
- Solar Powered LED (36x36) Blinking S1-1 Sign (School Crossing) with Rectangular Rapid Flashing Beacon and (24x12) W16-7P Sign (Downward Facing Arrow) with Pedestrian Push Button (All Signs are Double Sided)
- R1-5 Yield Here to Pedestrians Sign
- Construct ADA compliant pedestrian curb ramp and install truncated domes
- Yellow "SLOW SCHOOL XING" Pavement Legend in Highly Reflective Paint (100 to 200 feet from Crosswalk)
- Re-paint faded white "STOP" Pavement Legend and STOP line in High Reflective Paint
- Paint curb in red
- Remove existing School Warning SW24-1 signage
- Remove existing uncontrolled crosswalk
- Alley ped and bike path from Hendricks Ave to Findlay Ave

ATTACHMENT D: Project Map/Plans Showing Existing & Proposed Conditions

LOCATION 8: GLEASON ST & VIA NORTE AVE



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EXISTING CONDITIONS

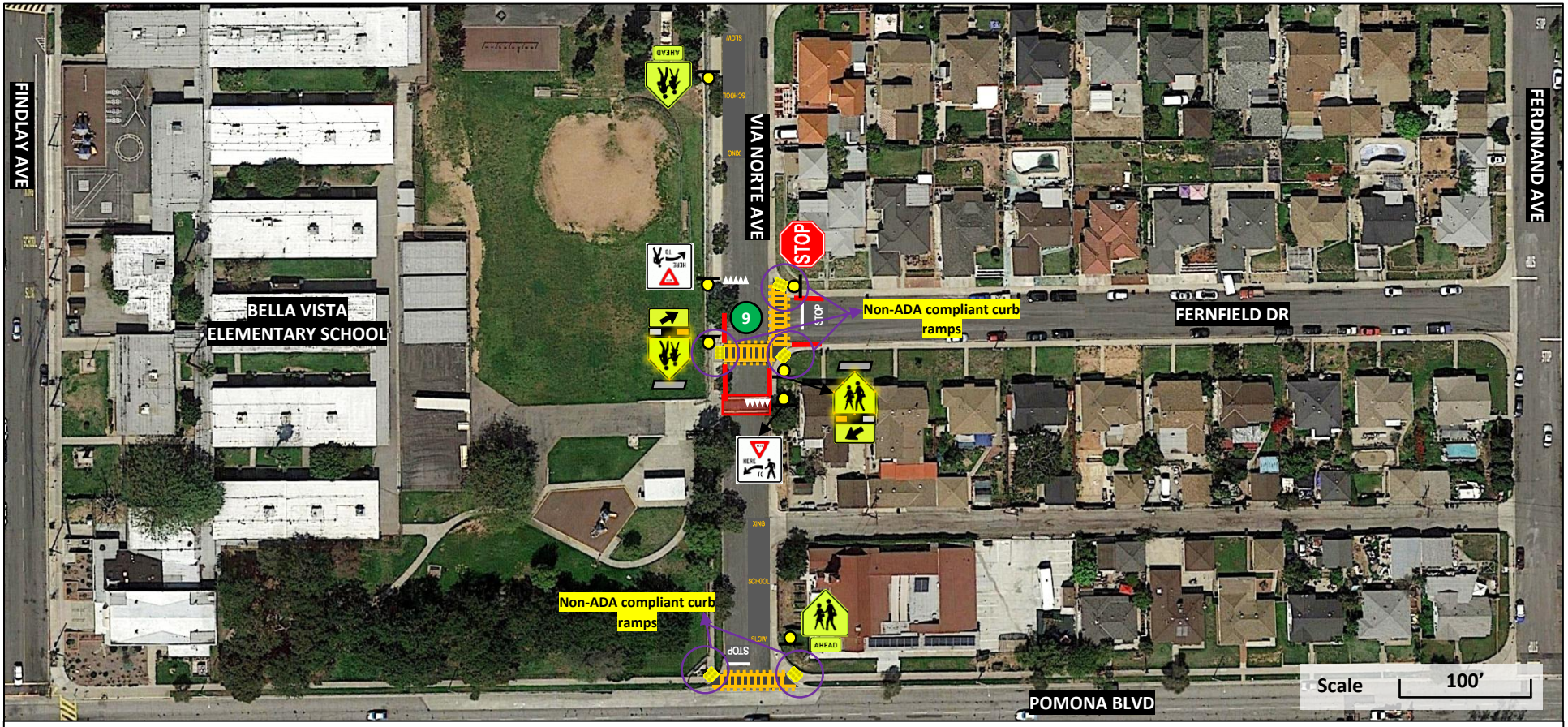
8 Gleason St & Via Norte Ave

- ✓ Uncontrolled intersection
- ✓ Yellow standard crosswalk in north and east legs
- ✓ Faded "School Warning" signage, NB and WB direction
- ✓ "School Crosswalk Warning" signage, SB direction 35-feet from crosswalk
- ✓ No "School Xing Ahead" signage
- ✓ No "Slow School Xing" pavement legends
- ✓ No "STOP Here for Pedestrian" signage
- ✓ Non-ADA compliant curb ramps

PROPOSED CONDITIONS

- Ladder Striped Crosswalk in Yellow High Visibility Paint (Spacing of lines selected to avoid wheel path)
- Raised Pavement Markers (RPM)
- Advanced Yield Lines in White Visibility Paint (20 to 50 feet from Crosswalk)
- S1-1 and W16-9P Pedestrian Ahead Signage Approaching the Crosswalk (100 to 200 feet from Crosswalk)
- Solar Powered LED (36x36) Blinking S1-1 Sign (School Crossing) with Rectangular Rapid Flashing Beacon and (24x12) W16-7P Sign (Downward Facing Arrow) with Pedestrian Push Button (All Signs are Double Sided)
- R1-5 Yield Here to Pedestrians Sign
- Construct ADA compliant pedestrian curb ramp and install truncated domes
- Install truncated domes
- Yellow "SLOW SCHOOL XING" Pavement Legend in Highly Reflective Paint (100 to 200 feet from Crosswalk)
- White "STOP" Pavement Legend and STOP line in High Reflective Paint
- Paint curb in red
- Remove existing SW24-1 School Warning signage
- Install R1-1 STOP sign on east leg

LOCATION 9: FERNFIELD DR & VIA NORTE AVE



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EXISTING CONDITIONS

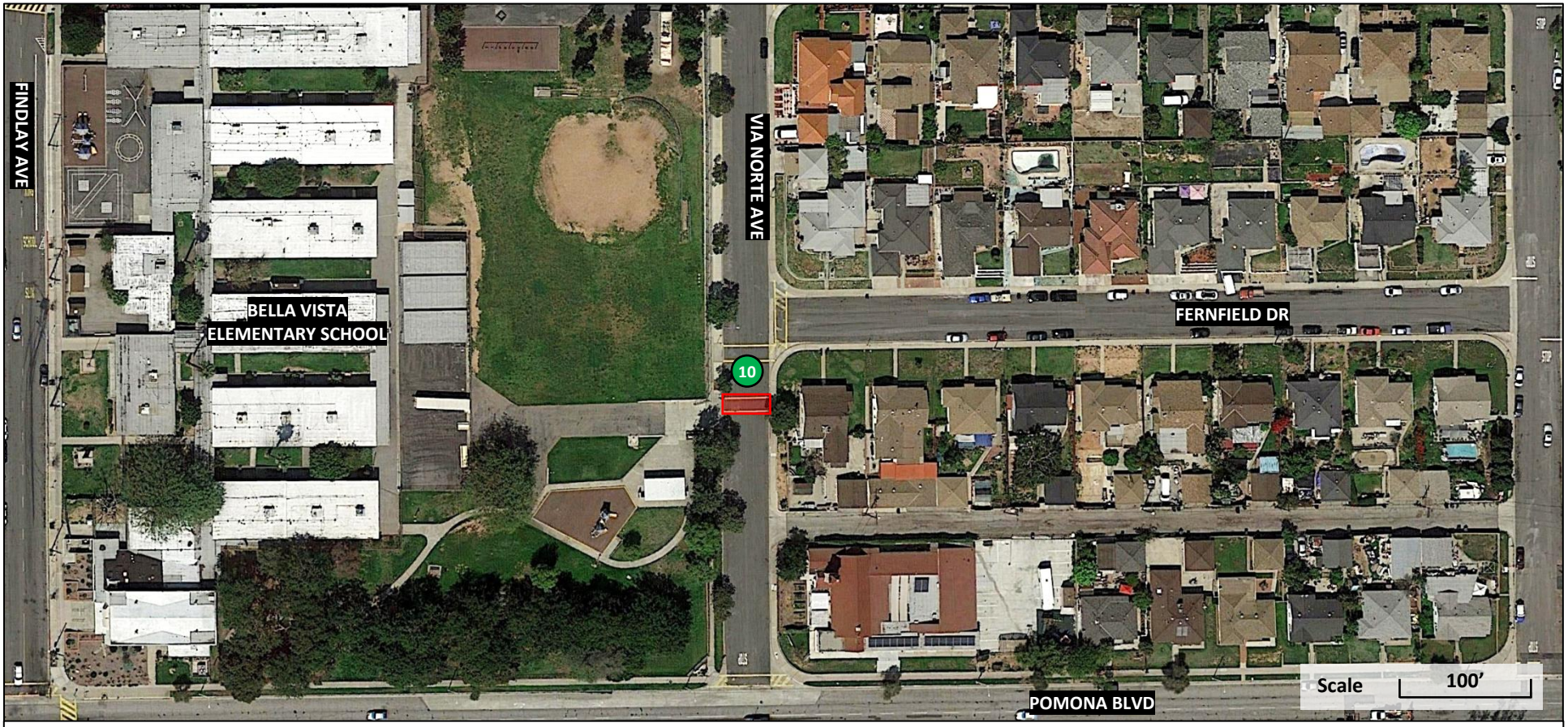
9 Fernfield Dr & Via Norte Ave

- ✓ Uncontrolled intersection
- ✓ Yellow standard crosswalk in north and east legs
- ✓ "School Crosswalk Warning" signage, SB direction covered by tree
- ✓ No "School Xing Ahead" signage
- ✓ No "Slow School Xing" pavement legends
- ✓ No "STOP Here for Pedestrian" signage
- ✓ Non-ADA compliant curb ramps

PROPOSED CONDITIONS

- Ladder Striped Crosswalk in Yellow High Visibility Paint (Spacing of lines selected to avoid wheel path)
- Raised Pavement Markers (RPM)
- Advanced Yield Lines in White Visibility Paint (20 to 50 feet from Crosswalk)
- S1-1 and W16-9P Pedestrian Ahead Signage Approaching the Crosswalk (100 to 200 feet from Crosswalk)
- Solar Powered LED (36x36) Blinking S1-1 Sign (School Crossing) with Rectangular Rapid Flashing Beacon and (24x12) W16-7P Sign (Downward Facing Arrow) with Pedestrian Push Button (All Signs are Double Sided)
- R1-5 Yield Here to Pedestrians Sign
- Construct ADA compliant pedestrian curb ramp and install truncated domes
- Yellow "SLOW SCHOOL XING" Pavement Legend in Highly Reflective Paint (100 to 200 feet from Crosswalk)
- White "STOP" Pavement Legend and STOP line in High Reflective Paint
- Paint curb in red
- Install R1-1 STOP sign on east leg
- Remove existing crosswalk approximately 30-ft south of crosswalk in south leg of Via Norte Ave and Fernfield Dr

LOCATION 10: VIA NORTE AVE SOUTH OF FERNFIELD DR



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EXISTING CONDITIONS

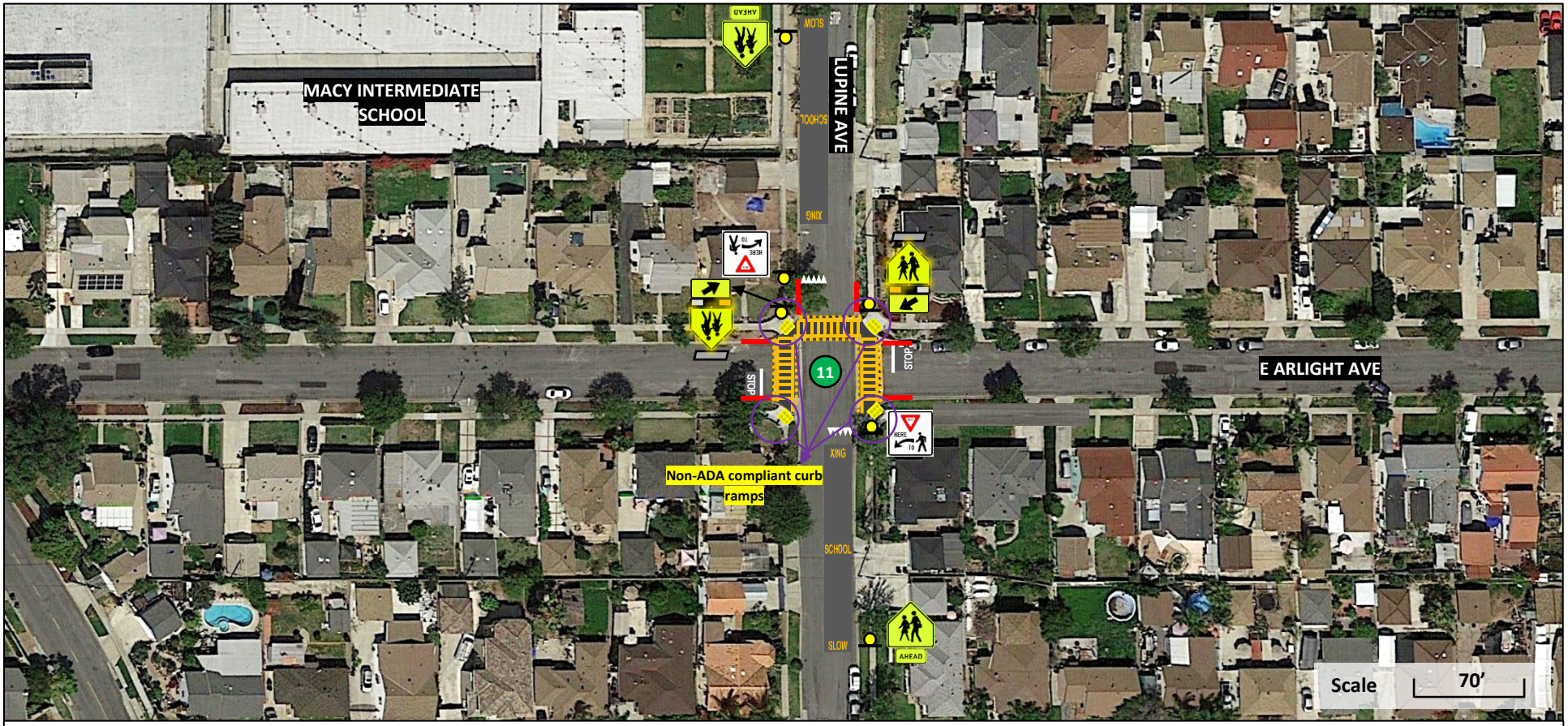
10 Via Norte Ave south of Fernfield Dr

- ✓ Uncontrolled midblock crosswalk
- ✓ Yellow standard crosswalk
- ✓ Lead to driveway on the west side
- ✓ No "School Crosswalk Warning" signage
- ✓ No "School Xing Ahead" signage
- ✓ No "Slow School Xing" pavement legends
- ✓ No "STOP Here for Pedestrian" signage
- ✓ Non-ADA compliant curb ramps

PROPOSED CONDITIONS

Remove existing midblock uncontrolled crosswalk approximately 30-feet south of existing uncontrolled crosswalk in south leg of Via Norte Ave and Ferfield Dr intersection

LOCATION 11: LUPINE AVE & E ARLIGHT ST



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EXISTING CONDITIONS

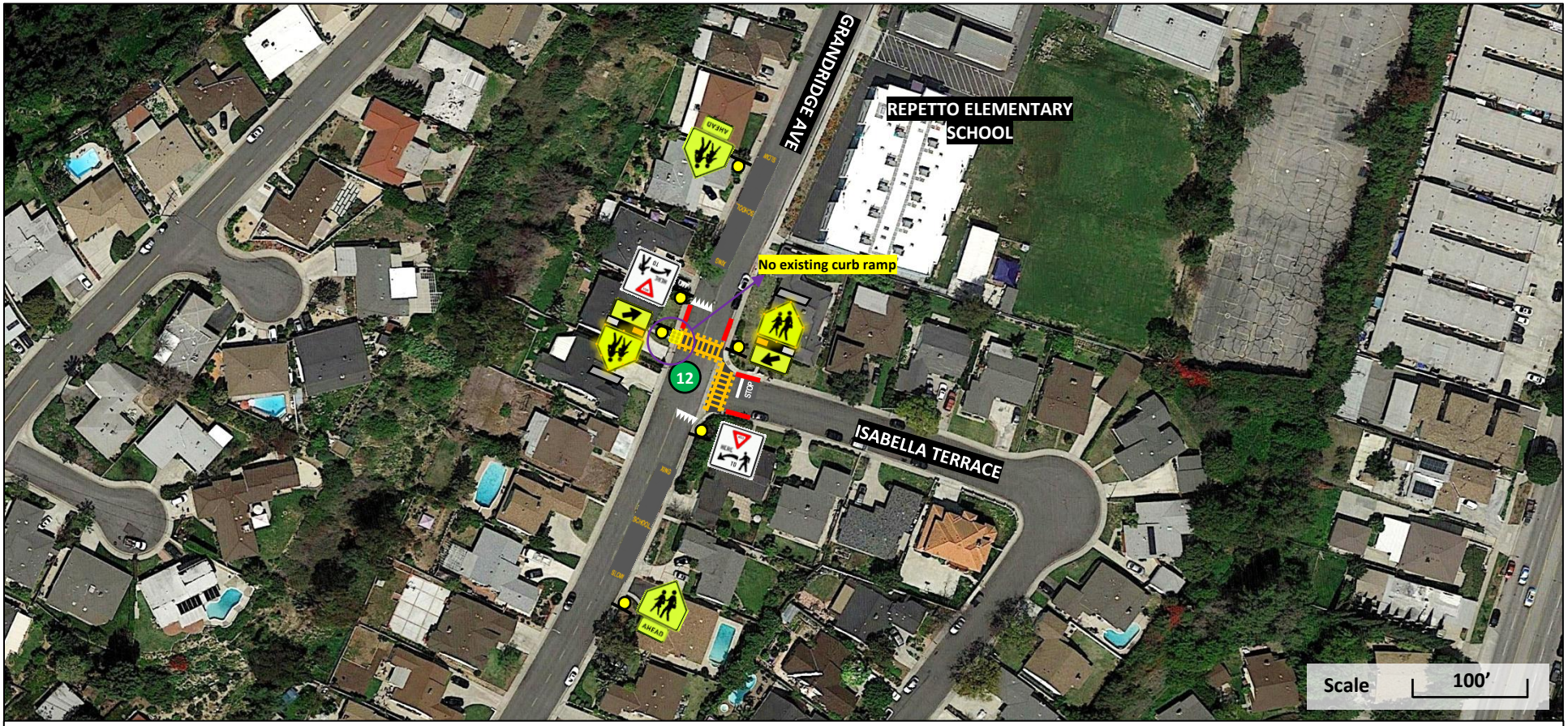
11 Lupine Ave & E Arlight St

- ✓ STOP Controlled in east and west leg
- ✓ Uncontrolled in north and south leg
- ✓ Yellow ladder crosswalk in north, east, and west legs
- ✓ "School Crosswalk Warning" signage
- ✓ Faded "School Xing Ahead" signage
- ✓ Faded "Slow School Xing" pavement legends
- ✓ No "STOP Here for Pedestrian" signage
- ✓ Non-ADA compliant curb ramps

PROPOSED CONDITIONS

- Ladder Striped Crosswalk in Yellow High Visibility Paint (Spacing of lines selected to avoid wheel path)
- Raised Pavement Markers (RPM)
- Advanced Yield Lines in White Visibility Paint (20 to 50 feet from Crosswalk)
- S1-1 and W16-9P Pedestrian Ahead Signage Approaching the Crosswalk (100 to 200 feet from Crosswalk)
- Solar Powered LED (36x36) Blinking S1-1 Sign (School Crossing) with Rectangular Rapid Flashing Beacon and (24x12) W16-7P Sign (Downward Facing Arrow) with Pedestrian Push Button (All Signs are Double Sided)
- R1-5 Yield Here to Pedestrians Sign
- Construct ADA compliant pedestrian curb ramp and install truncated domes
- Yellow "SLOW SCHOOL XING" Pavement Legend in Highly Reflective Paint (100 to 200 feet from Crosswalk)
- Re-paint faded white "STOP" Pavement Legend and STOP line in High Reflective Paint
- Paint curb in red
- Double Sided S1-1 (36"x36") Signage (School Crosswalk Warning) with Downward Facing Arrow toward the Crosswalk

LOCATION 12: GRANDRIDGE AVE & ISABELLA TERRACE



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EXISTING CONDITIONS

12 Grandridge Ave & Isabella Terrace

- ✓ STOP Controlled in east leg
- ✓ Uncontrolled in north and south leg
- ✓ Yellow ladder crosswalk in north and east legs
- ✓ "School Crosswalk Warning" signage
- ✓ "School Xing Ahead" signage
- ✓ Yellow "Slow School Xing" pavement legends
- ✓ No "STOP Here for Pedestrian" signage
- ✓ Non-ADA compliant curb ramps

PROPOSED CONDITIONS

- Ladder Striped Crosswalk in Yellow High Visibility Paint (Spacing of lines selected to avoid wheel path)
- Raised Pavement Markers (RPM)
- Advanced Yield Lines in White Visibility Paint (20 to 50 feet from Crosswalk)
- S1-1 and W16-9P Pedestrian Ahead Signage Approaching the Crosswalk (100 to 200 feet from Crosswalk)
- Solar Powered LED (36x36) Blinking S1-1 Sign (School Crossing) with Rectangular Rapid Flashing Beacon and (24x12) W16-7P Sign (Downward Facing Arrow) with Pedestrian Push Button (All Signs are Double Sided)
- R1-5 Yield Here to Pedestrians Sign
- Construct ADA compliant pedestrian curb ramp and install truncated domes
- Yellow "SLOW SCHOOL XING" Pavement Legend in Highly Reflective Paint (100 to 200 feet from Crosswalk)
- Re-paint faded white "STOP" Pavement Legend and STOP line in High Reflective Paint
- Paint curb in red

LOCATION 13: GRANDRIDGE AVE SOUTH OF BRADSHAWE AVE

N

EXISTING CONDITIONS

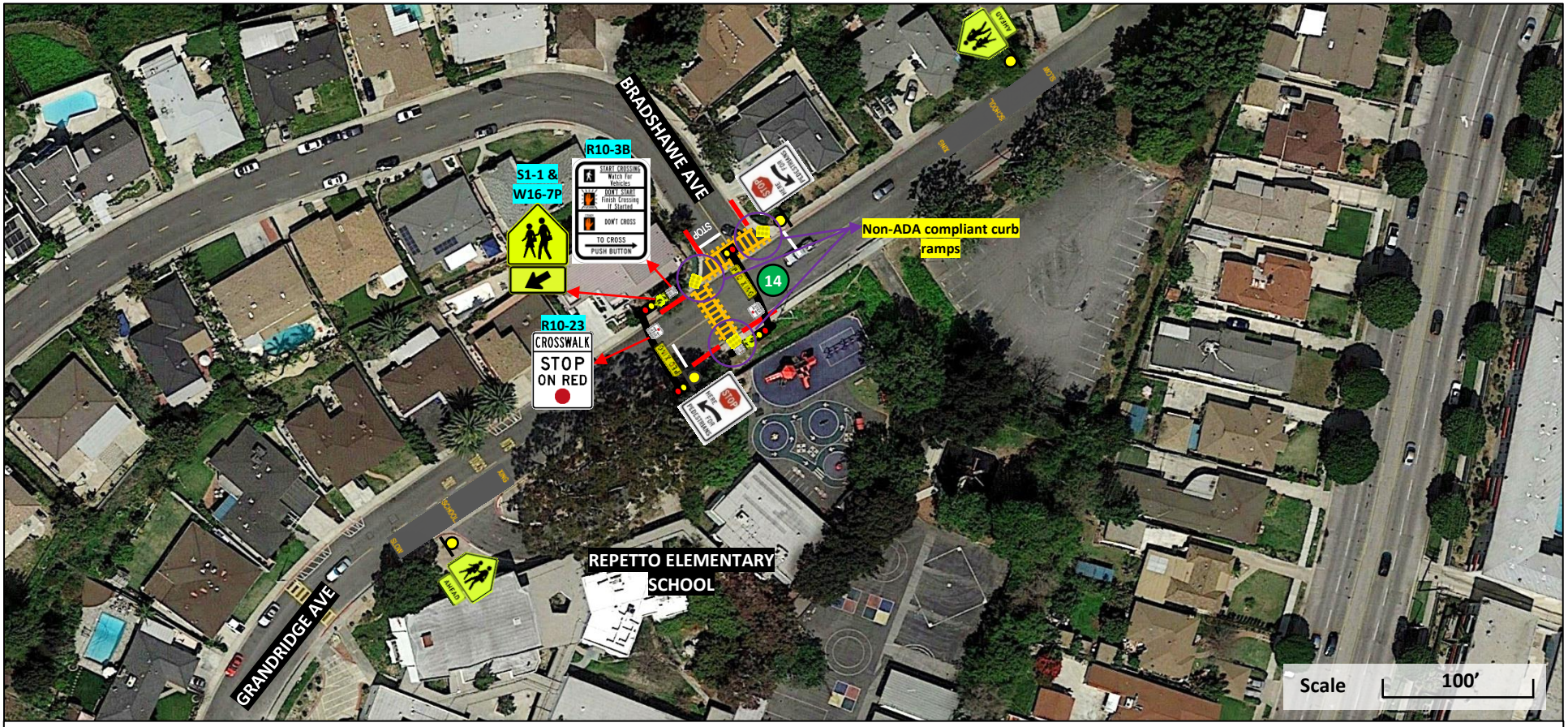
13 Grandridge Ave south of Bradshawe Ave

- ✓ Midblock uncontrolled yellow ladder crosswalk
- ✓ "School Crosswalk Warning" signage
- ✓ "School Xing Ahead" signage for NB direction only
- ✓ "Slow School Xing" pavement legends
- ✓ No "STOP Here for Pedestrian" signage
- ✓ Non-ADA compliant curb ramps
- ✓ 25 mph Speed Limit signage
- ✓ Your Speed device for NB direction

PROPOSED CONDITIONS

- Ladder Striped Crosswalk in Yellow High Visibility Paint (Spacing of lines selected to avoid wheel path)
- Raised Pavement Markers (RPM)
- Advanced Yield Lines in White Visibility Paint (20 to 50 feet from Crosswalk)
- S1-1 and W16-9P Pedestrian Ahead Signage Approaching the Crosswalk (100 to 200 feet from Crosswalk)
- Solar Powered LED (36x36) Blinking S1-1 Sign (School Crossing) with Rectangular Rapid Flashing Beacon and (24x12) W16-7P Sign (Downward Facing Arrow) with Pedestrian Push Button (All Signs are Double Sided)
- R1-5 Yield Here to Pedestrians Sign
- Construct ADA compliant pedestrian curb ramp and install truncated domes
- Yellow "SLOW SCHOOL XING" Pavement Legend in Highly Reflective Paint (100 to 200 feet from Crosswalk)
- Paint curb in red

LOCATION 14: BRADSHAWE AVE & GRANDRIDGE AVE



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EXISTING CONDITIONS

14 Bradshawe Ave & Grandridge Ave

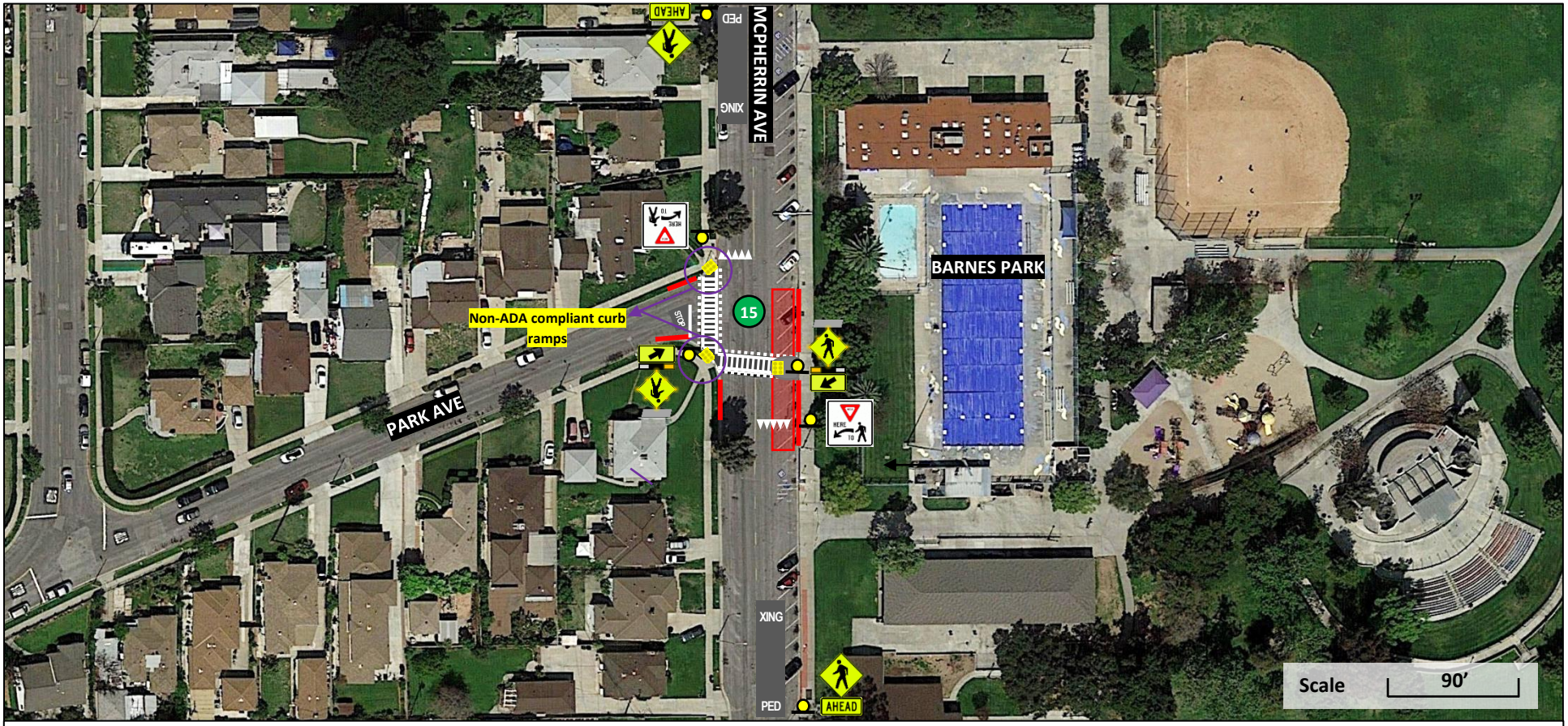
- ✓ STOP Controlled in west leg
- ✓ Uncontrolled in north and south leg
- ✓ Yellow ladder crosswalk in south and west legs
- ✓ "School Crosswalk Warning" signage
- ✓ "School Xing Ahead" signage for SB direction only
- ✓ "Slow School Xing" pavement legends
- ✓ No "STOP Here for Pedestrian" signage
- ✓ Non-ADA compliant curb ramps
- ✓ 25 mph Speed Limit signage
- ✓ Your Speed device for SB direction
- ✓ School Crossing Guard
- ✓ On hill and curve
- ✓ Bus pick-up/drop-pff along Grandridge Ave

PROPOSED CONDITIONS

- Ladder Striped Crosswalk in Yellow High Visibility Paint (Spacing of lines selected to avoid wheel path)
- Raised Pavement Markers (RPM)
- Advanced Yield Lines in White Visibility Paint (20 to 50 feet from Crosswalk)
- S1-1 and W16-9P Pedestrian Ahead Signage Approaching the Crosswalk (100 to 200 feet from Crosswalk)
- Overhead Pedestrian Signal with doubled Sided S1-1 Signage with Downward Facing Arrow on each side, R10-3B and R10-23 Signage on existing pedestrian signal
- R1-5C Stop Here for Pedestrians Sign
- Construct ADA compliant pedestrian curb ramp and install truncated domes
- Yellow "SLOW SCHOOL XING" Pavement Legend in Highly Reflective Paint (100 to 200 feet from Crosswalk)
- Re-paint faded white "STOP" Pavement Legend and STOP line in High Reflective Paint
- Paint curb in red

ATTACHMENT D: Project Map/Plans Showing Existing & Proposed Conditions

LOCATION 15: MCPHERRIN AVE & PARK AVE



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EXISTING CONDITIONS

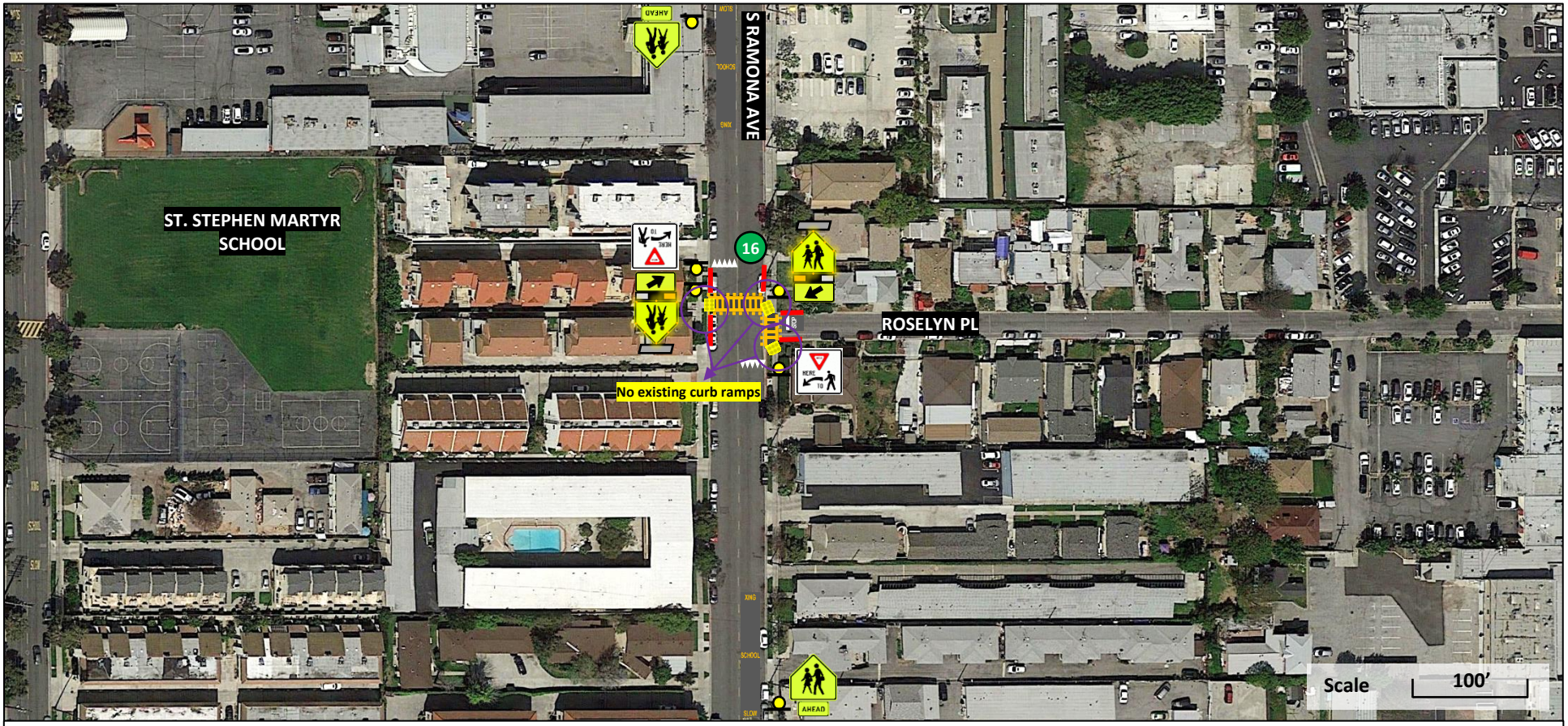
15 McPherrin Ave & Park Ave

- ✓ STOP Controlled in west leg
- ✓ Uncontrolled in north and south leg
- ✓ Yellow ladder crosswalk in south leg leads to parking spaces on east side
- ✓ No "Pedestrian Crosswalk Warning" signage
- ✓ No "Pedestrain Xing Ahead" signage
- ✓ No "Ped Xing" pavement legends
- ✓ No "STOP Here for Pedestrian" signage
- ✓ Non-ADA compliant curb ramps
- ✓ 25 mph Speed Limit signage

PROPOSED CONDITIONS

- Ladder Striped Crosswalk in White High Visibility Paint (Spacing of lines selected to avoid wheel path)
- Raised Pavement Markers (RPM)
- Advanced Yield Lines in White Visibility Paint (20 to 50 feet from Crosswalk)
- W11-2 and W16-9P Pedestrian Ahead Signage Approaching the Crosswalk (100 to 200 feet from Crosswalk)
- Solar Powered LED (36x36) Blinking W11-2 Sign (Pedestrian Crossing) with Rectangular Rapid Flashing Beacon and (24x12) W16-7P Sign (Downward Facing Arrow) with Pedestrian Push Button (All Signs are Double Sided)
- R1-5 Yield Here to Pedestrians Sign
- Construct ADA compliant pedestrian curb ramp and install truncated domes
- White "PED XING" Pavement Legend in Highly Reflective Paint (100 to 200 feet from Crosswalk)
- Re-paint faded white "STOP" Pavement Legend and STOP line in White High Reflective Paint
- Remove existing parking spaces (6 total) and install Bulb-Out with Pedestrian Curb Ramp
- Paint curb in red

LOCATION 16: ROSELYN PL & S RAMONA AVE



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EXISTING CONDITIONS

16 Roselyn Pl & S Ramona Ave

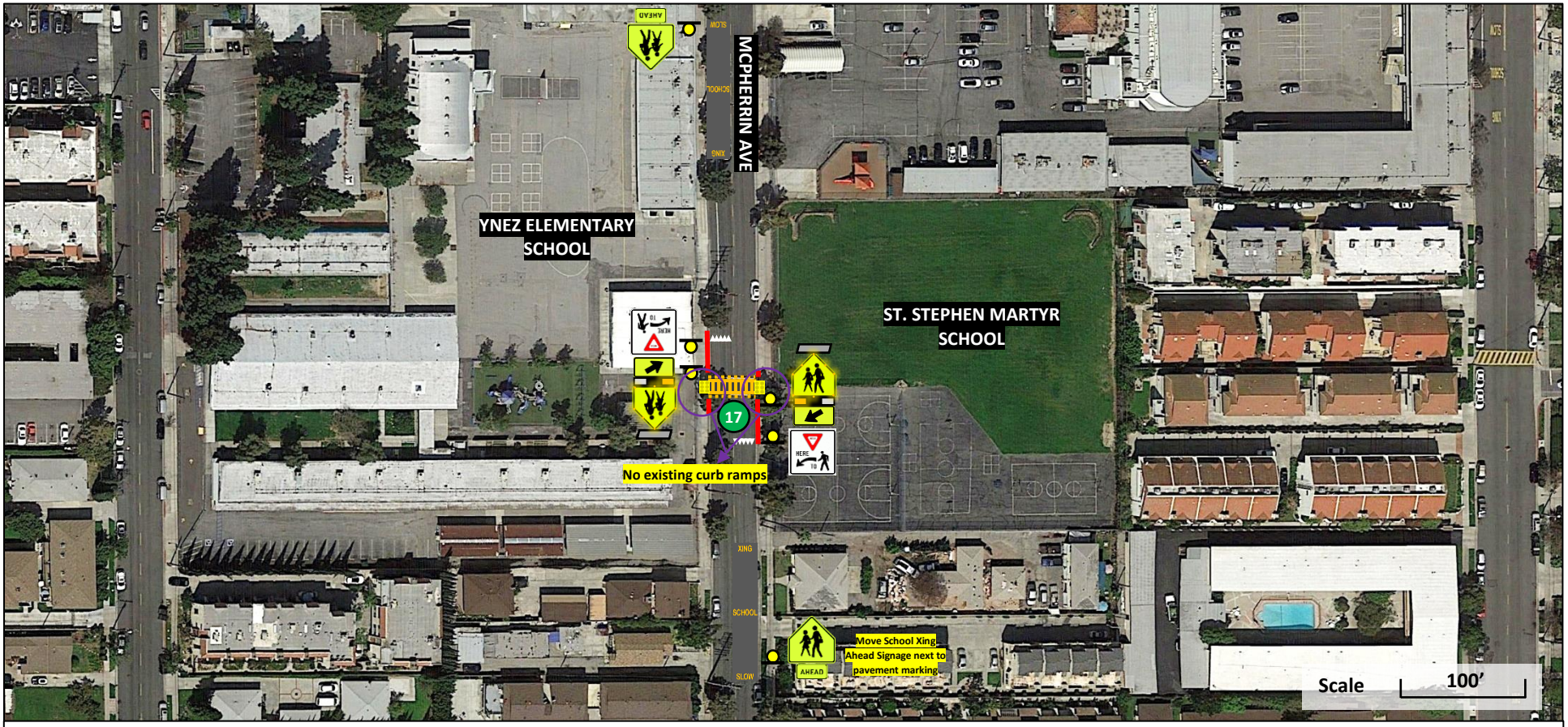
- ✓ STOP Controlled in east leg
- ✓ Uncontrolled in north and south leg
- ✓ Yellow ladder crosswalk in north leg
- ✓ "School Crosswalk Warning" signage
- ✓ "School Xing Ahead" signage
- ✓ Yellow "Slow School Xing" pavement legends
- ✓ No "STOP Here for Pedestrian" signage
- ✓ Non-ADA compliant curb ramps

PROPOSED CONDITIONS

- Ladder Striped Crosswalk in Yellow High Visibility Paint (Spacing of lines selected to avoid wheel path)
- Raised Pavement Markers (RPM)
- Advanced Yield Lines in White Visibility Paint (20 to 50 feet from Crosswalk)
- S1-1 and W16-9P Pedestrian Ahead Signage Approaching the Crosswalk (100 to 200 feet from Crosswalk)
- Solar Powered LED (36x36) Blinking S1-1 Sign (School Crossing) with Rectangular Rapid Flashing Beacon and (24x12) W16-7P Sign (Downward Facing Arrow) with Pedestrian Push Button (All Signs are Double Sided)
- R1-5 Yield Here to Pedestrians Sign
- Construct ADA compliant pedestrian curb ramp and install truncated domes
- Yellow "SLOW SCHOOL XING" Pavement Legend in Highly Reflective Paint (100 to 200 feet from Crosswalk)
- Re-paint faded white "STOP" Pavement Legend and STOP line in High Reflective Paint
- Paint curb in red

ATTACHMENT D: Project Map/Plans Showing Existing & Proposed Conditions

LOCATION 17: MCPHERRIN AVE NORTH OF NEWMARK AVE



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CITY OF MONTEREY PARK CALIFORNIA

EXISTING CONDITIONS

17 Mcpherrin Ave north of Newmark Ave

- ✓ Midblock uncontrolled yellow ladder crosswalk
- ✓ "School Crosswalk Warning" signage
- ✓ "School Xing Ahead" signage
- ✓ "Slow School Xing" pavement legends
- ✓ No "STOP Here for Pedestrian" signage
- ✓ Non-ADA compliant curb ramps

PROPOSED CONDITIONS

- Ladder Striped Crosswalk in Yellow High Visibility Paint (Spacing of lines selected to avoid wheel path)
- Raised Pavement Markers (RPM)
- Advanced Yield Lines in White Visibility Paint (20 to 50 feet from Crosswalk)
- S1-1 and W16-9P Pedestrian Ahead Signage Approaching the Crosswalk (100 to 200 feet from Crosswalk)
- Solar Powered LED (36x36) Blinking S1-1 Sign (School Crossing) with Rectangular Rapid Flashing Beacon and (24x12) W16-7P Sign (Downward Facing Arrow) with Pedestrian Push Button (All Signs are Double Sided)
- R1-5 Yield Here to Pedestrians Sign
- Construct ADA compliant pedestrian curb ramp and install truncated domes
- Yellow "SLOW SCHOOL XING" Pavement Legend in Highly Reflective Paint (100 to 200 feet from Crosswalk)
- Paint curb in red

City Council Staff Report

DATE: December 7, 2022

AGENDA ITEM NO: Consent Calendar - 3H

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: City Hall Emergency Generator Installation – Award of Public Works Contract to PC Inc.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Appropriating $335,000 from the American Rescue Plan Act Fund for this project;
2. Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with PC Inc. of Santa Maria, CA in the contract amount of $268,000 for the City Hall Emergency Generator Installation project;
3. Authorizing the Director of Public Works to approve change orders and contingency up to $40,200, or 15% of the contract amount;
4. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

The Project was reviewed pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq.; "CEQA") and the CEQA Guidelines (14 California Code of Regulations §§ 15000, et seq.). Additional environmental review is not required because the Project is a minor alteration to an existing public facility. Accordingly, it is Categorically Exempt as a Class 1 (Existing Facilities) project (CEQA Guidelines § 15301).

EXECUTIVE SUMMARY

Per Resolution No. 2022-R32, the Public Works Director solicited bids for the City Hall Emergency Generator Installation, Capital Improvement Project No. 95026. The public bid opening for the City Hall Emergency Generator Installation project was held on November 15, 2022. Three bids were received: Blue Ridge Mechanical, PC Inc., and Zetroc Electric. Staff recommends that the City Council authorize the City Manager to execute a Public Works contract with PC Inc. for the City Hall Emergency Generator Installation project in the amount of $268,000.00, plus 15% contingency.

BACKGROUND

The Emergency Generator at City Hall was installed in 1978, and has been routinely maintained for over 40 years. Typically, the average life span of these emergency generators is 40-45 years. During emergencies when electrical power is lost, the generator at City Hall activates automatically and stays on, providing temporary power for essential Police Department and Fire Department activities. Once power returns, the generator should automatically stop. However, staff determined the generator at City Hall

has not been automatically shutting down and is in need of replacement. Staff contacted contractors to perform repairs but those repairs were unsuccessful. The City Hall Emergency Generator Installation consists of removal and disposal of the existing generator at City Hall, and installation of a new SD250 generator which is AQMD pre-approved and meets emissions requirements.

The public works bid was opened on November 15th, 2022, and included the following bids:

RANK	BIDDER	BASE BID AMOUNT
1	Blue Ridge Mechanical	$262,266
2	PC Inc.	$268,000
3	Zetroc Electric	$278,800

The bid submitted by Blue Ridge Mechanical was the apparent lowest bidder; however, during bid analysis it was determined the contractor did not submit required federal forms as per the bid documents. As seen on the table above, PC Inc. was the acceptable lowest bidder for the City Hall Emergency Generator Installation. Rank 3 Bidder, Zetroc Electric, submitted a concern regarding PC. Inc. generator supplier not being mentioned on their bid. The generator supplier was not mentioned since PC Inc. will be performing all portions of the work. The City Attorney and staff reviewed all documents and found it acceptable.

Staff completed its bid analysis and determined PC Inc. as being qualified and responsive bidder for this project. PC Inc. is registered with the Department of Industrial Relations, has the required insurance and bonding, is properly licensed, and is prepared to execute the City's standard agreement for public works projects.

Staff recommends that the City Council authorize the City Manager to execute a Public Works contract with PC Inc. to complete the City Hall Emergency Generator Installation project in the amount of $268,000, plus 15% contingency.

FISCAL IMPACT

The total estimated cost for the City Hall Emergency Generator Installation Project No. 95026 is $335,000.

CIP 95026 - City Hall Emergency Generator	
Contract	$ 268,000
Contingency (15%)	$ 40,200
Project/Construction Management (10%)	$ 26,800
Estimated Project Cost	$ 335,000

It is recommended that City Council authorize the Finance Department to appropriate $335,000 from the American Rescue Plan Act (ARPA) fund to the FY 22-23 budget, for the City Hall Emergency Generator Installation Project No. 95026 and project management costs.

Respectfully submitted and prepared by:

Shawn Igoe
Director of Public Works

Reviewed by:

Martha Garcia
Director of Finance

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS

1. PC. Inc Proposal

ATTACHMENT 1
PC. INC PROPOSAL

SECTION C. BIDDERS PROPOSAL

(Entire section C shall be submitted with the bid)

BIDDER'S NAME: PC INC.

In accordance with the City's Notice Inviting Sealed Bids, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of Monterey Park of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts of bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City's notice of award of contract to the BIDDER, the proceeds of the guarantee accompanying this bid shall become the property of the City and this bid and the acceptance hereof may, at the City's option, be considered null and void.

BID SCHEDULE

To the Monterey Park's City Council, herein called the "Council".

Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the work, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedule:

BID SCHEDULE

City Hall Emergency Generator Installation Specification No. 2022-014

No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
1	Removal and Disposal of Existing Generator, including all connections as per Section E. Technical Specifications.	1	LS	$ 22,780.00	$ 22,780.00
2	Furnish and install new Generac Generator Model SD250, or approved equal, as per Section E. Technical Specifications	1	LS	$ 127,300.00	$ 127,300.00
3	Installation of Day Tank as per Section E. Technical Specifications	1	LS	$ 40,200.00	$ 40,200.00
4	Installation of Automatic Transfer Switch 400A as per Section E. Technical Specifications.	1	LS	$ 18,760.00	$ 18,760.00
5	Installation of all required pipes as per Section E. Technical Specifications.	1	LS	$ 17,420.00	$ 17,420.00
6	Plan preparation and obtaining Fire Department, and Building and Safety Department approval.	1	LS	$ 16,080.00	$ 16,080.00
7	Furnish standby generator during entire construction	1	LS	$ 10,720.00	$ 10,720.00
8	Furnish and install Manual Transfer Switch with Camlocks	1	LS	$ 14,740.00	$ 14,740.00
TOTAL BASE BID AMOUNT IN NUMBERS					$ 268,000.00

TOTAL BASE BID AMOUNT IN WORDS:

Two Hundred and Sixty Eight Thousand Dollars

<table>
<tr><td colspan="2">The award of Contract shall be based on the TOTAL BASE BID AMOUNT.</td></tr>
<tr><td colspan="2">In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.</td></tr>
<tr><td rowspan="5">Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.</td><td>A. Mobilization / Demobilization</td></tr>
<tr><td>B. Traffic Control</td></tr>
<tr><td>C. NPDES, WWECP, and Best Management Practices (BMPs), Public Convenience and Safety</td></tr>
<tr><td>D. Construction Staking by Land Surveyor</td></tr>
<tr><td>E. Clearing and Grubbing</td></tr>
<tr><td colspan="2">The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.</td></tr>
<tr><td colspan="2">The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.</td></tr>
<tr><td colspan="2">All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.</td></tr>
<tr><td colspan="2">A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.</td></tr>
</table>

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from suppliers and vendors as follows:

Subcontractor Information	Work to be Performed	Dollar Amount
Name: Bragg Crane Service Address: PO Box 727, Long Beach, CA Tel: 800.427.2631	Provide Crane and Rigging for Removal of existing genset and offloading of new genset	$ 3,500.00
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Total Subcontract Amount (shall not exceed 49% of Total Bid Amount)		$ 3,500.00

REFERENCES

References shall be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included. References shall be either minimum from 3 Public Agencies; or minimum from 2 Public Agencies plus 2 Private Entities for which BIDDER has performed similar work within the past three years.

Reference 1		
Agency Name City of Fremont Public Works	Project Name and Brief Description Police Station Generator Project: remove and replace 750kW Generator with Tier 4 compliant, 1200A ATS, associated conductors	
Contact Name and Title Adrian Simoes		
Tel: 510.494-4739 E-mail: asimoes@fremont.gov	Contract Value: $ $1.1M	Year Completed: 2022

Reference 2		
Agency Name City of Tulare Public Works	Project Name and Brief Description Tulare Police Department Standby Generator Replacement: Concrete Foundation and area slabs, remove and replace 40kW genset with 150kW, remove and replace 400A ATS with 800A MTS, ATS, MSB Lineup	
Contact Name and Title Jason Bowling		
Tel: 559.684.4320 E-mail: jbowling@tulare.ca.gov	Contract Value: $ $285K	Year Completed: 2018

Reference 3		
Agency Name Placer County	Project Name and Brief Description Signal Peak Generator Installation: Concrete foundations for new Generator and propane tanks, underground conduits and fuel piping Remove and replace Automatic Transfer Switch	
Contact Name and Title Aaron Miller		
Tel: 530.889.7743 E-mail: admiller@placer.ca.gov	Contract Value: $ $150K	Year Completed: 2021

Reference 4		
Agency Name City of Brisbane Public Works	Project Name and Brief Description Brisbane Fire Station 81 Standby Generator: Remove and replace: generator, ATS, MSB lineup and associated concrete slab	
Contact Name and Title Randy Breault		
Tel: 415.508.2131 E-mail: rbreault@ci.brisbane.ca.us	Contract Value: $ $135K	Year Completed: 2020

SITE INSPECTION

The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project without question.

Name of Person who inspected the site: John Moore representing Michael Crisp

Date of Inspection: 10/27/22

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. 1 Dated 11/01/22

Addendum No. 2 Dated 11/07/22

Addendum No. 3 Dated 11/07/22

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

INSURANCE REQUIREMENTS

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

Type of Insurance	Limits
Commercial general liability:	$2,000,000
Business automobile liability	$1,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance shall meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above shall be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies shall be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such endorsement shall be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance shall be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

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

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

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

Bidder's Name: PC Inc.
Authorized Signature:
Name and Title: Michael Crisp - Vice President
Date: 11/08/22

PUBLIC CONTRACT CODE SECTION 7106

Noncollusion Declaration by Bidder

The undersigned declares:

I am the Vice President of PC Inc, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder's Name:	PC Inc.
Authorized Signature:	
Name and Title:	Michael Crisp - Vice President
Date:	11/08/22

PUBLIC CONTRACT CODE SECTION 10162

In conformance with the above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder

has never been X **has been** ___ (**indicate YES or NO** after applicable answer)

disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so to explain the circumstances.

If the answer is **has been** **YES** explain the circumstances below:

Bidder's Name:	PC Inc.
Authorized Signature:	
Name and Title:	Michael Crisp - Vice President
Date:	11/08/22

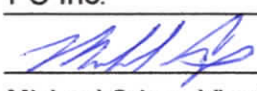
PUBLIC CONTRACT CODE SECTION 10232

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court

has not been X **has been** ____ (**indicate YES or NO** after applicable answer)

issued against the bidder within the immediately preceding two-year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board. For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.

Bidder's Name: PC Inc.

Authorized Signature: 

Name and Title: Michael Crisp - Vice President

Date: 11/08/22

PUBLIC CONTRACT CODE SECTION 10285.1

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof

has never been X **has been** ___ (**indicate YES or NO** after applicable answer)

convicted within the preceding three years by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University.

Bidder's Name: PC Inc.

Authorized Signature:

Name and Title: Michael Crisp - Vice President

Date: 11/08/22

BIDDER INFORMATION

Bidder's Name: PC Inc.

Address: 2007 Priesker Ln Ste. D, Santa Maria, CA 93454

Form of Legal Entity: S-Corporation

If a Corporation, State of Incorporation: California

State Contractor's Class and License No.: 846773: A, B, C10

Contact Person Information:

Name: Michael Crisp Title: Vice President

E-mail: michael@pc-inc.net Tel: 805.440.9024

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

Mark Crisp - President: 5864 Oakhill Dr., Orcutt, CA 93455

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

N/A

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

N/A

Previous contract performance history:

Was any contract terminated previously: NO

If the answer to the above is "yes", provide the following information:

Contract/project name and number: _____

Date of termination: _____

Reason for termination: _____

Owner's name: _____

Owner contact person and tel. no.: _____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 15th day of November, 2022.

BIDDER PC Inc

Michael Crisp

Subscribed and sworn to this _____ day of _____, 20__.

SEE ATTACHED FORM
FOR NOTARY CERTIFICATE

NOTARY PUBLIC _____

CALIFORNIA JURAT WITH AFFIANT STATEMENT GOVERNMENT CODE § 8202

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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

State of California
County of San Luis Obispo

Subscribed and sworn to (or affirmed) before me on this 15 day of November, 2022,
Date Month Year
by
(1) Michael Crisp
(and (2)),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

ROBERT MATHEWS
Notary Public - California
San Luis Obispo County
Commission # 2366148
My Comm. Expires Aug 14, 2025

Signature
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Bidders Proposal Document Date: 11-15-2022
Number of Pages: 1 Signer(s) Other Than Named Above:

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GENERAL PRINCIPLES CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONTRACTOR shall comply with generally accepted accounting principles and good business practices. CONTRACTOR shall, at its own expense, furnish all cost items associated with this project except as specified to be furnished by City. CONTRACTOR shall retain financial records, supporting documents, statistical records, and all other records pertinent to the project for a period of a minimum of three (3) years from the expiration of the term of the Master Agreement.

CONTRACTOR shall take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive or is considered sensitive consistent with laws regarding privacy and responsibility over confidentiality.

CONTRACTOR shall also certify that none of the equipment or services are produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or produced by an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country in accordance with 2 CFR 200.216.

In order to ensure objective contractor performance and eliminate unfair competitive advantage, CONTRACTOR must certify that they did not assist in the development of draft specifications, requirements, statements of work, or invitations for bids or requests for proposals for the project.

Business Name: PC Inc.

Date: 11/08/22

By: Michael Crisp - Vice President

Name and Title of Authorized Representative

Signature of Authorized Representative

NON-DISCRIMINATION CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONTRACTOR shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall CONTRACTOR discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, disability, medical condition, sexual orientation, gender identity, or marital status. These actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

CONTRACTOR shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, national origin, creed, religion, age, sex, physical or mental disability, political affiliation, or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200-d); Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C. 324); Section 504 of the Rehabilitation Act of 1973; the Civil Rights Restoration Act of 1987 (P.L. 100-209); Executive Order 12898 (February 11, 1994); Executive Order 13166 (August 16, 2000); Title VII of the Civil Rights Act of 1964 (42 U.S.C 2000-d); the Age Discrimination Act of 1975 (42 U.S.C. 6101); Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code; Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq) of the CCR and California Department of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.

CONTRACTOR shall ensure that project activities be accomplished in an equitable and impartial manner so that no person shall be excluded because of race, color, gender, or national origin from participation in, or be denied the benefits, or any program or activity for which federal financial assistance is received (31 CFR Part 22).

Business Name: PC Inc.

Date: 11/08/22

By: Michael Crisp - Vice President

Name and Title of Authorized Representative

Signature of Authorized Representative

MBE AND WBE CERTIFICATION FOR FEDERAL-AID CONTRACTS

It is the policy of the City to encourage the participation of disadvantaged, minority and women-owned business enterprises in the City's procurement process.

CONTRACTOR agrees to use its best efforts to carry out this policy when sourcing the use of outside consultants, advisors and contractors to the fullest extent practicable, consistent with the efficient performance of this contract. CONTRACTOR may rely on written representations by consultants, advisors and contractors regarding their status. CONTRACTOR shall report to the City the names of all consultants, advisors and contractors hired for the Project and information on whether or not they are a disadvantaged, minority or women-owned business enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

CONTRACTOR shall, in accordance with 2 CFR 200.321, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firms when sourcing the use of outside consultants, advisors, and contractors for this contract by:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(d) Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses and women's business enterprises; and

(e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Business Name: PC Inc.

Date: 11/08/22

By: Michael Crisp - Vice President

Name and Title of Authorized Representative

Signature of Authorized Representative

DOMESTIC PREFERENCE CERTIFICATION FOR FEDERAL-AID CONTRACTS

It is the policy of the City to encourage a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders.

CONTRACTOR agrees to use its best efforts to comply with 2 CFR 200.322 to the fullest extent possible consistent with the efficient performance of this contract.

RECOVERED MATERIALS CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONTRACTOR shall comply with 2 CFR 200.322 and procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000. CONTRACTOR certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements. For contracts over $100,000 in total value, CONTRACTOR shall estimate the percentage of total material utilized for the performance of the project that is recovered materials and shall provide such estimate to CITY upon request.

Business Name: PC Inc.

Date: 11/08/22

By: Michael Crisp - Vice President

Name and Title of Authorized Representative

Signature of Authorized Representative

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q. CONTRACTOR agrees to report each violation to the USDA and the appropriate EPA Regional Office.

CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). CONTRACTOR agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Business Name: PC Inc.

Date: 11/08/22

By: Michael Crisp - Vice President

Name and Title of Authorized Representative

Signature of Authorized Representative

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

1. The CONTRACTOR certifies to the best of its knowledge and belief that it and its principals:

   (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the CONTRACTOR is unable to certify to any of the statements in this certification, such CONTRACTOR shall attach an explanation to this certification. Indicate to whom it applies, initiating agency, and dates of action.

Business Name: PC Inc.

Date: 11/08/22

By: Michael Crisp - Vice President

Name and Title of Authorized Representative

Signature of Authorized Representative

NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The CONTRACTOR certifies, by signing and submitting this contract, to the best of his or her knowledge and belief, that:

(I) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The CONTRACTOR also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Business Name: Michael Crisp

Date: 11/08/22

By: Michael Crisp - Vice President

Name and Title of Authorized Representative

Signature of Authorized Representative

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known: _____

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known: _____

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

$

10.a. Name and Address of Lobby Registrant
(If individual, last name, first name, MI)

10.b. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: Michael Crisp

Title: Vice President

Telephone No.: 805.440.9024 Date: 11/08/22

Authorized for Local Reproduction

Standard Form – LLL (Rev. 7-97)

Federal Use Only:

PROPOSAL GUARANTEE

BID BOND

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that PC, Inc., as BIDDER, AND Travelers Casualty and Surety Company of America, as SURETY, are held and firmly bound unto the City of Monterey Park, in the penal sum of Ten Percent of Amount Bid ($ 10% Amount Bid) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **CITY HALL EMERGENCY GENERATOR INSTALLATION SPECIFICATION NO. 2022-014** ("Public Project"), for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to the City of Monterey Park for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City of Monterey Park.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 31st day of October, 2022.

SIGNED AND SEALED this 31st day of October, 2022.

PC, Inc.

PRINCIPAL

Travelers Casualty and Surety Company of America

Donald P. Sharp, Attorney-in-Fact

SURETY

PRINCIPAL's MAILING ADDRESS:

PC, Inc.
P.O. Box 2116
Nipomo, CA 93444

SURETY's MAILING ADDRESS:

Travelers Casualty and Surety Company of America
11090 White Rock Rd. #100
Rancho Cordova, CA 95670

NOTE: All signatures shall be acknowledged by a notary public.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Tulare }

On October 31, 2022 (Date) before me, Michelle Lynn Solis (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Donald P. Sharp (Name(s) of Signer(s))

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

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

Witness my hand and official seal.

Signature Michelle Lynn Solis (Signature of Notary Public)

MICHELLE LYNN SOLIS
Notary Public - California
Tulare County
Commission # 2389955
My Comm. Expires Jan 9, 2026

Place Notary Seal Above

OPTIONAL

Though the Information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer --- Title(s): _____
☐ Partner ☐Limited ☐General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer --- Title(s): _____
☐ Partner ☐Limited ☐General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Linda K. Brager, Linda N. Loflin, Kelli M. Marks, Joanette Blackwell McLeod, Joseph A. Orndoff, Donald P. Sharp** of **Visalia**, **California,** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021.**

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 31st day of October , 2022 .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

PROPOSAL GUARANTEE

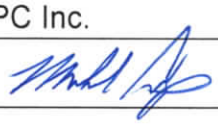
CERTIFIED CHECK or CASHIER'S CHECK

As an Alternative to Bid Bond, Bidder can provide Certified Check or Cashier's Check as follows

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Monterey Park, in the amount of Bidder's Bond : 10% of bid ($) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **CITY HALL EMERGENCY GENERATOR INSTALLATION SPECIFICATION NO. 2022-014** ("Public Project").

The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Monterey Park within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bidder's Name: PC Inc.

Authorized Signature: 

Name and Title: Michael Crisp (Vice President)

Date: 11/08/22

--END OF SECTION--

City Council Staff Report

DATE: December 7, 2022

AGENDA ITEM NO: Public Hearing - 4A

TO: The Honorable Mayor and City Council

FROM: Joseph Torres, Economic Development Manager

SUBJECT: Continuation of the Public Hearing for consideration of a resolution of the City of Monterey Park City Council confirming the 2022 Annual Report and the levy of assessments for Downtown Business Improvement District No. 1 for the program year 2023.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Continuing the public hearing originally scheduled for December 7, 2022, to December 21, 2022; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

A public notice was published on November 24, 2022, in the Monterey Park Press newspaper to inform the public of a public hearing to consider the 2023 levy of assessment fees for the Business Improvement District (BID) No 1. The Business Improvement District Advisory Committee (BIDAC) is not recommending an increase for the 2023 assessment. The public hearing and adoption of the resolution on the renewal of the assessments under consideration are required under Streets and Highways Code §§36600, *et seq.* The law governing BIDs provides an opportunity for all potential assessees to protest the proposed renewal of or change to the assessments. This item is requested to continue to December 21, 2022.

Respectfully submitted by:

Joseph Torres
Economic Development Manager

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney