

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

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

**Wednesday
October 2, 2019
7:00 p.m.**

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

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

PUBLIC COMMENTS ON AGENDA ITEMS

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

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

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

CALL TO ORDER **Mayor**

FLAG SALUTE **The Monterey Park Fire Explorers**

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

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

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

ORAL AND WRITTEN COMMUNICATIONS

[1.] PRESENTATION – None.

[2.] OLD BUSINESS

2-A. FY 2018 ASSISTANCE TO FIREFIGHTERS GRANTS PROGRAM

It is recommended that the City Council consider:

- (1) Approving the proposed grant project to fund cancer screening exams for firefighters in the amount of \$23,181.81 in Federal grant funds;
- (2) Authorizing the City Finance Department to allocate \$2,318.19 from the FY 2019-2020 City budget to fund the applicant cost share;
- (3) Adopting a resolution authorizing the City Manager, or designee, to apply for, receive, and appropriate grant funds for the FY 2018 Assistance to Firefighters Grants Program; and
- (4) Taking such additional, related, action that may be desirable.

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

3-A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF OCTOBER 2ND, 2019

It is recommended that the City Council:

- (1) Approve payment of warrants and adopt a Resolution of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated October 2nd, 2019 totaling \$21.25 and specifying the funds out of which the same are to be paid; and
- (2) Taking such additional, related, action that may be desirable.

3-B. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF OCTOBER 2, 2019

It is recommended that the City Council:

- (1) Approve payment of warrants and adopt a Resolution allowing certain claims and demands per Warrant Register dated October 2, 2019 totaling \$652,257.51 specifying the funds out of which the same are to be paid; and
- (2) Taking such additional, related, action that may be desirable.

3-C. MINUTES

It is recommended that the City Council:

- (1) Approve the minutes from the regular meetings of July 3 & August 7, 2019, and the special meetings of July 3, July 22 & August 7, 2019; and
- (2) Take such additional, related, action that may be desirable.

3-D. AMENDING RECORDS RETENTION SCHEDULE

It is recommended that the City Council:

- (1) Adopt the Resolution amending the City's Records Retention Schedule for city documents; and
- (2) Take such additional, related, action that may be desirable.

3-E. MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE MONTEREY PARK POLICE OFFICERS' MID-MANAGEMENT ASSOCIATION, MONTEREY PARK POLICE CAPTAINS' ASSOCIATION AND THE FIRE PROFESSIONAL CHIEF OFFICERS' ASSOCIATION FIXING THE RATE OF COMPENSATION AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR REPRESENTED EMPLOYEES FOR A FOUR-YEAR TERM JULY 1, 2018 TO JUNE 30, 2022

It is recommended that the City Council consider:

- (1) Adopting Resolutions authorizing the City Manager to execute the Memorandum of Understandings between the City of Monterey Park and the Monterey Park Police Officers' Mid-Management Association, Monterey Park Police Captains' Association and the Fire Professional Chief Officers' Association;
- (2) Amending the 2018-2019 Budget to authorize expenditure of \$141,522 for the 2019-2020 fiscal year accordingly; and
- (3) Taking such additional, related, action that may be desirable.

[4.] PUBLIC HEARING – None.

[5.] NEW BUSINESS

5-A. TITLE VI – ANTI-DISCRIMINATION PROGRAM UPDATE

It is recommended that the City Council:

- (1) Approve the Title VI of the Civil Rights Act of 1964 (Title VI) Program Update
- (2) Authorize the City Manager to submit the Title VI Program Update to Federal Transit Administration (FTA); and
- (3) Take such additional, related action that may be desirable.

5-B. PREFERENTIAL PARKING DISTRICT: S. NICHOLSON AVENUE

It is recommended that the City Council:

- (1) Adopt Resolution No. ____ amending Resolution Nos. 10931, 11634 and 11744 to include S. Nicholson Ave among the preferential parking districts; and
- (2) Take such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

The proposed action is exempt from the requirements of the California Environmental Quality Act (Pub. Res. Code §§ 21000, *et seq.*; "CEQA") and CEQA Guidelines (Cal. Code Regs. Title 14, §§ 15000, *et seq.*) in accordance with CEQA Guidelines § 15305 (Class 5 – Minor Alterations in Land Use Limitations). The project involves a negligible expansion of use; there is only a minor change in the operation of an existing use. The project would not result in significant effects related to traffic, noise, air quality, or water quality and it can be adequately served by all required utilities and public services

5-C. UPDATE ON MOBILE FOOD FACILITIES WITHIN THE CITY OF MONTEREY PARK

It is recommended that the City Council:

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

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

6-A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA DESIGNATING THE SECOND MONDAY OF OCTOBER AS INDIGENOUS PEOPLES' DAY – REQUESTED BY COUNCIL MEMBER REAL SEBASTIAN

Councilmember Real Sebastian recommends that the City Council consider adopting the draft resolution.

6-B. COUNCIL TOPICS FOR DISCUSSION – REQUESTED BY COUNCIL MEMBER REAL SEBASTIAN

Councilmember Real Sebastian requested that the City Council discuss two items:

1. Administrative support for the City Council by the City Manager's office including, without limitation, the timing of filling the assistant city manager position. Discussion topics will include identifying persons who may be able to assist with research, drafting letters, and other (similar) clerical support.
2. Distribution of written materials to the City Council. Specifically, Section V(A) of the City Council's Policy and Procedure (last amended September 4, 2013) provides that the City Council's policy is "to distribute items of written information requested by, or distributed to, any one Council Member to all Council Members...." Discussion topics will include whether this policy is still relevant and, if so, how it is being followed.

As to both these items, the discussion is informational only. No action is recommended nor will be taken by the City Council.

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

ADJOURN



City Council Staff Report

DATE: October 2, 2019

AGENDA ITEM NO: Old Business
Agenda Item 2-A

TO: The Honorable Mayor and City Council
FROM: Scott Haberle, Fire Chief
SUBJECT: FY 2018 Assistance to Firefighters Grants Program

RECOMMENDATION:

It is recommended that the City Council consider:

1. Approving the proposed grant project to fund cancer screening exams for firefighters in the amount of \$23,181.81 in Federal grant funds;
2. Authorizing the City Finance Department to allocate \$2,318.19 from the FY 2019-2020 City budget to fund the applicant cost share;
3. Adopting a resolution authorizing the City Manager, or designee, to apply for, receive, and appropriate grant funds for the FY 2018 Assistance to Firefighters Grants Program; and
4. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

This matter was continued from the September 18, 2019 City Council meeting. The deadline for accepting the Assistance for Firefighter Grants (AFG) Program grant is October 5, 2019. The total budget for this program is \$25,500.00 which is comprised of the federal grant of \$23,181.81 (90%) and the City's share of \$2,318.19 (10%). The performance period is 12 months from the date of the award

BACKGROUND:

The AFG Grant Program has the following five priorities listed in the Health and Wellness program:

- 1) Initial medical exams
- 2) Job-related immunization
- 3) Annual medical and fitness evaluation
- 4) Behavioral health
- 5) Cancer Screening Program to meet NFPA 1582

The Department currently provides the first four AFG priorities. If the City Council authorizes it, the FY 2018 AFG Program would allow the Monterey Park Fire Department would meet the fifth AFG priority. This grant can only be used for cancer screening. The American Cancer Society published *Cancer Prevention & Early Facts & Figures 2019-2020* which states that cancer screening tests can prevent thousands of additional cancer cases and deaths. The following is an excerpt from a multi-year

cancer study of nearly 30,000 firefighters conducted in 2010 by the National Institute for Occupational Safety and Health (NIOSH), in collaboration with the National Cancer Institute and the University of California at Davis Department of Public Health Sciences, and supported in part by the U.S. Fire Administration:

“This study provides further evidence that fire fighters are at increased risk of certain types of cancer as a result of occupational exposure. Raised awareness and exposure prevention efforts are cost effective means to reduce occupational cancer risk.”

Monterey Park Fire Department is committed to health and wellness of its members. Cancer awareness and pre-screening has always been a priority. Since the law presumes that the City is responsible for costs associated with treating cancer in its public safety personnel, early detection and treatment will help reduce the City's medical and workers compensation costs.

FISCAL IMPACT:

The total budget is \$25,500.00, which includes the federal award amount of \$23,181.81 (90%) and the city applicant share match of \$2,318.19 (10%).

Approved by:



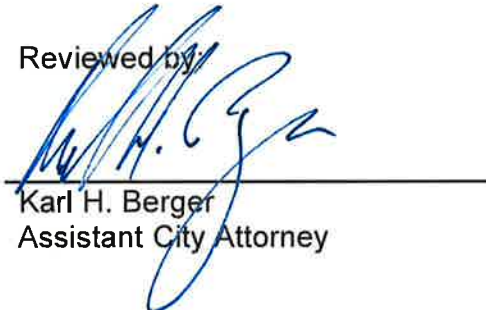
Ron Bow
City Manager

Respectfully submitted by:



Scott Haberle
Fire Chief

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENT:

1. Staff Report — FY 2018 Assistance to Firefighters Grants Program (9/18/2019)
2. Resolution — FY 2018 Assistance to Firefighters Grants Program

ATTACHMENT 1
Staff Report — FY 2018 Assistance to
Firefighters Grants Program (9/18/2019)



City Council Staff Report

DATE: September 18, 2019

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

TO: The Honorable Mayor and City Council
FROM: Scott Haberle, Fire Chief
SUBJECT: FY 2018 Assistance to Firefighters Grants Program

RECOMMENDATION:

It is recommended that the City Council consider:

1. Approving the proposed grant project to fund cancer screening exams for firefighters in the amount of \$23,181.81 in Federal grant funds;
2. Authorizing the City Finance Department to allocate \$2,318.19 from the FY 2019-2020 City budget to fund the applicant cost share;
3. Adopting a resolution authorizing the City Manager, or designee, to apply for, receive, and appropriate grant funds for the FY 2018 Assistance to Firefighters Grants Program; and
4. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Monterey Park Fire Department received notification on September 6, 2019 of the FY 2018 Assistance to Firefighters Grants ("AFG") Program to fund cancer screening exams for 51 firefighters. The total budget is \$25,500.00, which includes the federal award amount of \$23,181.81 (90%) and the city applicant share match of \$2,318.19 (10%). Staff must accept this award by October 5, 2019 to ensure receipt of the grant, therefore staff seeks City Council consideration and approval of the grant acceptance and authorization of funding the City applicant share match requirement.

BACKGROUND:

Monterey Park Fire Department is requesting acceptance and approval of federal award amount of \$23,181.81 (90%) and city applicant share match of \$2,318.19 (10%) for the AFG Program. The project is to have all 51 uniformed members pre-screened for cancer through a body scan. Each exam is \$500 and the total budget is \$25,500.00 for 51 uniformed members of the fire department. Monterey Park Fire Department has been committed to health and wellness of its members. Cancer awareness and pre-screening has always been a priority. Having cancer screen exams will help minimize the risk for developing occupational cancer by being proactive to the risks.

The performance period is twelve months from the date of the award. In order to proceed to the next phase of the AFG Program process, staff requests City Council to accept the AFG Program award, including the city's 10% cost share, and adopt a

resolution authorizing the City Manager, or designee, to apply for, receive, and appropriate grant funds for the FY 2018 Assistance to Firefighters Grants Program.

FISCAL IMPACT:

Funding for the cancer screening exams for 51 firefighters, in the amount of \$25,500.00 is composed of the federal award amount of \$23,181.81 (90%) and the city applicant share match of \$2,318.19 (10%).

Approved by:


for Ron Bow
City Manager

Respectfully submitted by:


Scott Haberle
Fire Chief

Reviewed by:


Karl H. Berger
Assistant City Attorney

ATTACHMENT:

1. Resolution-FY 2018 Assistance to Firefighters Grants Program

Staff Report
September 18, 2019

ATTACHMENT 1
Resolution-FY 2018 Assistance to Firefighters
Grants Program

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY MANAGER, OR
DESIGNEE, TO APPLY FOR, RECEIVE, AND APPROPRIATE
GRANT FUNDS FOR THE FY 2018 ASSISTANCE TO
FIREFIGHTERS GRANTS PROGRAM.**

The City Council does resolve as follows:

SECTION 1: The City Council finds as follows:

- A. On October 17, 2018, the City applied for the Assistance to Firefighters Grants ("AFG") from the Federal Emergency Management Agency ("FEMA"). The City applied to fund cancer screening exams for 51 uniformed members of the Monterey Park Fire Department;
- B. The primary goal of AFG is to meet the firefighting and emergency response needs of fire departments and nonaffiliated emergency medical service organizations. Since 2001, AFG has helped firefighters and other first responders to obtain critically needed equipment, protective gear, emergency vehicles, training, and other resources needed to protect the public and emergency personnel from fire and related hazards;
- C. On September 6, 2019, FEMA informed the City that FY 2018 AFG in the federal award amount of \$23,181.81 was granted to the City. The City Council believes that it is in the public interest to accept these grant monies and match the grant with \$2,318.19 in City funds.

SECTION 2: The City Manger, or designee, is authorized to apply for a grant, with a City cost share match of \$2,318.19, from the City funds to be used for cancer screening exams.

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

SECTION 4: The City Manager, or designee, is authorized to accept and spend the grant monies identified in this Resolution for the purposes set forth herein.

SECTION 5: The City Council amends or supplements the City's Budget for fiscal year 2019-2020 to appropriate the monies identified by this Resolution to pay for the cost share match plan proposed by the City in support of its grant application. The City Manager, or designee, is authorized to implement the purpose of this section.

Resolution No. _____
Page 2 of 2

SECTION 6: Effectiveness. This Resolution will become effective immediately upon adoption.

SECTION 7: The City Clerk is directed to certify to the adoption of this Resolution and enter it into the book of original Resolutions.

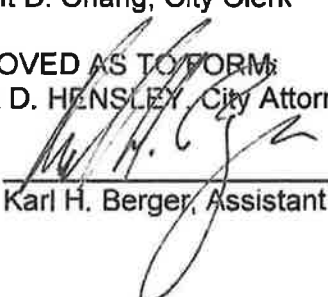
PASSED, APPROVED AND ADOPTED this 18th day of September, 2019.

Hans Liang, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: 
Karl H. Berger, Assistant City Attorney

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

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 18th day of September 2019, by the following vote:

Ayes:	Council Members:
Nays:	Council Members:
Absent:	Council Members:
Abstain:	Council Members:

Dated this 18th day of September, 2019.

Vincent D. Chang, City Clerk
Monterey Park, California

ATTACHMENT 2
**Resolution — FY 2018 Assistance to Firefighters
Grants Program**

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY MANAGER, OR
DESIGNEE, TO APPLY FOR, RECEIVE, AND APPROPRIATE
GRANT FUNDS FOR THE FY 2018 ASSISTANCE TO
FIREFIGHTERS GRANTS PROGRAM.**

The City Council does resolve as follows:

SECTION 1: The City Council finds as follows:

- A. On October 17, 2018, the City applied for the Assistance to Firefighters Grants ("AFG") from the Federal Emergency Management Agency ("FEMA"). The City applied to fund cancer screening exams for 51 uniformed members of the Monterey Park Fire Department;
- B. The primary goal of AFG is to meet the firefighting and emergency response needs of fire departments and nonaffiliated emergency medical service organizations. Since 2001, AFG has helped firefighters and other first responders to obtain critically needed equipment, protective gear, emergency vehicles, training, and other resources needed to protect the public and emergency personnel from fire and related hazards;
- C. On September 6, 2019, FEMA informed the City that FY 2018 AFG in the federal award amount of \$23,181.81 was granted to the City. The City Council believes that it is in the public interest to accept these grant monies and match the grant with \$2,318.19 in City funds.

SECTION 2: The City Manger, or designee, is authorized to apply for a grant, with a City cost share match of \$2,318.19, from the City funds to be used for cancer screening exams.

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

SECTION 4: The City Manager, or designee, is authorized to accept and spend the grant monies identified in this Resolution for the purposes set forth herein.

SECTION 5: The City Council amends or supplements the City's Budget for fiscal year 2019-2020 to appropriate the monies identified by this Resolution to pay for the cost share match plan proposed by the City in support of its grant application. The City Manager, or designee, is authorized to implement the purpose of this section.

Resolution No. _____
Page 2 of 2

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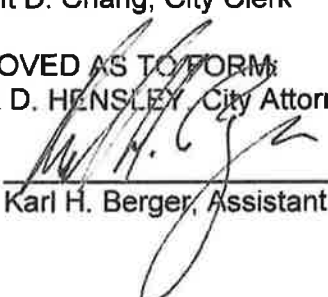
PASSED, APPROVED AND ADOPTED this 18th day of September, 2019.

Hans Liang, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: 
Karl H. Berger, Assistant City Attorney

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

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 18th day of September 2019, by the following vote:

Ayes:	Council Members:
Nays:	Council Members:
Absent:	Council Members:
Abstain:	Council Members:

Dated this 18th day of September, 2019.

Vincent D. Chang, City Clerk
Monterey Park, California



City Council Staff Report

DATE: October 2nd, 2019

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

TO: The Honorable Mayor and City Council
FROM: Annie Yaung, CPFO, Director of Management Services
SUBJECT: Warrant Register for Successor Agency to the Former Community Redevelopment Agency of **October 2nd, 2019**

RECOMMENDATION:

It is recommended that the City Council:

- (1) Approve payment of warrants and adopt a Resolution of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **October 2nd, 2019 totaling \$21.25** and specifying the funds out of which the same are to be paid; and
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Disbursements will be made from the funds referenced in the attached Resolution in Warrant numbered **382**.

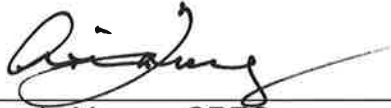
BACKGROUND:

The claims and demands on the attached warrant register have been duly audited. I certify that the said claims and demands are accurate, are proper charges against the City of Monterey Park, Acting as the Successor Agency to the Former Community Redevelopment Agency (SA). I also certify that there are monies available for the payments thereof. Please note that amounts being paid by the SA funds in this warrant register represented expenditures incurred, which are pending for approval by the Oversight Board.

FISCAL IMPACT:

Disbursements from all funds total **\$21.25.**

Respectfully submitted:



Annie Yaung, CPFO
Director of Management Services

Approved By:



Ron Bow
City Manager

Attachments 1: Resolution
Attachments 2: Warrant Register

ATTACHMENT 1

Resolution

RESOLUTION NO. SA-_____

A RESOLUTION OF THE
SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA)
ALLOWING CERTAIN CLAIMS AND DEMANDS
PER WARRANT REGISTER DATED
2ND OF OCTOBER 2019
TOTALING \$21.25 AND SPECIFYING THE FUNDS OUT
OF WHICH THE SAME ARE TO BE PAID

THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY
DOSE RESOLVE AS FOLLOWS:

SECTION 1. That the following claims and demands have been audited and that the same
are hereby allowed from various funds in the following amounts:

Atlantic/Garvey Projects	21.25
Total	<u>\$ 21.25</u>

PASSED, APPROVED AND ADOPTED THE 2ND OF OCTOBER 2019.

Hans Liang, Mayor
City of Monterey Park, California

ATTEST:

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

Resolution No. SA-
Page 2

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY)
OF CITY OF MONTEREY PARK)

I hereby certify that this resolution was duly adopted by the
Successor Agency to the Former Community Redevelopment Agency,
at a regular meeting held on the 2nd of October 2019 by the following vote.

AYES:
NOES:
ABSTAIN:
ABSENT:

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

ATTACHMENT 2

Warrant Register

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/02/2019

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AT&T	0860-801-1203-32050	21.25	INTERNET/PHONE SERVICE		382	21.25
TOTAL FOR PREPAID WARRANTS						21.25
PRINTED		21.25				

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/02/2019

TOTAL FOR PREPAID WARRANTS	\$21.25
TOTAL FOR PRINTED WARRANTS	\$0.00
TOTAL FOR ACH-PAYMENTS	\$0.00
TOTAL WARRANTS	\$21.25
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	1
TOTAL ACH-PAYMENTS PRINTED	0
TOTAL CHECKS PRINTED	0
TOTAL CHECKS ISSUED	1

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/02/2019
FUND SUMMARY

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0860	ATLANTIC/GARVEY CAP PROJECTS	21.25	0.00	21.25
	TOTAL	21.25	0.00	21.25



City Council Staff Report

DATE: **October 2, 2019**

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

TO: The Honorable Mayor and City Council
FROM: Annie Yaung, CPFO, Director of Management Services
SUBJECT: Warrant Register for the City of Monterey Park of
October 2, 2019

RECOMMENDATION:

It is recommended that the City Council:

- (1) Approve payment of warrants and adopt a Resolution allowing certain claims and demands per Warrant Register dated **October 2, 2019 totaling \$652,257.51** specifying the funds out of which the same are to be paid; and
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered **325209-325383** and ACH numbered **000841-000876**.

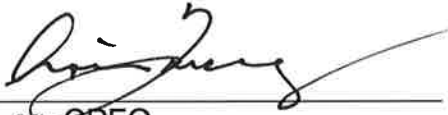
BACKGROUND:

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

FISCAL IMPACT:

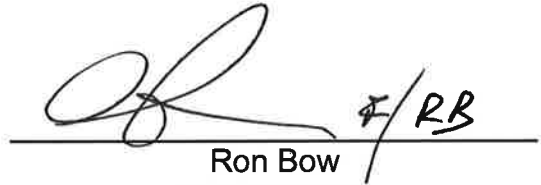
Disbursements from all funds total **\$652,257.51**.

Respectfully submitted:



Annie Yaung, CPFO
Director of Management Services

Approved By:



Ron Bow
City Manager

Attachments 1: Resolution
Attachments 2: Warrant Register

ATTACHMENT 1

Resolution

RESOLUTION NO.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS
PER WARRANT REGISTER DATED
2ND OF OCTOBER 2019
TOTALING \$652,257.51 AND SPECIFYING THE FUNDS OUT
OF WHICH THE SAME ARE TO BE PAID

THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DOES RESOLVE:

SECTION 1. That the following claims and demands have been audited and that the same are hereby allowed from various funds in the following amounts:

General Fund	\$ 237,206.23
State Gas Tax Fund	10,381.70
Sewer Fund	812.44
Refuse Fund	737.98
City Shop Fund	47,108.64
General Liability Fund	1,550.00
Technology Internal Service Fund	46,186.99
Payroll Clearing Account	549.49
Special Deposits Fund	20,901.98
Water Fund	92,534.81
Water Treatment WQA-EPA Fund	7,888.88
OPA Proposition A	(1,974.40)
Measure R Fund	38,997.41
POST	2,501.56
Home Housing Program	2,000.00
Recreation Fund	5,189.29
Asset Forfeiture-Justice	10,148.70
Construction Agency Fund	5,160.00
Cal Library Literacy Svc Grant	664.83
Prop C	96,546.29
CDBG Fund	166.64
Maintenance District 93-1	2,485.40
Prop A - Per Parcel Grant	2,075.84
Maintenance Grant (075)	8,298.26
ELAC Instructional Serv Prog	3,425.05
Asset Forfeiture - Treasury	8,962.50
Ground Emergency Medical Transport	1,751.00

TOTAL	\$ 652,257.51
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PASSED, APPROVED AND ADOPTED THE 2ND OF OCTOBER 2019.

Hans Liang, Mayor
City of Monterey Park, California

ATTEST

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

RESOLUTION NO.

Page 2

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY COUNCIL OF THE)
CITY OF MONTEREY PARK)

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Monterey Park at a regular meeting held on the 2nd of October 2019 by the following vote of the Council:

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

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

ATTACHMENT 2
Warrant Register

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/02/2019

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
BRENT ARCHIBALD	0136-801-3101-33250	54.00-	VOID		325092	54.00-
AT & T	0010-801-3112-32050	199.37	PHONE SERVICE		325209	
	0022-801-4206-32050	1,270.42	PHONE SERVICE		325209	
	0092-801-4222-32050	244.80	PHONE SERVICE		325209	1,714.59
	0010-801-3113-32050	90.04	PHONE SERVICE		325210	
	0010-801-3201-32050	51.78	PHONE SERVICE		325210	
	0010-801-3201-32050	51.78	PHONE SERVICE		325210	193.60
AT&T	0010-801-1301-32050	42.55	INTERNET/PHONE SERVICE		325211	
	0010-801-1404-32050	897.33	INTERNET/PHONE SERVICE		325211	
	0010-801-1408-32050	1,665.95	INTERNET/PHONE SERVICE		325211	
	0010-801-1801-32050	19.75	INTERNET/PHONE SERVICE		325211	
	0010-801-3112-32050	5,251.50	INTERNET/PHONE SERVICE		325211	
	0010-801-3113-32050	19.73	INTERNET/PHONE SERVICE		325211	
	0010-801-3114-32050	21.25	INTERNET/PHONE SERVICE		325211	
	0010-801-3201-32050	1,525.06	INTERNET/PHONE SERVICE		325211	
	0010-801-4209-32050	294.56	INTERNET/PHONE SERVICE		325211	
	0010-801-6001-32050	516.18	INTERNET/PHONE SERVICE		325211	
	0010-801-6502-32050	187.49	INTERNET/PHONE SERVICE		325211	
	0010-801-6517-32050	21.36	INTERNET/PHONE SERVICE		325211	
	0022-801-4206-32050	432.90	INTERNET/PHONE SERVICE		325211	
	0043-801-1404-32050	646.77	INTERNET/PHONE SERVICE		325211	
	0092-801-1404-32050	785.36	INTERNET/PHONE SERVICE		325211	
	0092-801-4222-32050	377.93	INTERNET/PHONE SERVICE		325211	
	0109-801-6511-32050	69.53	INTERNET/PHONE SERVICE		325211	
	0169-801-1405-32050	166.64	INTERNET/PHONE SERVICE		325211	12,941.84

** Indicates an ACH-Payment transaction

**CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/02/2019**

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
BACKDRAFT OPCO LLC	0010-801-3210-24150	7,440.00-	VOID	20-0074	773 **	8,663.00-
	0010-801-3210-24150	1,223.00-	VOID		773 **	
BANKCARD CENTER	0010-801-3103-22310	827.74	08/19-POLICE ACADEMY SUPPLIES		325256	
	0010-801-3103-22310	108.80	08/19-POLICE ACADEMY SUPPLIES		325256	
	0010-801-3103-22750	300.87	08/19-POLICE ACADEMY SUPPLIES		325256	
	0010-801-3103-39250	401.15	08/19-POLICE ACADEMY BOOKS		325256	
	0010-801-3113-38400	909.82	08/19-WASHER MACHINE FOR JAIL		325256	
	0010-801-3201-33200	750.00	08/19-LAAFCA CONFERENCE		325256	
	0010-801-3201-39300	45.00	08/19-MEMBERSHIP		325256	
	0010-801-3205-21350	18.00	08/19-SUPPLIES TRUE FUEL OIL		325256	
	0010-801-3210-38400	139.93	08/19-SUPPLIES-GAS CAN SPOUT		325256	
	0010-801-3230-22750	1,143.18	08/19-CERT SUPPLIES		325256	
	0010-801-3230-39250	48.09	08/19-EFO FIRE ACADEMY		325256	
	0010-801-3240-22750	49.99	08/19-CODE ENFORCEMENT MANUAL		325256	
	0010-801-5004-91811	264.06	08/19-CENSUS 2020 FLYERS		325256	
	0010-801-6001-22150	81.97	08/19-SUPPLIES- BUG ZAPPER		325256	
	0010-801-6004-22450	109.01	08/19-SUPPLIES-EASELS		325256	
	0010-801-6502-32200	12.95	08/19-POSTAL SERVICE		325256	
	0010-801-6503-23050	169.89	08/19-LAP SWIM SIGNS		325256	
	0010-801-6503-31150	62.42	08/19-SWIM MEET TICKETS		325256	
	0010-801-6508-39300	703.91	08/19-MEMBERSHIP, TRAINING		325256	
	0010-801-6517-39400	399.00	08/19-APWA CONFERENCE		325256	
	0010-801-3210-22300	766.12	08/19-UNIFORMS		325256	
	0060-801-3210-38400	414.07	08/19-CAR WASH		325256	
	0075-450-0075-08420	326.83	08/19-GIFT BASKET, TABLE CLOTH		325256	
	0075-450-0075-08550	774.25	08/19-LANGLEY SUMMER LUAU		325256	
	0092-801-4220-39400	195.00	08/19-AWWA CONFERENCE		325256	
	0092-801-6509-31880	235.00	08/19-BULK MAIL ANNUAL PERMIT		325256	

** Indicates an ACH-Payment transaction

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/02/2019

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
BANKCARD CENTER	0136-801-3101-33250	436.56	08/19-POST TRAINING		325256	
	0010-801-3101-22750	33.00	08/19-CAR WASH		325256	
	0010-801-3101-22670	1,219.17	08/19-2019 ARPOC CONFERENCE		325256	
	0010-801-1801-39550	352.11	08/19-ORAL BOARD LUNCH		325256	
	0010-801-1801-33200	218.00	08/19-CAJPA CONFERENCE		325256	
	0010-801-1801-22670	668.25	08/19-EE COFFEE SOCIAL		325256	
	0010-801-1408-32050	42.75	08/19-IPHONE FOR COUNCIL		325256	
	0010-801-1403-39400	449.00-	08/19-CONFERENCE CANCELLATION		325256	
	0010-801-1403-39350	497.50	08/19-SERVER LICENSE RENEWAL		325256	
	0010-801-1403-31950	150.00	08/19-BUDGET AWARD APPLICATION		325256	
	0010-801-1301-39400	700.00	08/19-LEAGUE OF CA CONFERENCE		325256	
	0010-850-1301-31750	93.72	08/19-RACK FOR ELECTION		325256	
	0010-801-1201-39400	406.66	08/19-ICMA CONFERENCE		325256	
	0010-801-1101-39400	119.69	08/19-COUNCIL MEMBER MEALS		325256	
	0349-801-3201-39400	23.71	08/19-GRADUATION PHOTO		325256	
						13,769.17
BRAVO BUSINESS RESOURCES	0010-801-3230-39460	3,740.00	TRANSLATION SERVICES	20-0037	325212	
						3,740.00
CALIFORNIA LIBRARY ASSOCIATION	0010-801-6001-33200	2,385.00	LIBRARY-2019 ANNUAL CONFERENCE		325239	
						2,385.00
CALIFORNIA POLICE CHIEFS ASSOCIATION	0136-801-3101-33250	125.00	COMMAND COURSE		325213	
						125.00
CANON SOLUTIONS AMERICA, INC	0010-801-6505-39250	303.99	COPIER C5235 - LANGLEY		325214	
						303.99
DAVID CASTELLANO	0136-801-3101-33250	90.00	TRAINING CLASS		325215	
						90.00
PETER CHAN	0010-801-1101-11100	54.00	MAYOR'S EXPENSE-7/1-21/19		325240	
	0043-801-1101-11100	41.00	MAYOR'S EXPENSE-7/1-21/19		325240	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PETER CHAN	0092-801-1101-11100	41.00	MAYOR'S EXPENSE-7/1-21/19		325240	136.00
CHARTER COMMUNICATIONS	0010-801-6502-32050	84.98	INTERNET/CABLE SERVICE		325216	
	0010-801-6502-32050	84.98	INTERNET/CABLE SERVICE		325216	169.96
YIM CHEUNG	0010-701-0010-07960	257.00	REFUND OVERPAYMENT		325217	257.00
CLEVERBRIDGE, INC	0010-801-1404-24150	37.60	SOFTWARE RENEWAL		325218	37.60
CSA SERVICE SOLUTIONS LLC	0010-801-3220-38400	1,784.48	GURNEYS - REPAIR		325243	1,784.48
CSULB FOUNDATION -	0136-801-3101-33250	378.00-	VOID		325098	378.00-
DALEY VISUAL INC.	0010-801-3230-39700	2,999.15	CERT VAN WRAP INSTALLATION	20-0167	325244	2,999.15
DIRECTV, LLC	0010-801-3230-32050	163.96	EOC CABLE SERVICES		325219	163.96
GONZALO GABRIEL	0160-801-3103-22800	141.24	REIMBURSEMENT-CANOPY		325220	141.24
GATEWAY CITIES COUNCIL OF GOVERNMENT	0043-801-4203-31950	28.79-	VOID		325013	28.79-
GOLDEN WEST COLLEGE	0136-801-3101-33250	1,047.00	POLICE TRAINING		325221	1,047.00
HOME DEPOT CREDIT SERVICES	0344-801-5002-99290	14.22	SALES TAX		325245	14.22
YUPO BOB HUNG	0075-450-0075-08420	677.59	REIMBURSEMENT-RAFFLE PRIZES		325222	
	0010-801-3103-22300	450.40	REIMBURSEMENT-ACADEMY SUPPLIES		325222	
	0010-801-3103-22300	272.00	REIMBURSEMENT-ALTERATIONS		325222	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						1,399.99
IZZY FLORES JR.	0136-801-3101-33250	180.00	POST TRAINING		325223	180.00
ERIC KIM	0075-450-0075-08420	1,421.95	REIMBURSEMENT-RAFFLE PRIZES		325224	
	0075-450-0075-08420	870.09	REIMBURSEMENT-RAFFLE PRIZES		325224	2,292.04
	0075-450-0075-08420	592.79	REIMBURSEMENT-GOLF TOURNAMENT		325246	592.79
ANDREW LEE	0075-450-0075-08420	30.12	PETTY CASH-MEALS		325225	
	0060-801-4211-22250	59.25	PETTY CASH-GAS		325225	
	0010-801-3103-22750	10.00	PETTY CASH-GAS		325225	
	0010-801-3104-22750	80.00	PETTY CASH-REFRESHMENT		325225	
	0010-801-3114-21350	4.14	PETTY CASH-PENCILS		325225	
	0010-801-3103-22300	40.82	PETTY CASH-EQUIP FOR RECRUIT		325225	
	0010-801-3103-22750	35.01	PETTY CASH-TAPE		325225	
	0060-801-4211-22250	39.00	PETTY CASH-GAS		325225	
	0075-450-0075-08420	38.73	PETTY CASH-REFRESHMENT		325225	
	0060-801-4211-22250	20.35	PETTY CASH-GAS		325225	
	0136-801-3101-33250	15.00	PETTY CASH-PARKING		325225	
	0010-801-3103-22750	22.00	PETTY CASH-PARKING		325225	
	0010-801-3103-22750	23.91	PETTY CASH-CARWASH K9 UNIT		325225	
	0010-801-3103-22750	2.00	PETTY CASH-DMV FEE #158		325225	420.33
HANS J LIANG	0010-801-1101-11100	26.00	MAYOR'S EXPENSE-7/22-31/19		325241	
	0043-801-1101-11100	19.00	MAYOR'S EXPENSE-7/22-31/19		325241	
	0092-801-1101-11100	19.00	MAYOR'S EXPENSE-7/22-31/19		325241	
	0010-801-1101-11100	80.00	MAYOR'S EXPENSE		325241	
	0043-801-1101-11100	60.00	MAYOR'S EXPENSE		325241	
	0092-801-1101-11100	60.00	MAYOR'S EXPENSE		325241	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						264.00
LIEBERT CASSIDY WHITMORE	0010-801-1601-31600	945.00	GENERAL SERVICES		325247	
	0010-801-1601-31600	2,195.00	FLSA PAY AUDIT		325247	
	0010-801-1601-31600	702.00	SEIU 721		325247	
	0010-801-1601-31600	1,776.00	SEIU 721 NEGOTIATION		325247	
	0010-801-1801-31953	4,147.00	PW DISCIPLINE		325247	
	0010-801-1801-31953	1,511.00	PW DISCIPLINE		325247	
	0010-801-1801-31954	810.00	LIBRARY APPEAL ADVISE		325247	
	0010-801-1801-31955	105.00	HR - DISCIPLINE		325247	
						12,191.00
	0010-801-1801-39400	3,450.00	ERC MEMBERSHIP	20-0142	325255	
						3,450.00
ALEX J. MENA	0160-801-3101-39400	18.00	POLICE TRAINING		325226	
						18.00
MONTEREY PARK SISTER CITY	0075-450-0075-09080	1,500.00	EXCHANGE STUDENT EXP (TRUST)		325227	
						1,500.00
MV CHENG & ASSOCIATES INC.	0010-801-1403-31950	6,175.00	TEMPORARY STAFFING SERVICES	20-0096	325248	
						6,175.00
OFFICE DEPOT INC.	0010-801-6502-21250	11.96	OFFICE SUPPLIES		325228	
	0092-801-4212-21350	129.28	OFFICE SUPPLIES-TAPE, TONER, ETC		325228	
	0010-801-3114-21350	29.55	OFFICE SUPPLIES-TAPE, 7/31/19		325228	
	0010-801-3114-21350	63.49	OFFICE SUPPLIES-TAPE, 7/03/19		325228	
	0010-801-3114-21350	63.49	CREDIT RE:338009927-003		325228	
	0010-801-3114-21350	68.31	OFFICE SUPPLIES-8/7/19		325228	
	0010-801-3114-21350	246.70	OFFICE SUPPLIES-8/14/19		325228	
	0010-801-3114-21300	118.23	OFFICE SUPPLIES-8/14/19		325228	
	0010-801-3114-21300	157.64	OFFICE SUPPLIES-7/31/19		325228	
	0010-801-3114-21350	252.23	OFFICE SUPPLIES-7/31/19		325228	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
OFFICE DEPOT INC.	0010-801-3104-38400	139.56	EVIDENCE SUPPLIES-7/17/19		325228	
	0010-801-3104-38400	547.39	EVIDENCE SUPPLIES-7/17/19		325228	
	0010-801-3104-38400	87.49	EVIDENCE SUPPLIES-7/17/19		325228	
	0010-801-6001-21350	71.82	36" TOWER FAN		325228	
	0010-801-6004-22450	33.55	OFFICE SUPPLIES-PAPER, MARKERS		325228	
	0010-801-6006-22450	83.03	OFFICE SUPPLIES-PAPER, MARKERS		325228	
	0010-801-6006-22450	7.22	OFFICE SUPPLIES-ZIPLOC BAGS		325228	
	0010-801-6001-21350	21.98	OFFICE SUPPLIES-NOTE TABLETS		325228	
	0010-801-6004-22450	12.13-	CREDIT FOR 349195465-001		325228	
	0010-801-6001-21350	52.13	OFFICE SUPPLIES-TAPE, CREAMER		325228	
	0010-801-6001-21350	19.79	OFFICE SUPPLIES-SUGAR PACKETS		325228	
	0163-801-6005-21350	664.83	OFFICE SUPPLIES-PAPER, LABELS		325228	
	0010-801-6002-21350	32.91	OFFICE SUPPLIES-DIVIDERS ETC		325228	
	0010-801-6001-21350	24.93	OFFICE SUPPLIES-DOORSTOPS ETC		325228	
	0010-801-1101-21350	69.17	OFFICE SUPPLIES-WATERS ETC		325228	
	0010-801-3201-21350	23.09	OFFICE SUPPLIES-MESH ORGANIZER		325228	
	0010-801-3210-21350	103.80	OFFICE SUPPLIES-TAPE ETC		325228	
	0010-801-3201-21250	54.19	OFFICE SUPPLIES-TAPE ETC		325228	
	0010-801-4209-21350	116.94	OFFICE SUPPLIES-FOLDERS, PENS		325228	
						3,155.59
BRIAN PFLUGHOFT	0136-801-3101-33250	180.00	POST TRAINING		325229	
						180.00
PRADO FAMILY SHOOTING RANGE	0136-801-3101-33250	225.00	POST TRAINING		325230	
						225.00
RAMON ROMERO ROMERO	0075-450-0075-08420	280.00	GOLF TOURNAMENT (TRUST)		325249	
						280.00
RIVERSIDE COUNTY SHERIFFS DEPT	0136-801-3101-33250	455.00	POST TRAINING		325231	
						455.00
ROBERT D. DELACH	0010-450-3101-09000	20,000.00	EVIDENCE RETURN		325250	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						20,000.00
EVERARDO ROMO	0160-801-3101-39400	18.00-	VOID		324329	18.00-
SAN DIMAS CANYON CLUBHOUSE	0075-450-0075-08420	11,900.24	POLICE-GOLF TOURNAMENT-TRUST	20-0073	325257	11,900.24
SAN GABRIEL BASIN WATER	0092-801-4222-22900	40,224.48	WATER ASSESSMENT		325232	40,224.48
SPRINT COMMUNICATIONS COMPANY, LP	0010-801-3115-38400	985.70	MPLS OVER ETHERNET	20-0020	325233	1,971.40
	0010-801-3115-38400	985.70	MPLS OVER ETHERNET	20-0020	325233	
THE STANDARD INSURANCE CO.	0065-464	549.49	EXECUTIVE PREMIUM		325251	549.49
THE CORPORATE GIFT SERVICE, INC.	0075-450-0075-08420	1,057.99	GOLF TOURNAMENT (TRUST)		325252	1,057.99
TYLER TECHNOLOGIES, INC.	0010-801-5004-99067	700.00	SOFTWARE CAD/RMS	20-0151	325234	700.00
VINCENT VASQUEZ	0136-801-3101-33250	180.00	POST TRAINING		325235	180.00
VERIZON WIRELESS	0010-801-6502-32050	55.49	WIRELESS VOICE & DATA SERVICE		325236	
	0010-801-3112-32050	56.69	WIRELESS VOICE & DATA SERVICE		325236	
	0010-801-1408-32050	0.19	WIRELESS VOICE & DATA SERVICE		325236	
	0010-801-4213-32050	38.01	WIRELESS VOICE & DATA SERVICE		325236	
	0010-801-3240-32050	15.12	WIRELESS VOICE & DATA SERVICE		325236	
	0010-801-4214-32050	38.01	WIRELESS VOICE & DATA SERVICE		325236	
	0010-801-3112-32050	137.90	WIRELESS VOICE & DATA SERVICE		325236	
	0010-801-4202-32050	112.18	WIRELESS VOICE & DATA SERVICE		325236	
	0010-801-4209-32050	148.99	WIRELESS VOICE & DATA SERVICE		325236	
	0010-801-4210-32050	3.33	WIRELESS VOICE & DATA SERVICE		325236	

CITY OF MONTEREY PARK
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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
VERIZON WIRELESS	0010-801-4212-32050	94.70	WIRELESS VOICE & DATA SERVICE		325236	
	0010-801-6517-32050	12.74	WIRELESS VOICE & DATA SERVICE		325236	
	0092-801-4221-32050	25.37	WIRELESS VOICE & DATA SERVICE		325236	
	0092-801-4222-32050	0.19	WIRELESS VOICE & DATA SERVICE		325236	
	0010-801-1201-32050	93.50	WIRELESS VOICE & DATA SERVICE		325236	
	0010-801-1101-32050	56.69	WIRELESS VOICE & DATA SERVICE		325236	
						889.10
JULIE MARIE VILLANUEVA	0010-801-6001-33100	26.86	PETTY CASH-MILEAGE		325242	
	0010-801-6001-21350	95.46	PETTY CASH-SUPPLIES		325242	
	0010-801-6001-21350	32.99	PETTY CASH-SUPPLIES		325242	
	0010-801-6006-22450	90.27	PETTY CASH-SUPPLIES		325242	
						245.58
WEBIPLEX, INC	0010-801-3115-31700	5,235.00	SUBPOENA SOFTWARE LICENSE	20-0164	325253	
						5,235.00
YINYAO WEI	0010-701-0010-07630	40.80-	VOID		324903	
						40.80-
WEST COAST LIGHTS & SIRENS	0160-850-4211-54050	4,348.95	INSTALL EQUIP IN VIN KG752541		325237	
	0160-850-4211-54050	4,143.51	INSTALL EQUIP IN VIN KG170122		325237	
						8,492.46
WEX BANK	0060-801-4211-22250	1,100.35	GASOLINE		325254	
						1,100.35
DAVID ZAPATA	0092-801-4223-23050	158.07	WATER SUPPLIES		325238	
	0092-801-4223-23050	24.18	WATER SUPPLIES		325238	
	0092-801-4223-23050	66.45	WATER SUPPLIES		325238	
						248.70

CITY OF MONTEREY PARK
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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
TOTAL FOR PREPAID WARRANTS						158,404.74
PRINTED		158,404.74				

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ADVANTAGE SEALING SYSTEMS INC.	0022-801-4206-23100	533.05	GUARD TOP SEAL		325258	533.05
AES WATER, INC	0092-801-4222-23400	2,420.00	MAINTENANCE SUPPLIES		841 **	2,420.00
AIRGAS, INC.	0349-801-3201-39400	3,281.34	WELDER	20-0101	842 **	3,281.34
ANGELINA ALFINITO	0159-801-6507-31910	456.55	INSTRUCTOR-RECREATION CLASS		325259	456.55
ALL CITIES ENGINEERING, INC	0110-850-5003-91945	9,776.00	ADA CURB RAMPS SIDEWALK	19-0282	325260	10,001.60
	0110-406	225.00	ADA CURB RAMPS SIDEWALK		325260	
	0110-801-5003-91945	0.60	ADA CURB RAMPS SIDEWALK		325260	
ALLSTAR FIRE EQUIPMENT INC.	0010-801-3210-38400	954.95	USAR ITEMS		843 **	954.95
RUSSELL AMUNDSON	0010-801-3103-22310	665.76	UNIFORM REIMBURSEMENT		325261	665.76
ARAMARK UNIFORM & CAREER APPAREL GF	0060-801-4211-22300	62.34	UNIFORMS		844 **	311.70
	0060-801-4211-22300	62.34	UNIFORMS		844 **	
	0060-801-4211-22300	62.34	UNIFORMS		844 **	
	0060-801-4211-22300	62.34	UNIFORMS		844 **	
	0060-801-4211-22300	62.34	UNIFORMS		844 **	
ARC IMAGING RESOURCE - CALIFORNIA	0092-801-4222-38400	1,142.14	PRINTER RENTAL	20-0162	325262	2,284.28
	0092-801-4222-38400	1,142.14	PRINTER RENTAL	20-0162	325262	
AUTOZONE PARTS, INC.	0060-801-4211-23500	26.27	UNIT 038 - SEAT CUSHION	20-0031	325263	
	0060-801-4211-23500	25.17	SHOP SUPPLY	20-0031	325263	
	0060-801-4211-23500	105.10	UNIT 073 - CALIPERS	20-0031	325263	

** Indicates an ACH-Payment transaction

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AUTOZONE PARTS, INC.	0060-801-4211-23500	32.84	UNIT 964 - VALVE COVER	20-0031	325263	
	0060-801-4211-23500	18.00-	CREDIT - BATTERY	20-0031	325263	
						171.38
BACKFLOW APPARATUS & VALVE CO	0092-801-4221-23300	1,353.50	MAINTENANCE SUPPLIES		325264	
						1,353.50
VINCENT BALTIERRA III	0010-801-1801-39400	1,056.00	TUITION REIMBURSEMENT		325265	
						1,056.00
KATALINA BELTRAN	0159-801-6507-31910	3,020.89	INSTRUCTOR-RECREATION CLASS		845 **	
						3,020.89
DARREN BRADEN	0010-801-1801-39400	1,665.00	TUITION REIMBURSEMENT-BOOK		325266	
						1,665.00
BROADSPEC INC.	0010-801-3240-31950	11,400.00	TEMPORARY STAFFING	20-0113	325267	
						11,400.00
CALIFORNIA RURAL WATER ASSOCIATION	0092-801-4220-39400	275.00	WATER-TRAINING		325268	
						275.00
CALIFORNIA WATER SERVICE CO.	0092-801-4222-36300	15.81	WATER SERVICE		325269	
	0092-801-4222-36300	86.84	WATER SERVICE		325269	
	0092-801-4222-36300	42.45	WATER SERVICE		325269	
	0092-801-4222-36300	15.81	WATER SERVICE		325269	
						160.91
CALLAND ENGINEERING, INC.	0152-801-1405-38650	2,000.00	HOME REHAB-1119 KNOLL AVE #582		325270	
						2,000.00
CAMINO REAL CHEVROLET	0060-801-4211-23500	282.72	UNIT 990 - GLOVE BOX		325271	
						282.72
CANON FINANCIAL SERVICES, INC.	0010-801-3104-37500	1,732.45	COPIER MACHINE RENTAL		846 **	
	0010-801-3104-37500	461.02	COPIER MACHINE RENTAL		846 **	
	0092-801-4222-31950	683.39	COPIER MACHINE RENTAL		846 **	
	0060-801-4211-31950	464.64	COPIER MACHINE RENTAL		846 **	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						3,341.50
CARL WARREN & COMPANY	0062-801-5101-35600	375.00	LIABILITY CLAIMS ADMIN FEES		325272	
	0062-801-5101-35600	750.00	LIABILITY CLAIMS ADMIN FEES		325272	
	0062-801-5101-35600	50.00	LIABILITY CLAIMS ADMIN FEES		325272	
	0062-801-5101-35600	375.00	LIABILITY CLAIMS ADMIN FEES		325272	
						1,550.00
CDWG GOVERNMENT INC	0010-801-1404-22750	95.60	SUPPLIES-TONER CARTRIDGE		325273	
						95.60
CHARLES E THOMAS CO. INC.	0060-801-4211-31950	320.38	CNG MAINTENANCE		325274	
						320.38
CHARTER COMMUNICATIONS	0010-801-6502-32050	86.25	INTERNET/CABLE SERVICE		325275	
	0010-801-6502-32050	86.25	INTERNET/CABLE SERVICE		325275	
	0010-801-6502-32050	0.36	INTERNET/CABLE SERVICE		325275	
	0010-801-3210-32050	104.98	INTERNET/CABLE SERVICE ST62		325275	
	0010-801-3210-32050	104.98	INTERNET/CABLE SERVICE ST63		325275	
						382.82
CINTAS CORPORATION NO. 3	0010-801-6505-22150	179.69	JANITORIAL & CLEANING SUPPLIES		325276	
	0010-801-6505-22150	187.02	JANITORIAL & CLEANING SUPPLIES		325276	
	0010-801-6505-22150	179.69	JANITORIAL & CLEANING SUPPLIES		325276	
						546.40
COMPUTER SERVICE COMPANY	0022-801-4206-38400	3,200.00	PREVENTATIVE MAINT- AUGUST	20-0019	325277	
						3,200.00
COUNTY OF LOS ANGELES	0465-801-3201-22750	1,751.00	PARAMEDIC TRAINING-CHAPMAN		325278	
						1,751.00
CPRS	0010-801-6508-39300	165.00	MEMBERSHIP-G.CHAVEZ		325279	
	0010-801-6503-39300	150.00	MEMBERSHIP - O.MURO		325279	
						315.00
CPS HUMAN RESOURCE SERVICES	0010-801-1801-31950	829.40	RECRUITMENT - SR. A/C CLERK		325280	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CPS HUMAN RESOURCE SERVICES	0010-801-1801-31950	819.50	RECRUITMENT - LIB CLERK		325280	1,648.90
BILL CUEVAS	0010-801-3103-22310	342.82	UNIFORM REIMBURSEMENT		325281	
	0010-801-3103-22310	126.24	UNIFORM REIMBURSEMENT		325281	469.06
DELL MARKETING LP	0010-801-5002-88560	141.24	PROJECTOR SCREEN		847 **	141.24
DEPARTMENT OF JUSTICE	0010-801-1801-39550	1,127.00	FINGERPRINT PROCESSING		848 **	
	0010-801-6001-21350	49.00	FINGERPRINT PROCESSING		848 **	
	0010-801-6502-31950	49.00	FINGERPRINT PROCESSING		848 **	
	0160-801-3101-39400	800.00	POST TRAINING		848 **	2,025.00
DIVERSIFIED ALARM SERVICE	0010-801-6502-38400	135.00	ALARM SERVICE		849 **	
	0010-850-3115-38400	300.00	SOFTWARE MAINT, 9/1-9/30/19		849 **	
	0010-801-3112-38400	135.00	MONITORING SERVICE-SEQ PARK		849 **	
	0010-801-3112-38400	135.00	MONITORING SERVICE-BRADSHAW		849 **	
	0010-801-3112-38400	135.00	MONITORING SERVICE-SOMBRERO		849 **	
	0010-801-6502-32050	135.00	ALARM SYSTEM-LA LOMA PK		849 **	
	0010-801-6502-32050	235.00	ALARM SYSTEM-GARVEY RANCH		849 **	
	0010-801-6502-32050	445.00	ALARM SYSTEM-GARVEY RANCH		849 **	1,655.00
DLT SOLUTIONS INC	0010-801-1404-24150	619.48	ANNUAL SOFTWARE MAINTENANCE		325282	619.48
DUNN-EDWARDS CORPORATION	0022-801-4206-23100	67.08	STREET SUPPLIES	20-0085	325283	67.08
E C CONSTRUCTION CO.	0110-801-4202-23600	1,570.00	UTILITY POTHOLING		850 **	1,570.00
EAST LOS ANGELES COLLEGE BAND	0075-450-0075-08110	200.00	REFUND-FIREWORK STAND DEPOSIT		325284	

** Indicates an ACH-Payment transaction

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						200.00
ELAC WOMEN'S SOFTBALL	0075-450-0075-08110	200.00	REFUND-FIREWORK STAND DEPOSIT		325285	200.00
						200.00
ELECTRIC CAR SALES & SERVICE, INC	0060-801-4211-23500	2,998.80	BATTERIES FOR ELECTRIC VEHICLE	20-0097	325286	2,998.80
ELLIOTT AUTO SUPPLY CO., INC.	0060-801-4211-23500	121.60	UNIT 882-VALVE ASSY		325287	
	0060-801-4211-23500	32.50	STOCK-WIX PRODUCTS		325287	
	0060-801-4211-23500	68.02	STOCK-FILTERS, AIR CLEANERS		325287	
	0060-801-4211-23500	52.53	STOCK-PD BRAKES		325287	
	0060-801-4211-23500	77.52	STOCK-AIR CLEANER FILTER		325287	
	0060-801-4211-23500	52.53	STOCK-PD SUV BRAKES		325287	
	0060-801-4211-23500	76.79	STOCK-TENSIONER		325287	481.49
EMPIRE CLEANING SUPPLY	0178-801-6502-22150	764.00	CLEANING SUPPLIES		325288	
	0178-801-6502-22150	180.41	CLEANING SUPPLIES		325288	
	0178-801-6502-22150	136.00	CLEANING SUPPLIES		325288	
	0178-801-6502-22150	855.80	CLEANING SUPPLIES		325288	
	0010-801-6517-22150	782.65	PARKS SUPPLIES	20-0108	325288	2,718.86
EMS PERSONNEL FUND	0010-801-3220-41100	200.00	PARAMEDIC LICENSE-T AYALA		325289	200.00
ENNIS-FLINT INC	0022-801-4206-23100	2,433.65	STREET SUPPLIES	20-0086	325290	2,433.65
EWING IRRIGATION PRODUCTS, INC.	0010-801-6517-23300	301.71	PARK SUPPLIES	20-0111	325291	301.71
FILEKEEPERS, LLC	0010-801-1802-31950	192.00	STORAGE FEES-9/1-9/30/19		325292	192.00
FIRST TRANSIT INC	0166-801-4201-31960	96,336.64	SPIRIT BUS FARE	20-0048	325293	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
FIRST TRANSIT INC	0166-801-4201-31960	209.65	SPIRIT BUS FARE	20-0048	325293	
	0109-701-0109-07680	2,163.93-	SPIRIT BUS FARE		325293	94,382.36
FLEETCREW, INC.	0060-801-4211-38400	555.81	UNIT 113-BIT INSPECTION		851 **	555.81
FOOTHILL CHAPTER - ICC	0010-801-4214-39300	50.00	MEMBERSHIP RENEWAL		325294	50.00
FORD OF MONTEBELLO	0060-801-4211-23500	38.77	UNIT 124-FUEL DOOR HOUSING		325295	
	0060-801-4211-23500	170.58	UNIT 124-FUEL FILTER		325295	
	0060-801-4211-23500	108.03-	CREDIT		325295	101.32
FORWARD THINKING SYSTEMS, LLC	0109-801-6511-31180	60.00	DIAL-A-RIDE GPS SERVICE FEE		325296	
	0109-801-6511-31180	60.00	DIAL-A-RIDE GPS SERVICE FEE		325296	120.00
GALLADE CHEMICAL, INC.	0092-801-4222-23300	1,180.41	WATER SUPPLIES-SODIUM CHLORIDE		325297	
	0092-850-4222-23300	565.53	WATER SUPPLIES-SODIUM CHLORIDE	19-0121	325297	1,745.94
GALLS, LLC	0010-801-3210-22310	131.76	UNIFORM-R RYSDON		852 **	131.76
GARVEY EQUIPMENT COMPANY	0010-801-6517-23050	277.20	PARK SUPPLIES	20-0109	853 **	
	0060-801-4211-38400	98.48	P127-SERVICED		853 **	375.68
GEORGE G BOGHOSSIAN & ASSO INC	0161-450-4212-06910	2,500.00	PLAN CHECK		854 **	2,500.00
GOLDEN STATE WATER COMPANY	0092-801-4222-36300	73.75	WATER SERVICE-MAY-JULY 2019		325298	73.75
GOLDSTREET DESIGN AGENCY, INC	0092-801-4221-39250	4,056.18	WATER QUALITY REPORT PRINTING	20-0140	325299	4,056.18

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
GRICELDA GOMEZ	0010-801-3205-39400	400.00	FIRE MARSHAL TRAINING		325300	400.00
GOVCONNECTION INC.	0010-801-3115-38400	1,195.83	TRAFFIC BUREAU SUPPLIES		325301	
	0010-801-6502-31700	1,051.59	POOL FIREWALL/ROUTER		325301	2,247.42
GRAINGER	0092-801-4222-23400	269.25	WATER SUPPLIES		325302	
	0110-801-4202-23600	1,944.39	STREET SUPPLIES-CLEAN SOLVENT		325302	2,213.64
GRAND PRIX TIRE & AUTO CENTER	0060-801-4211-23500	63.51	TIRES		325303	
	0060-801-4211-23500	1,474.00	TIRES		325303	1,537.51
GRM INFORMATION MANAGEMENT	0010-801-1801-38400	243.00	STORAGE & USER FEE-AUG	20-0006	325304	243.00
GRP 2 UNIFORMS INC	0010-801-3103-22310	63.31	UNIFORMS-M CONTRERAS		855 **	63.31
H & H AUTO PARTS WHOLESALE	0060-801-4211-23500	310.20	UNIT 865-INJECTOR KIT	20-0018	325305	310.20
H2O RESTORATION INC.	0010-801-4210-38100	2,472.47	BLDG MAINT SERVICES-LANGLEY		325306	2,472.47
HAAKER EQUIPMENT COMPANY	0060-801-4211-38400	958.41	REPAIR HOSE REEL-UNIT 113		856 **	958.41
HACH COMPANY (AKA ELE	0092-801-4222-23700	58.52	WATER SUPPLIES		325307	
	0092-801-4222-23300	405.14	WATER SUPPLIES		325307	
	0092-801-4222-23700	490.55	WATER SUPPLIES		325307	
	0092-801-4222-23700	481.80	WATER SUPPLIES		325307	1,436.01
HANSON AGGREGATES	0110-801-4202-23600	616.30	STREET REPAIR		325308	616.30

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
HARRINGTON INDUSTRIAL PLASTICS LLC	0092-801-4222-23700	660.24	WATER SUPPLIES		857 **	
	0092-801-4222-23700	735.24	WATER SUPPLIES		857 **	1,395.48
HOLLIDAY ROCK CO INC	0110-801-4202-23600	505.12	STREETS SUPPLIES		325309	505.12
HOME DEPOT CREDIT SERVICES	0010-801-3210-22750	31.63	COATED HOOKS MISC STAT 62		325310	
	0010-801-3230-38400	87.91	CERT VAN TRAILER REPAIR ITEMS		325310	
	0010-801-6503-22150	140.63	TAPE, BLADE, NATURAL SALT		325310	
	0010-801-6503-22150	68.77	NATURAL SALT		325310	
	0093-801-4227-23300	26.85	WATER SUPPLIES-WELL12		325310	
	0092-801-4223-23350	776.45	WATER SUPPLIES		325310	
	0092-801-4222-23700	125.62	WATER SUPPLIES		325310	
	0092-801-4222-23700	27.24	WATER SUPPLIES		325310	1,285.10
IDENTIFIX, INC	0060-801-4211-31950	1,428.00	ONLINE VEHICLE TROUBLESHOOTING		325311	1,428.00
INFOSEND, INC.	0092-801-4221-32200	3,882.29	POSTAGE/MAILING PROCESSING	20-0148	858 **	3,882.29
INTERNATIONAL CODE COUNCIL, INC	0010-801-4214-31950	159.87	REFERENCE STANDARDS		859 **	
	0010-801-3205-39350	42.65	GUIDE BOOK		859 **	202.52
INTERSTATE BATTERY SYSTEMS OF	0060-801-4211-23500	324.37	STOCK-BATTERY		325312	324.37
JCL TRAFFIC SERVICES	0022-801-4206-23800	68.44	STREET SUPPLIES		860 **	
	0022-801-4206-23800	1,768.43	STREET SUPPLIES		860 **	1,836.87
JHM SUPPLY INC	0010-850-6517-23300	701.39	PARK SUPPLIES	19-0498	861 **	
	0176-801-5004-91590	644.12	PARK SUPPLIES		861 **	

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						1,345.51
KEYSER MARSTON ASSOCIATES INC.	0010-850-1205-31950	1,265.63	MARKET PLACE SERVICES		325313	1,265.63
KNIGHT COMMUNICATIONS INC	0010-801-3115-31700	1,537.50	IT MANAGEMENT SERVICE-SEPT 19	20-0032	325314	
	0362-801-3115-31700	8,962.50	IT MANAGEMENT SERVICE-SEPT 19	20-0032	325314	10,500.00
L & M FOOTWEAR INC	0010-801-6517-22300	400.00	PARKS WORK BOOTS	20-0099	862 **	
	0176-801-6516-22300	400.00	PARKS WORK BOOTS	20-0099	862 **	
	0010-801-6516-22300	219.32	PARKS WORK BOOTS	20-0099	862 **	
	0092-801-4221-22300	200.00	PARKS WORK BOOTS	20-0147	862 **	
	0092-801-4221-22300	225.00	PARKS WORK BOOTS	20-0147	862 **	
	0092-801-4223-22300	200.00	PARKS WORK BOOTS	20-0147	862 **	
	0092-801-4223-22300	200.00	PARKS WORK BOOTS	20-0147	862 **	
	0092-801-4223-22300	199.27	PARKS WORK BOOTS	20-0147	862 **	
	0092-801-4222-22300	199.26	WATER WORK BOOTS		862 **	
	0092-801-4222-22300	200.00	WATER WORK BOOTS		862 **	2,442.85
L.A.U.S.D. PERSONNEL	0010-801-1801-39400	90.00	BILINGUAL TESTING SERVICES		325315	90.00
LA KAM KWONG CHURCH	0075-450-0075-08110	200.00	REFUND FIREWORK STAND DEPOSIT		325316	200.00
SARA LAM	0075-450-0075-08630	300.00	SECURITY DEPOSIT REFUND		325317	300.00
LAWNSCAPE SYSTEMS, INC	0092-801-4222-38500	5,200.00	MONTHLY LANDSCAPE-AUG 2019	20-0132	325318	
	0092-801-4222-38500	5,200.00	MONTHLY LANDSCAPE-JULY 2019	20-0132	325318	10,400.00
LIBSOURCE, LLC	0010-801-6006-31950	1,520.00	LIBRARIAN SERVICES-JULY 2019		325319	
	0010-801-6006-31950	1,520.00	LIBRARIAN SERVICES-AUG 2019		325319	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						3,040.00
LIFE-ASSIST INC	0010-801-3220-22350	386.30	ADENOSINE	20-0064	325320	
	0010-801-3220-22350	246.96	SODIUM CHLORIDE	20-0064	325320	
	0010-801-3220-24200	327.43	SANI WIPES,BIOHAZARD BAGS	20-0064	325320	
	0010-801-3220-22350	739.00	ADENOSINE,ATROPINE SULFATE	20-0064	325320	
	0010-801-3220-24200	138.56	AIRWAY KITS	20-0064	325320	
	0010-801-3220-22350	199.28	ODENSETRON	20-0064	325320	
	0010-801-3220-24200	3,423.48	ADHS BANDAGES	20-0064	325320	
	0010-801-3220-24200	430.33	BLUE SENSOR ELECTRODES	20-0064	325320	
	0010-801-3220-24200	601.15	EXAM GLOVES	20-0064	325320	
	0010-801-3220-24200	647.15	TRACTION SPLINTS	20-0064	325320	
						7,139.64
LINCOLN EQUIPMENT INC.	0178-801-6503-23050	139.63	POOL SUPPLIES		325321	
	0010-801-6503-23050	490.29	POOL SUPPLIES	20-0058	325321	
	0010-801-6503-23050	672.66	POOL SUPPLIES	20-0058	325321	
	0010-801-6503-23050	672.22	POOL SUPPLIES	20-0058	325321	
	0010-801-6503-23050	413.20	POOL SUPPLIES	20-0058	325321	
						2,388.00
LOOMIS ARMORED US, INC.	0010-801-1403-31950	282.09	ARMORED CARRIER SERVICE		325322	
	0092-801-4223-31950	282.10	ARMORED CARRIER SERVICE		325322	
						564.19
LOS ANGELES COUNTY FIRE DEPT.	0060-801-3210-38400	963.39	REPAIRS-UNIT 856, 950 & 984		325323	
						963.39
LOS ANGELES TRUCK CENTERS, LLC (DBA	0060-801-4211-38400	1,194.76	UNIT 113 - A/C REPAIRS		325324	
						1,194.76
LU'S LIGHTHOUSE, INC.	0042-801-4204-23700	812.44	STREET SUPPLIES		325325	
	0060-801-4211-23500	76.66	STOCK-SURFACE MOUNT LIGHTS		325325	
						889.10

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MAK FIRE PROTECTION ENGINEERING & C	0010-801-3205-31950	139.00	FIRE PLAN CHECK	20-0051	325326	
	0010-801-3205-31950	2,903.59	FIRE PLAN CHECK	20-0051	325326	
	0010-801-3205-31950	7,847.00	FIRE PLAN CHECK	20-0051	325326	10,889.59
MARIPOSA LANDSCAPES, INC	0010-801-6516-31190	9,832.00	LANDSCAPE MAINTENANCE	20-0104	325327	9,832.00
MCMASTER-CARR SUPPLY CO.	0092-801-4223-22300	2,469.72	WATER-OUTDOOR SAFETY CABINET		863 **	
	0092-801-4222-23700	334.70	WATER SUPPLIES		863 **	
	0092-801-4222-23700	130.08	WATER SUPPLIES		863 **	
	0092-801-4222-23700	178.20	WATER SUPPLIES		863 **	
	0092-801-4223-22300	1,387.28	WATER SUPPLIES		863 **	
	0092-801-4222-23400	150.86	WATER SUPPLIES		863 **	
	0092-801-4222-23700	67.65	WATER SUPPLIES		863 **	
	0092-801-4222-23700	207.65	WATER SUPPLIES		863 **	
	0092-801-4222-23700	134.58	WATER SUPPLIES		863 **	
	0092-801-4222-23700	98.80	WATER SUPPLIES		863 **	
	0092-801-4222-23700	207.65-	WATER SUPPLIES		863 **	
						4,951.87
METROPOLITAN WATER DISTRICT	0010-801-6517-37700	1,891.84	LEASE-GARVEY RESERVOIR		325328	1,891.84
MILES CHEMICAL COMPANY INC	0093-850-4227-23300	6,682.64	HYDROCHLORIC ACID	17-0477	864 **	
	0093-801-4227-23300	555.05	HYDROCHLORIC ACID		864 **	7,237.69
MISSION SUPER HARDWARE	0176-801-6516-24100	9.14	PARK SUPPLIES		325329	
	0176-801-6516-24100	58.86	PARK SUPPLIES		325329	68.00
MIWALL CORPORATION	0010-801-3103-22620	125.71	AMMUNITION	20-0118	325330	125.71

** Indicates an ACH-Payment transaction

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/02/2019

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MOORE IACOFANO GOLTSMAN, INC.	0010-850-5002-99026	20,065.75	CONSULTING SERVICES	19-0376	325331	20,065.75
RICKY MUNDER	0160-801-3101-39400	250.00	TRAINING		325332	250.00
MYSTERY RANCH LTD	0010-801-3210-24100	2,689.52	HOTSHOT GEAR BAGS	20-0130	325333	2,689.52
NATIONAL TESTING NETWORK, INC	0010-801-1801-39550	212.50	HUMAN RESOURCES MEMBERSHIP		325334	425.00
	0010-801-3101-39350	212.50	HUMAN RESOURCES MEMBERSHIP		325334	
NET TRANSCRIPTS INC.	0010-801-3114-38400	77.61	POLICE TRANSCRIPTION SERVICES		325335	77.61
NEW CENTURY MOTORSPORTS LLC	0060-801-4211-38400	300.31	UNIT 122-R & R REAR TIRE		325336	300.31
O'REILLY AUTO PARTS, LLC	0060-801-4211-23500	19.34	FILTERS	20-0016	865 **	269.53
	0060-801-4211-23500	17.09	UNIT 976-THERMOSTAT	20-0016	865 **	
	0060-801-4211-23500	10.00-	RETURN-BATTERY	20-0016	865 **	
	0060-801-4211-23500	35.87	UNIT 955-VALVE COVER GASKET	20-0016	865 **	
	0060-801-4211-23500	3.93	UNIT 955-SPARK PLUG	20-0016	865 **	
	0060-801-4211-22250	16.41	HYDRAULIC OIL		865 **	
	0060-801-4211-22250	20.79	UNIT 063-ANTIFREEZE		865 **	
	0060-801-4211-23500	30.65	UNIT 092-FLOOR MATS	20-0016	865 **	
	0060-801-4211-23500	165.45	UNIT 990-CLIMATE CONTROL MODUL	20-0016	865 **	
	0060-801-4211-23500	30.00-	RETURN-BATTERY	20-0016	865 **	
OCLC, INC	0010-801-6003-31700	1,191.32	LIBRARY CATALOGING SERVICE		325337	1,191.32
OFFICE DEPOT INC.	0010-801-3102-22750	54.91	TRAFFIC SUPPLIES		325338	
	0010-801-3114-21350	441.49	RECORDS SUPPLIES		325338	

** Indicates an ACH-Payment transaction

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
OFFICE DEPOT INC.	0010-801-3114-21250	118.23	RECORDS SUPPLIES		325338	
	0010-801-3114-21300	21.19	RECORDS SUPPLIES		325338	
	0010-801-3104-38400	350.38	EVIDENCE SUPPLIES		325338	
	0010-801-3104-38400	501.49	EVIDENCE SUPPLIES		325338	
	0010-801-3104-38400	131.24	EVIDENCE SUPPLIES		325338	
	0010-801-3104-38400	496.14	EVIDENCE SUPPLIES		325338	
	0010-801-3220-21250	108.38	OFFICE SUPPLIES	20-0075	325338	
	0010-801-6502-21250	75.76	OFFICE SUPPLIES		325338	
	0010-801-6502-21250	87.59	OFFICE SUPPLIES		325338	
	0060-801-4211-21350	59.17	OFFICE SUPPLIES		325338	
						2,445.97
PACIFIC TRUCK EQUIP.	0060-801-4211-23500	42.41	LOCK, KEYS & RIVETS-UNIT 021		325339	
						42.41
DANIEL PARK	0349-801-3201-39400	120.00	LEADERSHIP COURSE		325340	
						120.00
PORTAGE NOTEBOOK LLC	0010-801-3103-38400	171.65	POCKET NOTEBOOKS		325341	
						171.65
PREFERRED ALLIANCE INC	0010-801-1801-31900	81.12	DRIVER TESTING		325342	
	0010-801-1801-31900	81.12	DRIVER TESTING		325342	
						162.24
PRIORITY LANDSCAPE SERVICES	0344-801-5002-99290	994.52	LANDSCAPE SERVICES		866 **	
	0344-801-5002-99290	2,320.00	LANDSCAPE SERVICES		866 **	
	0344-801-5002-99290	1,655.00	LANDSCAPE SERVICES		866 **	
	0344-801-5002-99290	2,320.00	LANDSCAPE SERVICES		866 **	
	0344-801-5002-99290	994.52	LANDSCAPE SERVICES		866 **	
						8,284.04
PYRO-COMM SYSTEMS, INC	0010-801-6001-38400	135.00	FIRE ALARM MONITORING		867 **	
						135.00

** Indicates an ACH-Payment transaction

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/02/2019

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
RELIANT IMMEDIATE CARE MEDICAL GROU	0010-801-1801-31900	50.00	RESPIRATORY EXAMINATION		325343	
	0010-801-1801-31900	50.00	RESPIRATORY EXAMINATION		325343	
						100.00
RKA CONSULTING GROUP	0161-450-4212-06910	840.00	GEOTECH-432-434 S ALHAMBRA	20-0153	325344	
	0161-450-4212-06910	1,330.00	GEOTECH-220 N ATLANTIC	20-0156	325344	
	0161-450-4212-06910	490.00	GEOTECH-420 N ATLANTIC	20-0154	325344	
	0010-850-5004-96095	4,125.00	FIRE STATION 63 SLOPE	19-0408	325344	
						6,785.00
ROADLINE PRODUCTS INC. USA	0022-801-4206-23100	607.73	STREET SUPPLIES		325345	
						607.73
RUDY CONTRERAS	0160-801-3101-39400	250.00	TRAINING		325346	
						250.00
S & J SUPPLY CO.	0092-801-4223-23300	1,694.65	WATER SUPPLIES		325347	
						1,694.65
S C FUELS	0060-801-4211-22250	11,200.90	FUEL	20-0014	868 **	
	0060-801-4211-22250	11,235.87	FUEL	20-0014	868 **	
	0060-801-4211-22250	715.84	MOTOR OIL	20-0014	868 **	
	0060-801-4211-22250	1,601.91	SHOP SUPPLIES-LUBRICANTS	20-0014	868 **	
						24,754.52
SAIGON DIGITAL PRINTING & COPY	0010-801-3205-39250	98.55	2-PART VIOLATION FORMS		325348	
	0010-801-3205-39250	312.08	2-PART FIRE INSPECTION FORMS		325348	
						410.63
SAN ANDELL SWIMMING POOLS	0092-801-4222-23300	291.22	LIQUID CHLORINE		325349	
						291.22
SAN GABRIEL VALLEY WATER CO.	0092-801-4222-36300	1.51	WATER SERVICES		325350	
						1.51
SAN LUIS BUTANE DISTRIBUTORS, INC	0060-801-4211-22250	38.30	UNIT 091	20-0119	325351	
	0060-801-4211-22250	55.47	UNIT 091	20-0119	325351	

** Indicates an ACH-Payment transaction

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/02/2019

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						93.77
SUSAN SAXE-CLIFFORD, PH.D.	0010-801-3101-22750	450.00	PSYCHOLOGICAL EVALUATION		325352	
	0010-801-3101-22750	450.00	PSYCHOLOGICAL EVALUATION		325352	900.00
ANDREW SERRANO	0159-801-6507-31910	126.91	INSTRUCTOR-RECREATION CLASS		325353	126.91
SHRED-IT US JV LLC	0010-801-3114-38400	525.36	DESTRUCTION SERVICES		869 **	525.36
GARY SIMS	0160-801-3101-39400	215.00	TRAINING		325354	215.00
SONSRAY MACHINERY LLC	0060-801-4211-23500	1,108.69	BLADE SCRAPERS-UNIT 080		325355	1,108.69
SOTH-UNITED METHODIST CHRUCH	0075-450-0075-08110	200.00	REFUND-FIREWORK DEPOSIT (TRUST)		325356	200.00
SOUTH COAST AIR QUALITY	0092-801-4222-41100	2,105.10	AQMD FEES		325357	
	0092-801-4222-41100	136.40	AQMD FEES		325357	2,241.50
SOUTHWEST LIFT & EQUIPMENT, INC.	0060-801-4211-38400	940.60	ANNUAL SVC INSPECTIONS	20-0013	325358	940.60
SPECIAL "T" WATER SYSTEMS, INC.	0092-801-4222-23300	533.25	WATER SOFTENER		325359	533.25
SPRINT COMMUNICATIONS COMPANY, LP	0010-801-3104-33050	100.00	CELL PHONE PING MPPD		325360	
	0010-801-3104-33050	100.00	CELL PHONE PING MPPD		325360	
	0010-801-3104-39100	50.00	SITE ACTIVATION FEE		325360	250.00
ST. STEPHENS MARTYR SCHOOL	0075-450-0075-08110	200.00	REFUND-FIREWORK DEPOSIT (TRUST)		325361	200.00
STETSON ENGINEERS, INC	0093-850-4226-31950	57.80	NPDES APP SERVICES	19-0153	325362	

** Indicates an ACH-Payment transaction

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/02/2019

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
STETSON ENGINEERS, INC	0093-850-4229-31950	29.27	NPDES APP SERVICES	19-0153	325362	
	0093-850-4230-31950	29.27	NPDES APP SERVICES	19-0153	325362	
	0092-850-4222-31950	3,863.00	NPDES APP SERVICES	19-0153	325362	3,979.34
JIA FANG SU	0159-801-6507-31910	823.91	INSTRUCTOR-RECREATION CLASS		325363	823.91
SUCCESS PRINTING & SIGN INC.	0010-850-1301-31750	484.60	DISTRICT CENSUS MAILERS		325364	
	0010-801-5004-91811	4,595.00	DISTRICT CENSUS MAILERS		325364	5,079.60
SUPERCO SPECIALTY PRODUCTS	0176-801-6516-23050	1,182.55	PARK SUPPLIES-GRAFFITI REMOVER		325365	1,182.55
TANK SPECIALISTS OF CALIFORNIA	0060-801-4211-22250	125.00	DESIGNATED OPERATOR SERVICE	20-0012	870 **	
	0060-801-4211-22250	125.00	DESIGNATED OPERATOR SERVICE	20-0012	870 **	
	0060-801-4211-22250	782.75	NOZZLE REPLACEMENT	20-0012	870 **	
	0060-801-4211-22250	125.00	DESIGNATED OPERATOR SERVICE	20-0012	870 **	
	0060-801-4211-22250	125.00	DESIGNATED OPERATOR SERVICE	20-0012	870 **	1,282.75
THE SAUCE CREATIVE SERVICES CORP	0075-450-0075-08616	131.40	GERANIUM FESTIVAL BANNER		325366	131.40
TITO AUTO TRIM	0060-801-4211-38400	190.00	FLEET REPAIR-UNIT 001		325367	
	0060-801-4211-38400	95.00	FLEET REPAIR-UNIT 063		325367	285.00
TOM'S CLOTHING & UNIFORMS INC	0010-801-6001-22150	157.68	UNIFORMS-LIBRARY JANITORIAL		325368	
	0092-801-4223-22310	300.00	UNIFORMS-J. VARELA		325368	
	0092-801-4223-22310	290.13	UNIFORMS-E. VILLARROEL		325368	
	0092-801-4223-22310	166.44	UNIFORMS-F. DOMINGUEZ		325368	914.25
TIM TRAN	0010-801-4214-33200	500.00	REIMBURSE CERTIFICATION		325369	

** Indicates an ACH-Payment transaction

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/02/2019

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						500.00
TRANSTECH	0010-801-5004-91752	420.00	BARNES PARK AMPHITHEATER		325370	
	0010-801-4212-31500	24,500.00	LINCOLN/GARVEY/GARFIELD PK LOT	20-0139	325370	
	0110-801-5003-91945	10,220.00	ADA CURB RAMPS & SIDEWALK	20-0143	325370	
	0110-801-5003-91945	4,200.00	ADA CURB RAMPS & SIDEWALK	20-0143	325370	
	0110-801-5003-91945	4,480.00	ADA CURB RAMPS & SIDEWALK	20-0143	325370	
	0110-801-5003-91945	5,460.00	ADA CURB RAMPS & SIDEWALK	20-0143	325370	
						49,280.00
TYLER TECHNOLOGIES, INC.	0063-850-5004-99055	10,200.34	ERP IMPLEMENTATION	19-0399	325371	
	0063-850-5004-99055	35,986.65	SOFTWARE LIC (15%)	19-0399	325371	
						46,186.99
U S SAFETY AND SUPPLY COMPANY	0092-801-4223-38400	213.00	WATER REPAIR		325372	
	0092-801-4222-23700	245.00	WATER REPAIR		325372	
						458.00
UNDERGROUND SERVICE ALERT	0092-801-4223-31950	121.76	CA STATE FEE-AUG 2019		871 **	
	0092-801-4223-31950	204.70	DATABASE MAINT FEE-SEPT 2019		871 **	
	0092-801-4223-31950	203.05	DATABASE MAINT FEE-AUG 2019		871 **	
	0092-801-4223-31950	121.76	CA STATE FEE-SEPT 2019		871 **	
						651.27
VALLEY MAINTENANCE CORP.	0010-801-6517-38250	4,300.00	PARKS JANITORIAL SERVICES-AUG	20-0116	325373	
						4,300.00
VERIZON WIRELESS	0010-801-3104-38400	38.01	WIRELESS VOICE & DATA SERVICE		325374	
	0010-801-3115-38400	38.01	WIRELESS VOICE & DATA SERVICE		325374	
	0010-801-3115-38400	100.01	WIRELESS VOICE & DATA SERVICE		325374	
	0010-801-3104-38400	38.01	WIRELESS VOICE & DATA SERVICE		325374	
	0010-801-3115-38400	38.01	WIRELESS VOICE & DATA SERVICE		325374	
	0010-801-3115-38400	23.75	WIRELESS VOICE & DATA SERVICE		325374	
	0010-801-3115-38400	100.01	WIRELESS VOICE & DATA SERVICE		325374	

** Indicates an ACH-Payment transaction

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/02/2019

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						375.81
VISTA PAINT CO.	0092-801-4222-23700	605.00	PAINT AND SUPPLIES		325375	605.00
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	6.39	GASKET-UNIT 874		872 **	
	0060-801-4211-23500	320.79	BATTERY		872 **	
	0060-801-4211-23500	82.98-	CREDIT		872 **	
	0060-801-4211-23500	13.14-	CREDIT		872 **	
	0060-801-4211-23500	39.42-	CREDIT		872 **	
	0060-801-4211-23500	61.35	CRANKSHAFT SENSOR		872 **	
	0060-801-4211-23500	80.13	CAM SENSOR,CONNECTOR		872 **	
	0060-801-4211-23500	213.86	BATTERY		872 **	
	0060-801-4211-23500	427.72	BATTERY		872 **	
	0060-801-4211-23500	120.46	TENSIONERS-UNT 865 & 123		872 **	
	0060-801-4211-23500	324.41-	CREDIT		872 **	
	0060-801-4211-23500	52.56-	CREDIT		872 **	
	0060-801-4211-23500	26.28-	CREDIT		872 **	
	0060-801-4211-23500	65.70-	CREDIT		872 **	
	0060-801-4211-23500	16.36	A/C REFRIGVALVE		872 **	
	0060-801-4211-23500	68.40	PD SUV BRAKE PADS		872 **	
	0060-801-4211-23500	320.79	BATTERY		872 **	
	0060-801-4211-23500	39.42-	CREDIT		872 **	992.34
WECK LABORATORIES INC	0093-801-4227-31950	508.00	VOLATILE ORGANIC COMPOUNDS		873 **	
	0092-801-4222-31950	508.00	VOLATILE ORGANIC COMPOUNDS		873 **	1,016.00
SHAOYAO SAMUEL WEI	0159-801-6507-31940	574.54	INSTRUCTOR-RECREATION CLASS		325376	574.54
WEST COAST ARBORISTS, INC.	0010-801-6516-31190	9,991.75	TREE MAINTENANCE-AUG 1-15 2019	20-0103	874 **	

** Indicates an ACH-Payment transaction

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/02/2019

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						9,991.75
WESTERN WATER WORKS SUPPLY CO.	0092-801-4222-23700	321.94	WATER SUPPLIES		875 **	321.94
WHITTIER FERTILIZER CO.	0176-801-6516-38500	36.38	TOP SOIL		325377	
	0176-801-6516-38500	154.35	PARK SUPPLIES		325377	190.73
WILCOX SUPPLY INC	0060-801-4211-23500	260.67	SHOP TOOLS-DVM METER		876 **	260.67
WITTMAN ENTERPRISES	0010-801-3220-31400	5,390.00	AMBULANCE BILLING SERVICES	20-0069	325378	5,390.00
BOB WONDRIES FORD	0060-801-4211-38400	2,290.25	UNIT 133 - MAINTENANCE	20-0030	325379	
	0060-801-4211-38400	215.59	UNIT 132 - MAINTENANCE	20-0030	325379	2,505.84
THOMAS WONG	0159-801-6507-31940	55.87	INSTRUCTOR-RECREATION CLASS		325380	55.87
GUOTAO ZENG	0010-801-3103-22310	154.30	UNIFORM REIMBURSEMENT		325381	
	0010-801-3103-22310	58.90	UNIFORM REIMBURSEMENT		325381	213.20
ZOLL MEDICAL CORPORATION	0010-801-3220-24200	422.52	ADULT CUFFS & PAPER		325382	422.52
ZUWEI CHEN	0159-801-6507-31910	130.62	INSTRUCTOR-RECREATION CLASS		325383	130.62
TOTAL FOR REGULAR WARRANTS						493,852.77
	PRINTED	398,765.93				
	ACH-PAYMENTS	95,086.84				

** Indicates an ACH-Payment transaction

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/02/2019

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TOTAL FOR PREPAID WARRANTS	\$158,404.74
TOTAL FOR PRINTED WARRANTS	\$398,765.93
TOTAL FOR ACH-PAYMENTS	\$95,086.84
TOTAL WARRANTS	\$652,257.51
TOTAL VOID CHECKS	6
TOTAL PREPAID CHECKS	49
TOTAL ACH-PAYMENTS PRINTED	36
TOTAL CHECKS PRINTED	126
TOTAL CHECKS ISSUED	211

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/02/2019
FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	79,650.05	157,556.18	237,206.23
0022	STATE GAS TAX FUND	1,703.32	8,678.38	10,381.70
0042	SEWER FUND	0.00	812.44	812.44
0043	REFUSE FUND	737.98	0.00	737.98
0060	CITY SHOP FUND	1,633.02	45,475.62	47,108.64
0062	GENERAL LIABILITY FUND	0.00	1,550.00	1,550.00
0063	TECHNOLOGY INTERNAL SERV FUND	0.00	46,186.99	46,186.99
0065	PAYROLL CLEARING ACCOUNT	549.49	0.00	549.49
0075	SPECIAL DEPOSITS FUND	19,470.58	1,431.40	20,901.98
0092	WATER FUND	42,586.11	49,948.70	92,534.81
0093	WATER TREATMENT WQA-EPA FUND	0.00	7,888.88	7,888.88
0109	OPA PROPOSITION A	69.53	2,043.93-	1,974.40-
0110	MEASURE R FUND	0.00	38,997.41	38,997.41
0136	POST	2,501.56	0.00	2,501.56
0152	HOME HOUSING PROGRAM	0.00	2,000.00	2,000.00
0159	RECREATION FUND	0.00	5,189.29	5,189.29
0160	ASSET FORFEITURE-JUSTICE	8,633.70	1,515.00	10,148.70
0161	CONSTRUCTION AGENCY FUND	0.00	5,160.00	5,160.00
0163	CAL LIBRARY LITERACY SVC GRANT	664.83	0.00	664.83
0166	PROPOSITION C	0.00	96,546.29	96,546.29
0169	CDBG FUND	166.64	0.00	166.64
0176	MAINTENANCE DISTRICT 93-1	0.00	2,485.40	2,485.40
0178	PROP A - PER PARCEL GRANT	0.00	2,075.84	2,075.84
0344	MAINTENANCE GRANT (075)	14.22	8,284.04	8,298.26
0349	ELAC INSTRUCTIONAL SERV PROG	23.71	3,401.34	3,425.05
0362	ASSET FORFEITURE - TREASURY	0.00	8,962.50	8,962.50
0465	GROUND EMERG MEDICAL TRANSPORT	0.00	1,751.00	1,751.00

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/02/2019
FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
	TOTAL	158,404.74	493,852.77	652,257.51



City Council Staff Report

DATE: October 2, 2019

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

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk

SUBJECT: Minutes

RECOMMENDATION:

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

- (1) Approve the minutes from the regular meetings of July 3 & August 7, 2019, and the special meetings of July 3, July 22 & August 7, 2019; and
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

None.

BACKGROUND:

None.

FISCAL IMPACT:

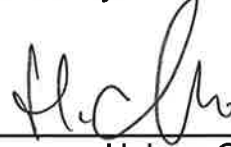
None.

Respectfully submitted,



Vincent D. Chang
City Clerk

Prepared by:



Helena Cho
Assistant Deputy City Clerk

Approved By:



Ron Bow
City Manager

Attachments: Minutes

ATTACHMENT 1

Minutes

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
JULY 3, 2019**

The City Council of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, July 3, 2019 at 5:30 p.m.

CALL TO ORDER:

Mayor Chan called the meeting to order at 5:38 p.m.

ROLL CALL:

Deputy City Clerk Cindy Trang called the roll:

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

ALSO PRESENT:

City Manager Ron Bow, City Attorney Mark Hensley,
Director of Human Resources and Risk Management
Tom Cody; Deputy City Clerk Cindy Trang

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL & WRITTEN COMMUNICATIONS

None.

1. APPOINT LABOR NEGOTIATORS:

Appoint the City Manager and the Director of Human Resources as the City's Labor Negotiators for the General Employees Mid-Management Association.

Action Taken: The City Council appointed the City Manager and the Director of Human Resources as the City's Labor Negotiators for the General Employees Mid-Management Association.

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

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

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

CLOSED SESSION

The City Council adjourned to Closed Session at 5:40 p.m.

2. CONFERENCE WITH LABOR NEGOTIATORS, PURSUANT TO CALIFORNIA GOVERNMENT CODE § 54957.6

City Negotiators: Ron Bow, City Manager; Tom Cody, Human Resources Director
Employee Organizations: Bargaining Units General Employees SEIU 721, Confidential Employee Association

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code § 54956.9(d)(1)):

Betty Lu v. City of Monterey Park, et al. (filed July 25, 2018) LASC Case No. EC068865.

Ruhu Lin v. Los Angeles County MTA, et al. (August 22, 2018) LASC Case No. BC 719108.

4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Significant exposure to litigation pursuant to Government Code § 54956.9(d)(2): 1 matter. FACTS AND CIRCUMSTANCES: Not disclosed pursuant to Government Code § 54956.9(e)(1).

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members. The meeting was adjourned at 6:45 p.m.

Action Taken: No reportable action taken in Closed Session.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
JULY 3, 2019**

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, July 3, 2019 at 7:00 p.m.

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

CALL TO ORDER:

Mayor Chan called the meeting to order at 7:01 p.m.

FLAG SALUTE:

The Monterey Park Fire Explorers

ROLL CALL:

City Clerk Vincent Chang called the roll:

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

ALSO PRESENT: City Manager Ron Bow, City Attorney Mark Hensley, Fire Chief Scott Haberle, Police Chief Jim Smith, Director of Management Services Annie Yaung, Director of Public Works Mark McAvoy, Director of Recreation & Community Services Inez Alvarez, Director of Human Resources and Risk Management Tom Cody, City Librarian Diana Garcia, Assistant City Engineer Frank Lopez, Deputy City Clerk Cindy Trang

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL AND WRITTEN COMMUNICATIONS

- Sarkis Antonion spoke about his disappointment of the new fuel tax and other taxes and questioned the use of the tax monies collected.
- Amy Pham expressed frustration over airplane noise and urged the City to take action to address the issue.
- Arthur Fong spoke about his disappointment of just learning about the recall and said it is very costly and a waste of time to conduct a recall election, a waste of time and it divides the community.

MISSION STATEMENT

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- Nancy Acuri reminded the Council that they voted for district voting and that no one on the council voted in support of OneLegacy. She said she does not support the recall effort and encouraged the Council to place the needs of residents before their own political ambitions.
- Jim Smith invited the community to attend the Coffee with a Cop on July 9 at Nutrishop.
- Franco Hui said he just came back from serving in the army. He thanked the Mayor for his support of the veteran community.
- Delario Robinson said there has been a lot of negativity on the Council. He said that this is a democratic society and encouraged the Council to engage in good sportsmanship to continue to support the democratic process.
- David Barron talked about the City's website and encouraged the City to invest more in marketing the City's website using it as a tool to disseminate and repeat information.
- Julian Jauregui, Greater Monterey Park Chamber of Commerce Intern invited the community to attend Chamber of Commerce 90th Anniversary Barbeque on July 13 at the Chamber and the State of the City's Address event on July 9 at Monterey Steakhouse.
- Chih spoke about the affordable senior housing development on South Chandler and requested the Council to allow the developer to add one more unit for her.
- Recreation & Community Services Director Alvarez and Fire Chief Haberle invited the community to attend the 4th of July celebration at Barnes Park and reminded the community of the minimum \$2000 fine for use of illegal fireworks.

1. PRESENTATION

1A. OUTGOING MAYOR PETER CHAN ADDRESS

Outgoing Mayor Chan presented his outgoing speech. He said he has met many dignities from other agencies and attended many events. He said there are many developments in process such as the Courtyard by Marriott which will contribute to the steady increase of general funds. He talked about updating of the General Plan, traffic signals signalization of Atlantic Blvd., and Metro approved \$60 million grant for building three parking structures and \$31 million for road repairs and construction around the 710 freeway.

2. OLD BUSINESS

2A. **CONSIDERATION AND POSSIBLE ACTION TO EXTEND AN EMERGENCY RELATED TO THE SEWER LINE BREAK IN THE EAST OF ATLANTIC BLVD BETWEEN EL MERCADO AVENUE AND EL PORTAL PLACE AS RATIFIED BY RESOLUTION NO.12088**

Public Speakers:

- Theresa Amador pointed out that the City did develop an action plan for resurfacing streets and addressing sewer lines and water mains. She expressed frustration of accusation by innuendo and said she has confidence in the council that this is a non-corrupt city and asked the council to stop harassing staff.
- Sarkis Antonion spoke about the open trench on New Avenue which he said may be a hazard for the public.

Action Taken: The City Council received and filed a verbal update from the Public Works Director; and extended the emergency approved by Resolution No. 12088.

Motion: Moved by Mayor Pro Tem Liang and seconded by Council Member Real Sebastian carried by the following vote:

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

Resolution No. 12088, entitled:

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

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

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

Action Taken: The City Council and the City Council, acting on behalf of the Successor Agency, approved and adopted Items Nos. 3A and 3B and excluding Item Nos. 3C, 3D, and 3E, which were pulled for separate discussion.

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

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

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

Disbursements will be made from the funds referenced in the attached Resolution to the staff report in Warrant numbered 380.

Action Taken: The City Council and the City Council, acting on behalf of the Successor Agency, approved payment of warrants and adopted Resolution No. SA-170 of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated July 3, 2019 totaling \$21.58 and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. SA-170, entitled:

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED 3RD OF JULY 2019 TOTALING \$21.58 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

3B. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF JULY 3, 2019

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered 324190-324369 and ACH numbered 000598-000647.

Action Taken: The City Council approved payment of warrants and adopted Resolution No. 12091 allowing certain claims and demands per Warrant Register dated July 3, 2019 totaling \$671,439.71 specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. 12091, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED 3RD OF JULY 2019 TOTALING \$671,439.71 SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

3C. MINUTES

Approve the minutes from the regular meetings of April 3 & 17, 2019, May 1 & 15, 2019 and the special meetings of April 3 & 17, 2019, May 1, 7, 15, 28, & 29, 2019.

Action Taken: The City Council approved the minutes from the regular meetings of April 3 & 17, 2019, May 1 & 15, 2019 and the special meetings of April 3 & 17, 2019, May 1, 7, 15, 28, & 29, 2019 as amended to add language to the May 15, 2019 regular meeting minutes to reflect a brief lost of a quorum during the meeting.

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

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

3D. ACCEPT A DONATION OF Lenco BEARCAT ARMORED TRUCK FROM THE CITY OF LOS ANGELES FOR POLICE DEPARTMENT USE AS A RESCUE VEHICLE

The Police Department was notified that the City of Los Angeles approved the sale of a 2003 Lenco Bearcat armored tactical vehicle for below market value as surplus equipment to the Department. The vehicle is being sold to the City by the City of Los Angeles in accordance with LAAC Sec. 22.547, Donation of Surplus City Equipment. The Police Department is seeking City Council approval to accept the donation and purchase the vehicle at a cost of \$1.00 per Monterey Park City Council Resolution No. 11776.

Action Taken: The City Council accepted a donation from the City of Los Angeles and authorized the City Manager to execute an agreement, in a form approved by the City Attorney, with the City of Los Angeles in the amount of \$1.00 for a 2003 Lenco Bearcat.

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

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

**3E. 2018-19 VARIOUS STREET RESURFACING PUBLIC WORKS PROJECT -
AWARD OF CONTRACT TO LOWEST RESPONSIBLE BIDDER**

On April 17, 2019, the City Council adopted a resolution approving the design and specifications for the 2018-19 Various Street Resurfacing Project and authorized staff to solicit bids. On June 5, the City Council rejected all bids due to lack of competitive proposals and authorized staff to re-advertise the project. The new public bid opening was held on June 24, 2019. Staff has completed its review of bids and recommends that the contract be awarded to Shawnan, the apparent lowest responsible bidder, in the amount of \$1,629,418.50.

CEQA (California Environmental Quality Act):

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

Public Speakers:

- Shawn A. Smith, President of Shawnan, was available for questions.
- Sarkis Antonion said the quality of the material wears off when it rains and urged the Council to look into requiring warranty for their workmanship.

Action Taken: Mayor Chan left the dais and did not participate in the discussion due to a potential conflict of interest as he resides within 500 feet of the project site. The City Council (1) authorized the City Manager to execute a public works contract, in a form approved by the City Attorney, with Shawnan of Downey, CA in the amount of \$1,629,418.50 for the FY2018-19 Various Street Resurfacing project; (2) authorized the Director of Public Works to approve change orders and contingency up to \$81,471, or 5% of the contract amount, for a total project cost of \$1,710,890; and (3) appropriated \$75,000 of Water Operation Funds to cover costs above the budgeted amount of \$1,635,890.

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

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

RECESSED AND RECONVENED

The City Council recessed at 9:09 p.m. and reconvened with all council members present at 9:23 p.m.

4. **PUBLIC HEARING**
None.

5. **NEW BUSINESS**

5A. **CONSIDERATION AND POSSIBLE ACTION TO OPPOSE OR SUPPORT VARIOUS PENDING HOUSING LEGISLATION BILLS PENDING BEFORE THE CALIFORNIA LEGISLATURE**

There are currently several housing legislation bills pending before the California Legislature. If adopted by the Legislature and signed by the Governor, these bills would severely restrict the City's ability to regulate housing within its jurisdiction. The Legislature will be casting final votes on these bills in August; staff is requesting the City Council to consider these bills and provide directions as to supporting or opposing them.

Action Taken: The City Council received and filed a report providing an overview of miscellaneous California bills currently pending before the California Legislature affecting the City's ability to regulate land use; and directed staff to send letters to local legislators and other agencies expressing opposition of the pending bills, and to post the information on the City's website and in the Cascades.

5B. **CONSIDERATION AND POSSIBLE ACTION TO ADOPT A RESOLUTION APPROVING THE APPLICATION FOR A STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM (SPP) GRANT TO BE SUBMITTED FOR THE BARNES PARK POOL PROJECT**

The Barnes Park Pool is over 50 years old and is consistently in need of repairs due to dilapidated conditions. Staff has been working toward obtaining the necessary funds to renovate the pool by applying for grants. Unfortunately, the City has not been awarded any funding. Even though several mechanical components have been replaced over the years to keep the pool in operation, the entire facility needs to be renovated to meet current ADA standards and a pool recirculation system needs to be installed to recycle water.

The Statewide Park Development and Community Revitalization Program (SPP) provides an opportunity for the City to apply for grant funds to design, engineer, and construct a new aquatic facility. A resolution approving an application is a requirement of the SPP grant and therefore City staff recommends the adoption of said resolution.

Public Speakers:

- Robert Gin, President of the Alhambra School District, provided a brief summary of the collaboration effort and said the district is able to provide \$100,000 from their general bond fund to help with renovation of the pool.

Action Taken: The City Council adopted Resolution No. 12092 approving the application for a Statewide Park Development and Community Revitalization Program (SPP) Grant to be submitted for the Barnes Park Pool Project.

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

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

Resolution No. 12092, entitled:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK APPROVING THE APPLICATION FOR THE STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS

5C. CONSIDERATION AND POSSIBLE ACTION REGARDING APPOINTMENTS TO THE LIBRARY BOARD OF TRUSTEES

The term for the Library Board of Trustees is three years with the possibility of reappointment for one additional consecutive three-year term.

Jason Dhing's service on the Library Board of Trustees began on July 1, 2016. If reappointed, he will serve through June 30, 2022.

Lisa Duong's service on the Library Board of Trustees began on March 19, 2019. If reappointed, she will serve through June 30, 2022.

Recommendations: (1) Whether to reappoint two incumbent Library Board Trustees; OR (2) Direct the City Clerk to solicit applications for candidates to be appointed to the Library Board of Trustees; and (3) Taking such additional, related, action that may be desirable.

Public Speakers:

- Jason Dhing, current Library Board of Trustees member, recited his credentials
- Lisa Duong, current Library Board of Trustees member, thanked the Council for the opportunity to serve on the Board and asked for consideration for reappointment to a new term.
- City Clerk Chang read into the records a written communication from David Barron in support of reappointing the Library Trustees to the board.

Action Taken: The City Council reappointed the two incumbent Library Board Trustees; Jason Dhing and Lisa Duong for a three year term.

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

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

6. COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Council Member Lam invited the community to attend the 4th of July celebration.

Council Member Real Sebastian reminded the community to practice safe and sane fireworks and be mindful of pets and veterans with PTSD.

Council Member Ing congratulated the 11 participants of the Future Business Leader of America competition and Athena Yu for placing 2nd in the national competition.

Mayor Pro Tem Liang reported he attended the U.S. Conference of Mayors 87th Annual meeting.

Mayor Chan reminded the community to attend the Mayoral Installation on July 22.

7. CLOSED SESSION
None.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 10:33 p.m.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
JULY 22, 2019**

The City Council of the City of Monterey Park held a Special Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Monday, July 22, 2019 at 7:00 p.m.

CALL TO ORDER:

Mayor Chan called the meeting to order at 7:04 p.m.

FLAG SALUTE:

The Monterey Park Fire and Police Explorers.

PLEDGE OF ALLEGIANCE:

Mayor Chan

ROLL CALL:

City Clerk Vincent Chang called the roll:

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

Council Members Absent: None.

ALSO PRESENT: City Manager Ron Bow, Police Chief Jim Smith, Director of Recreation & Community Services Inez Alvarez, City Librarian Diana Garcia, Battalion Chief Mark Khail, Assistant City Engineer Frank Lopez, Recreation Manager Robert Aguirre, Deputy City Clerk Trang

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL AND WRITTEN COMMUNICATIONS

None.

NEW BUSINESS

1. REORGANIZATION OF MONTEREY PARK CITY COUNCIL

Appoint the Mayor and Mayor Pro Tem in accordance with Resolution No. 11507.

Action Taken: The City Council appointed Hans Liang as Mayor and Mitchell Ing as Mayor Pro Tem in accordance with City Council policy established by Resolution No. 11507.

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

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

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

Resolution No. 11507, entitled:

A RESOLUTION AMENDING RESOLUTION NOS. 8584 AND 9921 IN THEIR ENTIRETY TO ESTABLISH THE MEANS OF MAYORAL ROTATION

MASTER OF CEREMONIES

Mayor Chan introduced the Master of Ceremonies, Henry Lo, President of the Garvey School District, Board of Education.

OATH OF OFFICE FOR INCOMING MAYOR PRO TEM MITCHELL ING

The Oath of Office for Incoming Mayor Pro Tem Mitchell Ing was conducted by Former Mayor Betty Tom Chu.

MAYORAL INSTALLATION CEREMONY OF HAN LIANG

The Oath of Office for Incoming Mayor Hans Liang was conducted by Congresswoman Judy Chu.

PRESENTATION OF GAVEL, NAME BADGE, AND BUSINESS CARDS

Mayor Liang's mother, Melinda Liang, wife, Lani Liang and brother, James Liang presented the Mayor with his badge, business cards, and his gavel.

MAYOR'S ADDRESS

Mayor Hans Liang gave his incoming Mayor address.

MAYOR ACKNOWLEDGEMENTS AND PRESENTATIONS

City Clerk Vincent Chang recognized special guests in attendance, including elected officials and current and former leaders of the community.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 8:09 p.m.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
AUGUST 7, 2019**

The City Council of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, August 7, 2019 at 5:30 p.m.

CALL TO ORDER:

Mayor Liang called the meeting to order at 5:38 p.m.

ROLL CALL:

City Manager Ron Bow called the roll:

Council Members Present: Peter Chan, Mitchell Ing arrived at 6:05 p.m., Stephen Lam, Hans Liang, Teresa Real Sebastian

ALSO PRESENT:

City Manager Ron Bow, City Attorney Mark Hensley,
Director of Human Resources and Risk Management
Tom Cody

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL & WRITTEN COMMUNICATIONS

1. LIBRARY ANNUAL REPORT TO COUNCIL FROM THE LIBRARY BOARD OF TRUSTEES

The Monterey Park Bruggemeyer Library provides an annual report to the City Council in accordance with Monterey Park Municipal Code ("MPMC") § 2.80.060, which states that:

"The board of library trustees shall, on or before August 31st, in each year, report to the city council and to the state librarian on the condition of the library for the year ending the thirtieth day of June preceding. The report shall, in addition to other matters deemed expedient by the board of library trustees, contain such statistical and other information as deemed desirable by the state librarian."

Recommendation: The City Council:

- (1) Receive and file the 2018/19 Library Annual Reports.
- (2) Take such additional, related, action that may be desirable.

Action Taken: The City Council by consensus, continued this item to the August 7, 2019 7:00 p.m. Regular Meeting.

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

CLOSED SESSION

The City Council adjourned to Closed Session at 5:41 p.m.

**1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION -
GOVERNMENT CODE § 54956.9(d). Number of Case(s): One**

Chu Thai v. City of Monterey Park (filed March 6, 2018), LASC Case No. BC696884.

Council Member Ing was not present for Agenda Item No. 1

**2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Threat of litigation pursuant to Government Code § 54956.9(d)(2)): 1
matter.**

FACTS AND CIRCUMSTANCES: Letter dated August 1, 2019 from Chris Butcher, Counsel for Monterey Park Senior Village, LP. (Letter available at the City Clerk's office.)

**3. CONFERENCE WITH LABOR NEGOTIATORS, PURSUANT TO CALIFORNIA
GOVERNMENT CODE § 54957.6**

City Negotiators: Ron Bow, City Manager; Tom Cody, Human
Resources Director

Employee Organizations: Monterey Park POA/Captains' Unit and Professional
Chief Officers' Association (PCOA).

**4. CONFERENCE WITH LABOR NEGOTIATORS, PURSUANT TO CALIFORNIA
GOVERNMENT CODE § 54957.6**

City Negotiators: Ron Bow, City Manager; Tom Cody, Human
Resources Director

Employee Organizations: Bargaining Units General Employees SEIU 721,
Confidential Employee Association, and Mid-
Management Association.

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members. The meeting was adjourned at 6:50 p.m.

Action Taken: No reportable action taken in Closed Session.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
AUGUST 7, 2019**

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, August 7, 2019 at 7:00 p.m.

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

CALL TO ORDER:

Mayor Liang called the meeting to order at 7:01 p.m.

FLAG SALUTE:

The Monterey Park Fire Explorers

ROLL CALL:

City Clerk Vincent Chang called the roll:

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

ALSO PRESENT: City Manager Ron Bow, City Attorney Mark Hensley, Fire Chief Scott Haberle, Director of Management Services Annie Yaung, Director of Public Works Mark McAvoy, Director of Recreation & Community Services Inez Alvarez, Director of Human Resources and Risk Management Tom Cody, City Librarian Diana Garcia, Police Captain Steve Coday, Assistant City Engineer Frank Lopez, Fire Captain Matt Hallock, Deputy Fire Marshal Chris Gomez, Deputy City Clerk Cindy Trang

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

City Attorney Hensley reported that Item No. 1 from the August 7, 2019 5:30 p.m. Special meeting regarding the library annual report will be running concurrent with the Regular meeting was carried over from the.

ORAL AND WRITTEN COMMUNICATIONS

- Carlos Garcia expressed concerns of expenditures paid out from the sewer funds.
- Nancy Arcuri spoke her disappointment in the elected officials in Sacramento. She suggested amending the Election Codes to require candidates running for elected offices be required to live in their district for one year and serve on a City's commissions or a non-profit organization.

MISSION STATEMENT

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the quality of life for our entire community

- Sarkis Antonion suggested the City putting out for notices to encourage residents to maintain their yard.
- Theresa Amador, President of the Monterey Park Library Foundation, invited community to attend the annual Library Gala on September 13.
- David Barron requested the Council to look into installing free public wi-fi at public facilities for the community.
- Teresa Real Sebastian inquired about a lawsuit filed against the City dated June 25, 2019 from Maychelle Yee and Paul Isozaki regarding a writ of mandate.

1. PRESENTATION

1A. CITY MANGER REPORT – LAX NOISE ROUNDTABLE UPDATE

City Manager Bow summarized the July 10, 2019 LAX roundtable meeting concerning the community proposal regarding north downwind arrival procedure altitudes and was available for questions.

1B. FIRE DEPARTMENT PRESENTATION – DISASTER PREPAREDNESS GUIDE

Fire Captain Hallock presented a PowerPoint presentation regarding disaster preparedness and was available for questions.

2. OLD BUSINESS

2A. UPDATE ON EMERGENCY REPAIR/REPLACEMENT OF SEWER MAIN AND WATER MAIN IN ALLEY EAST OF ATLANTIC BLVD BETWEEN EL MERCADO AVENUE AND EL PORTAL PLACE

On or about June 12, 2019, a sewer main collapse blocked sewer flows from being conveyed along the subject alley. Temporary pumping operations were set up to keep local businesses and residents in service while staff met with several contractors to obtain bids to perform emergency sewer and water main repairs or replacement.

On June 19, 2019 the City Council adopted Resolution No. 12088 declaring an emergency and authorizing contracting without the need for bidding pursuant to Public Contract Code. The City Council also authorized the City Manager to execute public works contracts with qualified contractors for the required repairs and appropriate funds from the Sewer and Water Capital accounts. Staff received three bids each for replacement of the sewer main and replacement of the water main and selected the lowest bids. Additionally, staff requested a proposal to create record drawings to memorialize both the sewer and water main installation from our sewer/water on-call design consultant.

To date the sewer main and associated work has been completed, with only minor details remaining in order to complete the record drawings. At the time this report was written, the water main was being constructed and was approximately 50% complete. It is expected that all major work to complete the water main will be finished by the date of this Council meeting; again, with only minor details remaining.

Resolution No. 12088, entitled:

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

CEQA (California Environmental Quality Act):

The emergency and extended repairs are categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15269 (emergency repair to this public facility is necessary to maintain service essential to the public, health and welfare) and § 15301 (Existing Facilities). The extended repairs would result in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project.

Action Taken: The City Council received and filed this update on the status of ongoing emergency replacement of the sewer and water mains along the alley east of Atlantic Boulevard between El Mercado and El Portal; and ended the emergency approved by Resolution No. 12088 and authorized the City Manager to memorialize that conclusion;

Motion: Moved by Council Member Chan and seconded by Council Member Lam carried by the following vote:

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

RECESSED AND RECONVENED

The City Council recessed at 8:43 p.m. and reconvened with all council members present at 8:59 p.m.

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

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

Action Taken: The City Council and the City Council, acting on behalf of the Successor Agency, approved and adopted Item Nos. 3A, 3B, 3C, 3D and 3G and excluding Item Nos. 3E, 3F, 3H and 3I, which were pulled for separate discussion.

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

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

3A. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF JULY 17 AND AUGUST 7, 2019

Disbursements will be made from the funds referenced in the attached Resolution of the staff report in Warrants numbered 324370-324715 and ACH numbered 000648-000735.

Action Taken: The City Council approved payment of warrants and adopted Resolution No. 12093 allowing certain claims and demands per Warrant Register dated July 17 and August 7, 2019 totaling \$1,758,080.84 specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. 12093, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED JULY 17 AND AUGUST 7, 2019 TOTALING \$1,758,080.84 SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

3B. MONTHLY INVESTMENT REPORT – JUNE 2019

As of June 30, 2019 invested funds for the City of Monterey Park is \$101,143,629.88.

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

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

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

Action Taken: The City Council adopted Resolution No. 12094 identifying the amount of tax revenue required to fulfill the voters' intent in funding the City's retirement system on Consent Calendar.

Resolution No. 12094, entitled:

A RESOLUTION IDENTIFYING THE AMOUNT OF TAX REVENUE REQUIRED TO FULFILL THE VOTERS' INTENT IN FUNDING THE CITY'S RETIREMENT SYSTEM DURING FISCAL YEAR 2019-2020 AND AUTHORIZING THE LEVY OF APPROPRIATE TAXES

3D. MINUTES

Approve the minutes from the regular meetings of June 5 and June 19, 2019 and the special meetings of May 29, June 5 and June 19, 2019.

Action Taken: The City Council approved the minutes from the regular meetings of June 5 and June 19, 2019 and the special meetings of May 29, June 5 & June 19, 2019 on Consent Calendar.

3E. PURCHASE AND CONVERSION OF TWO, 2020 FORD UTILITY POLICE INTERCEPTOR SUVS

The 2019-2020 budget includes \$135,000.00 for the replacement and conversion/up-fitting of two vehicles for the Problem Oriented Policing Team (POP) and the Mental Health Evaluation Team (MET) of the Police Department. Staff researched optional vehicles and determined the 2020 Ford Utility Police Interceptor SUV is the best replacement choice as this vehicle meets the Police Department's needs. As such, Staff recommends the purchase of two 2020 Ford Utility Police Interceptor SUV's.

Action Taken: The City Council waived bidding requirements pursuant to Monterey Park Municipal Code § 3.20.050(5) and authorized the City Manager to amend the contract (Agreement # 1967-A) with Wondries Fleet Group, in a form approved by the City Attorney, for the purchase of two, 2020 Ford Utility Police Interceptor SUV's through Wondries Fleet Group; and authorized the City Manager to amend the contract (Agreement 1967-AC) with West Coast Lights and Siren, in a form approved by the City Attorney, for the conversion/up-fitting of two 2020 Ford Utility Police Interceptor SUV's through West Coast Lights and Siren.

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

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

3F. PRESIDIO NETWORKED SOLUTIONS GROUP, LLC. – APPROVAL OF AGREEMENT

Verdugo Fire Communications Center (“Verdugo Fire”) researched the method for replacing the 30-year-old Computer-Aided Dispatch (CAD) system over several years. Verdugo Fire selected Presidio Networked Solutions Group, LLC (“Presidio”) to provide Verdugo Fire with project management, design, equipment and on-site implantation services necessary to establish a modern data network system. On February 5, 2019, City of Glendale Council approved to contract with Presidio (Attachment 1 to the staff report).

Based on MPMC § 3.20.050, the City can “piggy-back” on another cooperative competitive bidding procedure utilized within the last twenty-four months prepared by and processed through another local agency. Staff seeks Council consideration to authorize the City Manager to execute an agreement, in a form approved by the City Attorney, with Presidio Networked Solutions Group, LLC for the Verdugo Fire Emergency Communication System Upgrade Project for an amount not to exceed \$69,742.45. City Council approved the FY 2019-2020 budget, which includes the Verdugo Fire Emergency Communication System Upgrade.

Action Taken: The City Council authorized the City Manager to execute a one year agreement, in a form approved by the City Attorney, with Presidio Networked Solutions Group, LLC for an amount not to exceed \$69,742.45, for Verdugo Fire Emergency Communication System Upgrade, based on MPMC § 3.20.050 (5).

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

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

3G. FIREFIGHTER UNIFORMS PURCHASE – APPROVAL OF AGREEMENT

In accordance with the Memorandum of Understanding between the City of Monterey Park and the Monterey Park Firefighters Association, firefighters may obtain new uniforms each fiscal year.

In preparation for the upcoming fiscal year, staff recently solicited bids for the purchase of firefighter uniforms and accessories and seeks City Council approval to award a contract to Tom's Clothing & Uniforms.

Action Taken: The City Council authorized the City Manager to execute an agreement, in a form approved by the City Attorney, with to Tom's Clothing & Uniforms for an amount not to exceed \$51,106 per fiscal year, for the purchase of firefighter uniforms on Consent Calendar.

3H. AUTHORIZE THE CITY MANAGER TO EXECUTE A RENEWAL AGREEMENT BETWEEN THE CITY OF MONTEREY PARK AND NEOGOV

On March 4, 2015, City Council approved a contract with NEOGOV to provide a Human Resources Information System (HRIS). The benefits from having the NEOGOV software include improved productivity and increased accountability. NEOGOV is a system that has proven to be user-friendly and efficient for applicants, HR staff, and all City employees.

NEOGOV forwarded a renewal agreement that amends the term of the agreement to a five year term with a 3% per year increase clause, while maintaining the current scope of services and license subscriptions.

Action Taken: The City Council authorized the City Manager to execute a Renewal Agreement, in a form approved by the City Attorney, with NEOGOV for a human resources information system.

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

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

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

The 2018-2022 Memorandum of Understanding (MOU) between the City and Monterey Park Police Officers' Association includes an agreement that the City amend the CalPERS contract to increase the contribution by POA members toward retirement costs.

That amendment would result in POA members increasing their own contributions as follows: a 3% increase for classic employees and 0.5% for PEPRA employees.

Action Taken: The City Council (1) adopted Resolution No. 12095 providing notice of an intent to amend the City's CalPERS contract to increase contributions made by POA members to CalPERS retirement costs; (2) waived first reading and introduce an Ordinance that would amend the City's CalPERS contract. Second reading and adoption would be scheduled for September 18, 2019; and (3) authorized the City Clerk to sign the "*Certificate of Compliance with Government Code Section 7507*".

Resolution No. 12095, entitled:

A RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO CONTRACT BETWEEN THE BOARD OF ADMINISTRATION CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY COUNCIL CITY OF MONTEREY PARK

Ordinance – 1st Reading, entitled:

An Ordinance of the City Council of the City of Monterey Park authorizing an amendment to the contract between the City Council of the City of Monterey Park and the Board of Administration of the California Public Employees' Retirement System.

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

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

4. PUBLIC HEARING

4A. A PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE 2019-2020 ANNUAL ACTION PLAN AS REQUIRED BY THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP ACT (HOME) PROGRAMS

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

Before Monterey Park can receive these entitlement funds, federal regulations require that a Consolidated Plan (i.e., five year plan) be adopted by the City that serves as the federal planning document for those jurisdictions receiving Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program funds. The Consolidated Plan was adopted by the City Council in 2015. In addition, federal regulations also require the adoption of an Annual Action Plan to the Consolidated Plan that operates on a single program year established by the City (i.e., July 1, 2019 through June 30, 2020). As required by federal requirements, the City will submit its One Year Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) after today's meeting. The statutory submittal deadline for the Annual Action Plan is August 16, 2019.

The City of Monterey Park views the Annual Action Plan requirements as an opportunity to reassess its housing needs and priorities, as well as its programs and resources in a manner that will best meet the affordable housing and community development challenges of the Monterey Park community. The estimated City entitlement for FY 2019-20 is \$671,312 in CDBG funding and \$346,000 in HOME funding.

Public Speakers:

- Priscilla Davila, City's Consultant from Davila & Associates, Inc., provided a brief report on Annual Action Plan and was available for questions.

Action Taken: The City Council opened the public hearing to receive testimonial and documentary evidence at 9:31 p.m.; there being no speakers, closed the public hearing at 9:33 p.m.; and adopted the One Year Action Plan for Program Year 2019-2020 and authorized the City Manager to implement the adopted Action Plan including, without limitation, to execute appropriate agreements in a form approved by the city attorney; and directed staff to bring back at a later date amendment to include sidewalk improvement project.

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

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

4B. PUBLIC HEARING - CONSIDERATION OF COSTS RESULTING FROM ABATING WEED NUISANCES AND AUTHORIZING COLLECTION VIA TAX ROLL

On February 6, 2019, the City Council adopted Resolution No. 12059 declaring that weeds growing upon and in front of certain properties in the City are public nuisances and directing that the County abate such nuisances. On February 20, 2019, the City Council held a protest hearing and subsequently approved the Weed Abatement Declaration List as posted by the County.

The County of Los Angeles Department of Agriculture Commissioner and Weights and Measures submitted the annual Weed Abatement Charge List to the City of Monterey Park for abating noxious or dangerous weeds and rubbish. Confirmation of the List by the City Council will authorize the Agricultural Commission/Weights and Measure to place abatement costs resulting from the County's efforts onto the tax roll. It should be noted that these charges are from work performed by the County of Los Angeles during Fiscal Year 2018-2019.

The County mailed notices before February 7, 2019 to the record owner of each parcel included in the declaration list declaring that their parcel is an existing, future or "potential" hazard. The County advised the owners that it considered a parcel a future or potential hazard if the parcel is not completely landscaped or irrigated and there is a potential for weed growth.

The County originally identified 1571 improved and unimproved parcels in the City as public nuisances. The County advised the City that March 21, 2019 was the last day the City could request or the County authorize removal of a parcel from the list. Of these 1571 parcels, 1519 are the only ones being charged, 1510 parcels will be charged the annual inspection fee of \$42.37 as established by the County Board of Supervisors. For this previous year, there were nine parcels that required the County to perform weed abatement services. The nine parcels were charged a total of \$12,705.02 that is reflected on the weed abatement charge list attached to the staff report.

Action Taken: The City Council opened the public hearing to receive verbal and documentary testimony regarding nuisance abatement costs at 9:47 p.m., there being no speakers, closed the public hearing at 9:54 p.m.; and adopted Resolution No. 12096 approving Weed Abatement Clearance Charge List and authorized collection of such costs through the property tax rolls.

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

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

Resolution No. 12096, entitled:

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

5. NEW BUSINESS

5A. DISCUSSION ON FORMING A TRANSIT CORRIDOR JOINT POWERS OF AUTHORITY

The staff report includes updates to existing discussion amongst the cities of El Monte, Industry, Montebello, Monterey Park, Rosemead, and South El Monte forming a JPA in light of the transportation challenges directly related to the 710 freeway, 10 freeway, 60 freeway, and 605 freeway that affect these cities' major corridors.

Action Taken: The City Council discussed and considered joining a Joint Powers of Authority (JPA) – Transit Corridor Agency – with the cities of El Monte, Industry, Montebello, Rosemead, and South El Monte; and authorized the City Manager to enter into a JPA agreement with the cities of El Monte, Industry, Montebello, Rosemead, and South El Monte, in a form approved by the City Attorney, and authorize the City Manager to appropriate \$25,000 in Measure M and/or Measure R funds to fund the membership contributions as amended to add a condition that this agreement will take effective only if all named cities enter into the JPA.

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

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

5B. LIBRARY ANNUAL REPORT TO COUNCIL FROM THE LIBRARY BOARD OF TRUSTEES

It is recommended that the City Council consider: (1) Adopting a Resolution approving the application for a Statewide Park Development and Community Revitalization Program (SPP) Grant to be submitted for the Barnes Park Pool Project; and (2) Taking such additional, related, action that may be desirable.

This item was carried over from the 8/7/19 5:30 pm special meeting in place of Item No. 5B which was not properly noticed.

1. LIBRARY ANNUAL REPORT TO COUNCIL FROM THE LIBRARY BOARD OF TRUSTEES

The Library Board of Trustees approved the 2018/19 Library Annual Report at its meeting on July 23, 2019. Because of its volume, the Report was made available electronically at <https://www.montereypark.ca.gov/646/Library-Board-of-Trustees> and in hardcopy in the City Clerk's office.

The Monterey Park Bruggemeyer Library provides an annual report to the City Council in accordance with Monterey Park Municipal Code ("MPMC") § 2.80.060, which states that:

"The board of library trustees shall, on or before August 31st, in each year, report to the city council and to the state librarian on the condition of the library for the year ending the thirtieth day of June preceding. The report shall, in addition to other matters deemed expedient by the board of library trustees, contain such statistical and other information as deemed desirable by the state librarian."

A copy of the report is available in the City Clerk's office.

Public Speakers:

- Library Board of Trustee Members Jason Dhing, Teresa Amador, and Andrew Yam were available for questions.

Action Taken: The City Council received and filed the 2018/19 Library Annual Report.

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

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

6. COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Council Member Chan reported he attended the International Communication Association (ICA) annual conference, Environmental Protection Agency (EPA) press conference regarding the Market Place site, National Night Out event at City Hall, the Grand Opening Ribbon Cutting Ceremony of the U.S. Army Career Center. He said City Clerk Chang and he marched in the Ecuadorian Independence Day parade on August 4.

Council Member Lam said he also attended the ICA conference, EPA, and the National Night Out event. He said he also participated in the 5K Walk with the American Legion.

Council Member Real Sebastian echoed her colleagues. She spoke about the recent mass shootings and asked about the active shooting scenario for the city council.

Mayor Pro Tem Ing reported his attendance at the ICA conference, EPA press conference, and National Night Out event.

Mayor Liang said he attended the grand opening of Street Churros, EPA, National Night Out, Vincent Price museum, UCLA Arts Exchange Program events, ICA conference, AARP event at the Taipei Economic Cultural office in El Monte.

7. CLOSED SESSION

None.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 10:51 p.m. in memory of those that lost their lives in the mass shootings in Dayton, Ohio, El Paso, Texas; and the Garlic Festival in Gilroy, California.

Vincent D. Chang
City Clerk



City Council Staff Report

DATE: October 2, 2019

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

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk

SUBJECT: Amending Records Retention Schedule

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt the Resolution amending the City's Records Retention Schedule for city documents.
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

At the November 2, 2011, the City Council adopted Resolution No. 11443, adopting a Records Retention Schedule for city documents. As set forth by resolution, every odd year, staff reviews the retention schedule for purposes of practicability and applicable law.

BACKGROUND:

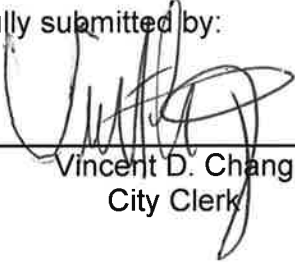
The City Council adopted the retention schedule in 2011 which was revised in 2013, 2015, and 2017. The updating of the retention schedule will be changed to occur in even year beginning 2022. The City Clerk's office, working in collaboration with other city departments, identified the need to update the current retention schedule to reflect the current codes and make minor corrections.

Attached Exhibit "A" describes the proposed changes. The blue strikethrough texts are to be deleted and the pink unlined texts are to be added. The table of content will be amended after the adoption of the resolution and the attached Exhibit "A" to reflect the correct page numbering. The destruction of records procedure as prescribed in the Retention Schedule will remain in effect. The City Attorney has reviewed and approved all Retention Schedules.

FISCAL IMPACT:

Destroying records in accordance with the Retention Schedule will generally reduce costs associated with records storage and retention. The exact amount is somewhat difficult to quantify.

Respectfully submitted by:



Vincent D. Chang
City Clerk

Prepared by:



Cindy H. Trang
Deputy City Clerk

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. Draft Resolution
2. Exhibit "A" describes the proposed changes

ATTACHMENT 1

Draft Resolution

RESOLUTION NO.

A RESOLUTION AMENDING THE CITY'S RECORDS RETENTION SCHEDULE FOR CITY DOCUMENTS.

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

SECTION 1: The City Council finds as follows:

- A. The City's Retention Schedule was first adopted on November 2, 2011 and was subsequently amended in odd numbered years (the "Schedule"). Keeping and maintaining public records that are unnecessary or duplicative results in the consumption of significant public resources including money, time, and space;
- B. Government Code §§ 34090, *et seq.* establish methods by which the City may approve the destruction of unneeded documents;
- C. It is in the public interest to reduce the City's cost for storing documents while, at the same time, ensuring that the City preserves those records that are required to conduct City business.

SECTION 2: Pursuant to Government Code § 34090, the City Council amends the Retention Schedule as shown in attached Exhibit "A," which is incorporated by reference. The City Clerk is authorized to dispose of records according to the time intervals listed in that schedule upon the request of the City Manager, or designee, and the written approval of the City Attorney.

SECTION 3: Nothing in this Resolution is intended to, nor does it, amend the Schedule other than as set forth in Exhibit A. 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 4: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

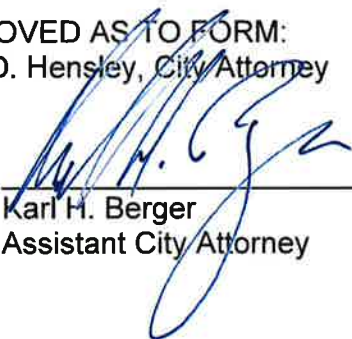
PASSED AND ADOPTED this 2nd day of October, 2019.

Hans Liang, Mayor

ATTEST:

Vincent D. Chang, City Clerk

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

By: 

Karl H. Berger
Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF MONTEREY PARK)

I, VINCENT D. CHANG, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly adopted and passed at a regular meeting of the Monterey Park City Council on the 2nd day of October, 2019 by the following vote:

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

Dated this 2nd day of October, 2019.

Vincent D. Chang, City Clerk
Monterey Park, California

ATTACHMENT 2

Exhibit "A" describes the proposed changes

RECORDS RETENTION SCHEDULE: **POLICE**

Office of Record (OFR)	Retention No.	Records Description	Active (in office)	Total Retention	Media Options	Destroy Paper after Imaged & QC'd?	Comments / Reference
Police / Records Bureau	RS-335	Monthly Statistics / Uniform Crime Reports (UCR) - Summaries (BCS)	3 years	3 years	Mag, OD, Ppr		Department preference; GC §34090
Police / Records Bureau	RS-338	NCIC Validation	2 years	2 years	Mag, OD, Ppr		GC §34090
Police / Records Bureau	RS-350	Order after Hearing (Restraining Order, Emergency Protective Orders (EPO), Temporary Restraining Order (TRO))	Expiration + 3 years	Expiration + 3 years	Mag, OD		Per DOJ's direction; Court records - originals retained by the Court; GC §34090 et seq.
Police / Records Bureau	RS-360	Pawn Slips	2 years	2 years	Mag, Ppr		Department preference to provide information to other agencies; Non-records used for investigations; Originals entered into the State Automated Property System; most agencies retain for 2 years; GC §34090
Police / Records Bureau	RS-420	Registrants: Arson - Adults	5 years	P	Mag, OD, Ppr	Yes	Department preference; Pursuant to PC §457.1 et seq.; required to register for life; If released from CYA, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090
Police / Records Bureau	RS-533	Sentenced Prisoner Documents (Upon Completion / Separation From Program)	Separation + 5 years	Separation + 5 years	Mag, OD, Ppr	Yes	Department preference; GC §34090
Police / Records Bureau	RS-534	Use of Force Forms	5 years	5 years	Mag, OD, Ppr	Yes	Department preference; GC §34090



City Council Staff Report

DATE: October 2, 2019

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

TO: The Honorable Mayor and City Council
FROM: Tom Cody, Director of Human Resources and Risk Management
SUBJECT: Memorandum of Understanding between the City and the Monterey Park Police Officers' Mid-Management Association, Monterey Park Police Captains' Association and the Fire Professional Chief Officers' Association fixing the rate of compensation and other terms and conditions of employment for represented employees for a four-year term July 1, 2018 to June 30, 2022.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopt Resolutions authorizing the City Manager to execute the Memorandum of Understandings between the City of Monterey Park and the Monterey Park Police Officers' Mid-Management Association, Monterey Park Police Captains' Association and the Fire Professional Chief Officers' Association;
2. Amend the 2018-2019 Budget to authorize expenditure of \$141,522 for the 2019-2020 fiscal year accordingly; and
3. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Representatives of the City of Monterey Park met on numerous occasions with representatives of the Monterey Park Police Officers' Mid-Management Association (MPPMMA), Monterey Park Police Captains' Association (MPPCA) and the Fire Professional Chief Officers' Association (PCOA) regarding wages, CalPERS cost sharing, deferred compensation contribution, Retiree Healthcare Trust (RHT), medical premium contributions, a one-time cash payment compensation and other terms and conditions of employment. The results of these negotiations are contained in the attached Memoranda of Understanding(s) (MOU), which is being presented to the City Council for approval via adopting and implementing Resolutions.

The City and these three safety associations worked through the negotiation process and focused on a four-year contract with the bulk of the costs towards the end of the four-year contract. This will be the first four-year contract with each unit in the last decade as previous contracts have typically been two-year terms.

BACKGROUND:

The draft Memoranda of Understanding (MOUs) reflect the negotiated terms between the City and these three associations. As detailed in Attachments A, B and C, the MOUs will implement the following:

1. In accordance with the new MOUs, salary and benefit increases for Police MPPMMA and MPPCA members will follow the below-referenced schedule:

- A. Effective upon the Council's approval of this MOU, the salary range for MPPMMA and MPPCA members will be increased by 1% retroactive to the pay period starting December 29, 2018.

Effective the beginning of the pay period following the 2019-20 CalPERS contract amendment approval and members pick up an additional 3% retirement contribution as cost sharing, the salary range for MPPMMA and MPPCA members will be increased by 3%.

Effective the beginning of the pay period following January 1, 2020, the salary range for MPPMMA and MPPCA members will be increased by 2.5%.

Effective the beginning of the pay period following January 1, 2021, the salary range for MPPMMA and MPPCA members will be increased by 2.7%.

Effective the beginning of the pay period following January 1, 2022, the salary range for MPPMMA and MPPCA members will be increased by 3.5%.

- B. Employee Paid Retirement Contribution:

Classic employees currently pay the nine percent (9%) employee contribution. Effective the payroll period following the 2019-20 CalPERS contract amendment approval, employees will also pay an additional three percent (3%) retirement contribution as cost sharing.

PEPRA employees (i.e., new employees) pay 50% of normal costs, which is currently 12.25%. Effective the payroll period following the 2019-20 CalPERS contract amendment approval, such employees will pay an additional .5% contribution or 12.75%.

- C. MPPMMA will receive a cash payment of \$1,775 per member the first pay period after City Council approval of the MOU. MPPCA will receive a one-time cash payment of \$4,200 per member the first pay period after City Council approval of the MOU.

- D. MPPMMA members will receive increased medical plan contribution of \$150 over the four years of the contract and MPPCA members will receive increased medical plan contribution of \$175 over the same contract period.
2. In accordance with the new MOU, salary and benefit increases for Fire PCOA members will follow the below-referenced schedule:
- A. Classic PCOA employees currently pay the nine percent (9%) employee contribution. Effective the payroll period following the 2019-20 CalPERS contract amendment approval, employees will also pay an additional three percent (3%) retirement contribution as cost sharing.
 - B. Effective the payroll period following the 2019-20 CalPERS contract amendment approval, the City will pay a monthly 3% contribution to the employees' 401(a) deferred compensation account based on their annual salary.
 - C. Effective the beginning of the pay period following January 1, 2021, the salary range for PCOA members will be increased by 2.5%.
 - D. On January 1, 2019, the City created a Retiree Health Savings Plan (RHSP) for employee retirement medical purposes. The month following City Council approval of the PCOA contract the city will transfer 48 hours of regular sick leave accrual into each employee's RHSP account. Thereafter, each employee's annual sick leave will be reduced from 144 hours to 96 hours.
 - E. As a non-PERS-able cost of living adjustment PCOA members will be eligible for FLSA overtime similar to the Monterey Park Fire Fighters' Association.
 - F. PCOA members will receive increased medical plan contributions of \$150.
 - G. PCOA members who receive the designation of a Strike Team Task Force Leader, Strike Team Leader and/or Executive Fire Officer designation will be eligible for an incentive of \$200 per month effective upon the signing of this MOU. Effective July 1, 2020 the incentive increases to \$250 per month. Effective January 1, 2021, the incentive increases to \$300 per month.

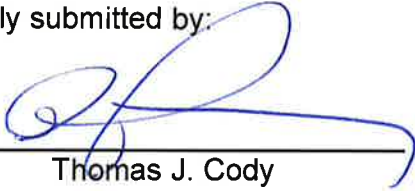
FISCAL IMPACT:

The cost impact of these three (3) MOU's to the 2019-2020 fiscal year is approximately \$142,000 which will require a new appropriation to the budget. The cost will be appropriated from the General Fund (0010). The projected cost for the fiscal year 2020-2021 will be an additional approximately \$286,000. The projected cost fiscal year 2021-

2022 will be an additional approximately \$434,000. The total proposed cost for the four-year contracts is approximately \$862,000.

*(NOTE: The actual cost to the 2019-20 budget is dependent on amending the CalPERS contract, which typically takes 3-4 months. Therefore, the actual appropriation impacting the 2019-20 budget may be less.)

Respectfully submitted by:



Thomas J. Cody
Director of Human Resources
and Risk Management

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. Resolution approving the MOU for Contract Years 2018-2022 between City of Monterey Park and Monterey Park Police Officers' Mid-Management Association
2. Resolution approving the MOU for Contract Years 2018-2022 between City of Monterey Park and Monterey Park Police Captains' Association
3. Resolution approving the MOU for Contract Years 2018-2022 between City of Monterey Park and Monterey Park Fire Chief Officers' Association
4. 2018-2022 4-Year MOUs Cost

ATTACHMENT 1

**Resolution approving the MOU for Contract Years
2018-2022 between City of Monterey Park and Police
Officers' Mid-Management Association**

RESOLUTION NO. _____

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEAR 2018-2022 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK POLICE OFFICERS' MID-MANAGEMENT ASSOCIATION.

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

SECTION 1: The City, acting by and through its City Council appointed negotiation team, and representatives of the Monterey Park Police Officers' Mid-Management Association (MPPOMMA), a duly recognized employee organization representing the City of Monterey Park Police Officers' Mid-Management Association employees, met and conferred in good faith and fully communicated and exchanged information concerning wages, retirement funding, hours, and the terms and conditions of employment for contract year 2018-2022.

SECTION 2: The appointed representatives of the parties agreed on certain matters as stated in the attached MOU and recommended that the City and the Union implement those agreements.

SECTION 3: MPPOMMA accepted the Memorandum of Understanding ("MOU") attached as Exhibit "A," and incorporated by reference.

SECTION 4: The City Council approves the MOU for Contract Year 2018-2022 between the City of Monterey Park and the Monterey Park Police Officers' Mid-Management Association (MPPOMMA).

SECTION 5: The City Manager is authorized to execute the MOU on the City's behalf in a form approved by the City Attorney.

SECTION 6: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 7: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

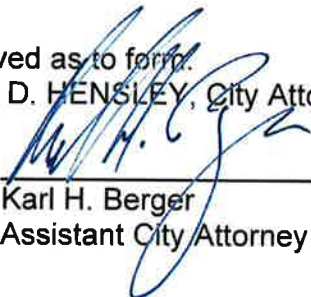
PASSED, AND ADOPTED this ____ day of _____, 2019

Hans Liang
Mayor, City of Monterey Park

ATTEST:

Vincent Chang, City Clerk

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

By: 

Karl H. Berger
Assistant City Attorney

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

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on this ____ day of _____, 2019 by the following vote:

AYES: Council Members:
NOES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members:

Dated this ____ day of _____, 2019

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



MEMORANDUM OF UNDERSTANDING

between

THE CITY OF MONTEREY PARK, CALIFORNIA

and

**THE MONTEREY PARK POLICE OFFICERS' MID-MANAGEMENT
ASSOCIATION**

FOUR-YEAR AGREEMENT: 07/01/2018 – 06/30/2022

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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-MANAGEMENT ASSOCIATION
FOUR YEAR -AGREEMENT 07/01/2018 - 06/30/2022

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. Notwithstanding 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 pursuant to 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

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

CITY HALL OPEN

<u>Floating:</u>	Admission's Day	Columbus Day
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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.

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 than 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.

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.

N

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. Removal from Special Assignment

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

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

Each party to the Article 7 administrative appeals before a hearing officer shall be limited to a maximum of eight (8) hours of presentation time during conduct of an administrative appeal pursuant to MOU Article 7 (C)(4) Level IV Administrative Hearing. For purposes of

time-limit computation only, the Association and any one (1) employee, as well as any other entity that may properly be appearing on behalf of or with an interest similar to the 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. Appeal procedures for employees removed from specialty assignments in less than twelve (<12) months of receiving the assignment:

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

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 20% of compensable accrual time of Sick Leave, Vacation Leave and Holiday Leave as allowed by Federal Law.

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

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

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

ARTICLE 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 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

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

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

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	3	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

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 2

Resolution approving the MOU for Contract Years
2018-2022 between City of Monterey Park and
Monterey Park Police Captains' Association

RESOLUTION NO. _____

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEAR 2018-2022 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK POLICE CAPTAINS' ASSOCIATION.

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

SECTION 1: The City, acting by and through its City Council appointed negotiation team, and representatives of the Monterey Park Police Captains' Association (MPPCA), a duly recognized employee organization representing the City of Monterey Park's Police Captains' Association employees, met and conferred in good faith and fully communicated and exchanged information concerning wages, retirement funding, hours, and the terms and conditions of employment for contract year 2018-2022.

SECTION 2: The appointed representatives of the parties agreed on certain matters as stated in the attached MOU and recommended that the City and the Union implement those agreements.

SECTION 3: MPPCA accepted the Memorandum of Understanding ("MOU") attached as Exhibit "A," and incorporated by reference.

SECTION 4: The City Council approves the MOU for Contract Year 2018-2022 between the City of Monterey Park and the Monterey Park Police Captains' Association (MPPCA).

SECTION 5: The City Manager is authorized to execute the MOU on the City's behalf in a form approved by the City Attorney.

SECTION 6: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 7: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

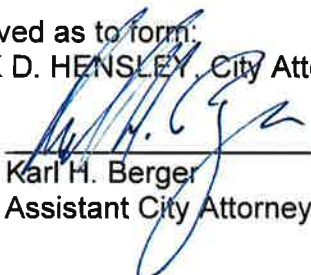
PASSED, AND ADOPTED this ____ day of _____, 2019

Hans Liang
Mayor, City of Monterey Park

ATTEST:

Vincent Chang, City Clerk

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

By: 

Karl H. Berger
Assistant City Attorney

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

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on this ____ day of _____, 2019 by the following vote:

AYES: Council Members:
NOES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members:

Dated this ____ day of _____, 2019

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



MEMORANDUM OF UNDERSTANDING

between

THE CITY OF MONTEREY PARK, CALIFORNIA

and

THE MONTEREY PARK POLICE CAPTAINS' ASSOCIATION

FOUR-YEAR AGREEMENT: 07/01/2018 – 06/30/2022

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between
THE CITY OF MONTEREY PARK, CALIFORNIA
and
THE MONTEREY PARK POLICE CAPTAINS' ASSOCIATION
FOUR YEAR AGREEMENT 07/01/2018 – 06/30/2022

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MEMORANDUM OF UNDERSTANDING
between
THE CITY OF MONTEREY PARK
and
THE MONTEREY PARK POLICE CAPTAINS'
FOUR YEAR -AGREEMENT 07/01/2018 - 06/30/2022
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
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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.

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 ~~for~~ 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

H. Members may elect to cash out less hours then the maximum allowed.

I. 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.

J. Members may elect which Sick Bank they wish to cash out hours from.

K. 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 - 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 18 - 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 19 - 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 20 - 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 21 - 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 22 - 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.

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 23 - 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 24 – 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 25 - 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 26 - 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 27 - 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 28 - 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%.

- 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 29- 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 30 - 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 31 - 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 20% of compensable accrual time of Sick Leave, Vacation Leave and Holiday Leave as allowed by Federal Law.

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

deferred.

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

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

ARTICLE 32 - 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 33 - 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 34 - 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 35 - 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 October 2019.

MONTEREY PARK POLICE
CAPTAINS’ UNIT

CITY OF MONTEREY PARK

By: _____
Steven Coday, Captain
Monterey Park Police Department

By: _____
Ron Bow
City Manager

By: _____
Kelly Gordon, Captain
Monterey Park Police Department

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

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

ATTACHMENT 3

**Resolution approving the MOU for Contract Years
2018-2022 between City of Monterey Park and
Monterey Park Fire Chief Officers' Association**

RESOLUTION NO. _____

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEAR 2018-2022 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK PROFESSIONAL CHIEF OFFICERS' ASSOCIATION.

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

SECTION 1: The City, acting by and through its City Council appointed negotiation team, and representatives of the Monterey Park Professional Chief Officers' Association (PCOA), a duly recognized employee organization representing the City of Monterey Parks Fire Battalion Chief Officer employees, met and conferred in good faith and fully communicated and exchanged information concerning wages, retirement funding, hours, and the terms and conditions of employment for contract year 2018-2022.

SECTION 2: The appointed representatives of the parties agreed on certain matters as stated in the attached MOU and recommended that the City and the Union implement those agreements.

SECTION 3: PCOA accepted the Memorandum of Understanding ("MOU") attached as Exhibit "A," and incorporated by reference.

SECTION 4: The City Council approves the MOU for Contract Year 2018-2022 between the City of Monterey Park and the Monterey Park Professional Chief Officers' Association (PCOA).

SECTION 5: The City Manager is authorized to execute the MOU on the City's behalf in a form approved by the City Attorney.

SECTION 6: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 7: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

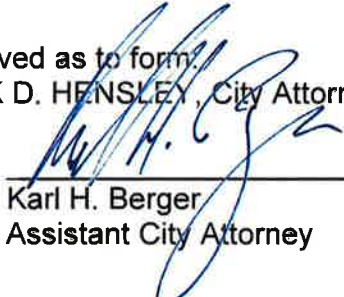
PASSED, AND ADOPTED this ____ day of _____, 2019

Hans Liang
Mayor, City of Monterey Park

ATTEST:

Vincent Chang, City Clerk

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

By: 

Karl H. Berger
Assistant City Attorney

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

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on this ____ day of _____, 2019 by the following vote:

AYES: Council Members:
NOES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members:

Dated this ____ day of _____, 2019

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



MEMORANDUM OF UNDERSTANDING

between

THE CITY OF MONTEREY PARK, CALIFORNIA

and

**THE MONTEREY PARK PROFESSIONAL CHIEF OFFICERS'
ASSOCIATION**

FOUR-YEAR AGREEMENT: July 1, 2018 – June 30, 2022

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MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF MONTEREY PARK

and

THE MONTEREY PARK PROFESSIONAL CHIEF OFFICERS' ASSOCIATION

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MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF MONTEREY PARK
and
THE MONTEREY PARK PROFESSIONAL CHIEF OFFICERS' ASSOCIATION
(FOUR-Year Agreement July 1, 2018 - June 30, 2022)

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 Professional Chief Officers' Association, hereinafter referred to as "PCOA" have reached this Memorandum of Understanding pursuant to meeting and conferring in good faith.

ARTICLE 1 - SCOPE OF REPRESENTATION

The scope of representation of PCOA shall include matters relating to employment conditions and employer-employee relations including but not limited to wages, hours and other terms and conditions of employment.

The wages, hours and working conditions specified in this MOU shall constitute the wages, hours and working conditions for the term of this MOU.

ARTICLE 2 - RECOGNITION

- A. The Monterey Park Professional Chief Officers' Association (PCOA) is hereby recognized as the exclusive Recognized Employee Organization for those employees occupying the job classifications of Fire Division Chief and Fire Marshal.
- B. The City acknowledges PCOA as the representative for employees in the Fire Department for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.

ARTICLE 3 - CITY RESPONSIBILITIES AND RIGHTS

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 requirements determined by 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 methods of 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.

ARTICLE 4 - EMPLOYEE AND/OR EMPLOYER REPRESENTATIVES

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

- B. Members of PCOA may, by any reasonable method, 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 or working hours, without loss of time, provided:
 - 1. That no employee representative shall leave 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 scheduled 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. Deductions as authorized by the employee shall be deducted from earned wages or salaries each pay period. The City shall forward to PCOA during the succeeding week all dues and/or initiation fees deducted from the employees.
- D. PCOA shall indemnify, defend, and hold the City harmless against any claim 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 section regarding dues deduction.
- E. PCOA representatives, while on City property, shall abide by the City's safety rules and regulations.
- F. Such individuals, after being excused from their regular assigned duties by the Fire Chief or delegated representative, will be permitted to take reasonable time to discuss terms and conditions as set forth in this MOU.
- G. Said employee or employees, if on duty, shall be paid for such reasonable time by the City at the employee's base rate of pay. However, no overtime will be paid by the City for time spent as set forth above, except if and when the employee is working a relief overtime shift.
- H. A written list of the Officers of PCOA and the Employee Representatives shall be furnished to the City immediately after their designation and PCOA shall notify the City promptly in writing of any changes of such Officers or Representative.

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. PCOA recreational and social activities.
- 2. PCOA election notices and results.
- 3. PCOA meetings and events.
- 4. Such other notices as may be mutually agreed upon by PCOA and the Fire Chief or representative.

ARTICLE 6 - CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

- A. PCOA hereby agrees that during the term of this MOU, the employees of PCOA, the officers and/or agents of PCOA shall not engage in, encourage, sanction, support, authorize or suggest any work stoppages, strikes, boycotts, slowdowns, mass resignation, mass absenteeism, picketing, or any other intentional interference of work of the City.
- B. In the event any employee, or employees, participate in any such activities as set forth above, PCOA 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 such activities as set forth in paragraphs A and B 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 an allegation by a member or PCOA on behalf of specified unit members of the bargaining unit who have been adversely affected by an alleged violation of the specific provisions of this Memorandum of Understanding during its term, or an appeal of a disciplinary action decision by the City Manager.
- 2. A "disciplinary appeal" is a formal written objection or challenge to any disciplinary action as defined by the Personnel Rules and Regulations. The grievance procedure shall not be utilized by an employee to contest the content of a performance evaluation, verbal or written reprimands or other documentation regarding the employee's work performance yet which is not defined as "disciplinary action" by Rule XV of the City Personnel Rules and Regulations. A "disciplinary appeal" shall be filed after 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, Arbitration.

Discipline shall be imposed in such a manner as to not violate the FLSA with regard to "exempt" employees.

- 3. Disputes regarding jurisdiction (grievable of an issue) shall not be subject to resolution by the grievance procedure and instead, are subject to resolution by an arbitrator.
- 4. A "grievant" is any unit member or PCOA on behalf of specified unit members adversely affected by an alleged violation of the specific provisions of this MOU, or a punitive disciplinary action.
- 5. 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 the 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 the employee's personnel file until after the discipline appeal process (if applicable) is completed.
3. Time limits for appeal provided at any level of this procedure shall begin the first day following receipt of the written decision by the grievant and/or the PCOA. 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. 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 will start the following day. The grievant and the City may extend any time deadline by mutual agreement.
4. Every effort will be made to schedule meetings for the processing of grievances at times that will not interfere with 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 PCOA, as long as the resolution is reached prior to arbitration 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 PCOA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response within twenty (20) days. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the PCOA, which may include the attorney of PCOA.
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 protections.
7. There shall be no reprisals 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 unit member who believes he/she has a grievance which is an alleged violation

of the specific provisions of this Memorandum of Understanding shall present the grievance orally to the Fire Chief within fifteen (15) days 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 Fire 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 meeting that at least one personal conference be held between the aggrieved employee and the Fire Chief.

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 Fire Chief within ten (10) days after conclusion of Level I. The written information shall include: (a) A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance; (b) A listing of the provisions of this agreement which are alleged to have been violated; (c) A listing of the reasons why the Level I proposed resolution of the problem is unacceptable; and (d) A listing of specific actions requested of the City which will remedy the grievance.
- b. The Fire Chief or designated representative shall communicate his/her decision, in writing, to the grievant within ten (10) days after receiving the grievance.
- c. Within the above time limits, either party 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 - Binding Arbitration

- a. If the grievant is not satisfied with the decision at Level III, or if an employee 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 to PCOA for arbitration of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, PCOA shall inform the City, in writing, of its intent to arbitrate. PCOA and the City shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall

request that the State Mediation and Conciliation Service supply a panel of seven (7) names of persons experienced in hearing grievances in cities.

Each party shall alternately strike a name until only one remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by coin toss.

- b. The arbitrator 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 arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- c. The City and PCOA agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this MOU at issue between the parties. The arbitrator 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, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of this MOU. The arbitrator shall be without powers or authority to make any decision that requires the City or management to do an act prohibited by law.
- d. In the event that this grievance procedure is used to challenge disciplinary actions, the arbitrator shall prepare a written decision containing findings of fact, determination of issues, and statement of the precise disciplinary penalty, if any.
- e. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and award.
- f. The award of the arbitrator shall be final and binding within sixty (60) days of submission. During this sixty (60) day period either party may request in writing a clarification of the decision. A copy of such request must be provided to the other party simultaneously with the sending of the request to the arbitrator.
- g. The fees and expenses of the arbitrator(s) shall be shared equally by the City and PCOA. 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 arbitration hearing. The cost of the services of such court reporter shall be shared equally by the the City and PCOA; however, the party ordering a transcript shall be responsible for the entire transcription fee.
- h. 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/arbitration procedure. The processing

of a grievance beyond Level III shall constitute an express election on the part of the grievant that the grievance/arbitration 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 enforcement of any arbitration award in any court per Civil Code Procedure section 1286 *et seq.*

- i. The City and PCOA agree to binding arbitration for disciplinary appeals and these provisions for discipline are intended to comply with the Firefighters' Bill of Rights.

ARTICLE 8 - VACATION AND HOLIDAYS

It is the intent and purpose of this vacation and holiday leave policy that all employees avail themselves of accrued vacation and 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 Fire Department may periodically impact the ability of an employee to utilize any or all of his/her annual vacation and holiday accrual.

A. VACATION PROGRAM

1. It is the policy of the City that no employee may accrue greater than 432 vacation hours. Upon accrual of 432 hours, no unit member shall accrue any additional vacation hours nor be compensated for any vacation hours in excess of 432 hours unless and until utilization of accrued vacation time results in the employee's vacation account totaling less than 432 hours.

In those instances where an employee has accumulated vacation hours on or before March 10, 1995, the employee shall be subject to two (2) separate vacation banks. The first vacation bank (Bank No. 1) shall consist of the total number of vacation hours accrued on or before March 10, 1995. The number of vacation hours contained within Bank No. 1 shall not increase.

At the sole discretion of the Fire Chief, special consideration may be given to an employee's written request to accumulate vacation credits in excess of the maximum allowable vacation balance of 432 hours. Said approved credits will be converted to Bank No. 1.

2. Sworn Fire Members Assigned to Twenty-four Hour Shift Work: Employees covered under this MOU, with the exception of temporary appointments, shall accumulate vacation with pay as follows:

<u>Years of Service</u>	<u>Number of Shifts Allowed</u>	<u>Years of Service</u>	<u>Number of Shifts Allowed</u>
1	6 shifts	11	9 shifts
2	6 shifts	12	9 shifts
3	6 shifts	13	9 shifts

4	6 shifts	14	10 shifts
5	6 shifts	15	10 shifts
6	6 shifts	16	11 shifts
7	6 shifts	17	11 shifts
8	7 shifts	18	12 shifts
9	7 shifts	19	12 shifts
10	9 shifts	20	13 shifts

3. Sworn Fire Members Assigned to a Forty-Hour Week: An employee covered under this MOU, who is required to work a forty-hour workweek, with the exception of temporary appointments, shall accumulate vacation with pay as follows:

After one (1) year of paid service, vacation leave with pay shall be granted each permanent employee at the rate of eighty (80) hours each year. Additional vacation leave with pay shall be granted at the rate of eight (8) hours each year, beginning with the employee's sixth (6th) anniversary. Maximum vacation per year is one hundred-ninety two (192) hours.

4. Sworn Fire members assigned to a twenty-four hour shift may, annually during any fiscal year, elect to cash out up to 6 shifts (144 hours) of vacation time. The effective date(s) of any such cash-out is to be determined by the employee.

Sworn Fire members assigned to a forty-hour workweek may, annually during any fiscal year, elect to cash out up to seventy-two (72) hours of vacation time. The effective date(s) of any such cash-out to be determined by the employee.

B. HOLIDAYS

Except as modified herein, holidays shall be governed as defined in Rule XI, Attendance and Leaves, Section 7, Holidays, of the Personnel System Rules and Regulations of the City of Monterey Park.

1. Employees assigned to twenty-four hour shifts shall be paid the cash value in lieu of time off for holidays. Twelve (12) hours of holiday pay will be paid during the first pay period of each month.
2. Employees assigned to a forty hour work schedule receive time off (same holiday closures as City Hall) for the following holidays:

New Year's Day	Thanksgiving Day
Washington's Birthday	Friday after Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day
Veteran's Day	

In addition, employees assigned to a forty hour work schedule receive two floating holidays. Floating holiday hours have a maximum accrual of thirty-two (32) hours. Once employees

reach the maximum, no additional hours accrue until the use of leave reduces the accrual below thirty-two.

C. APPROVAL TO USE VACATION AND HOLIDAY TIME REMAINING IN HOLIDAY BANKS

Subject to the exceptions described herein, upon a written request thirty (30) calendar days in advance of any such requested date(s) to utilize specified dates(s) of vacation and/or holiday time, the Fire Chief shall grant the leave request. However, the Fire Chief shall be authorized to deny any or all leave requests upon a written determination made by the Fire Chief and/or his/her designee that the granting of such leave request would or might disrupt the operations of the Department. However, it is specifically acknowledged that the fact that overtime expenses will or may be incurred as a result of the granting of leave utilization when thirty (30) calendar days advanced notice is provided as described herein, shall not constitute a consideration in the administration's determination that granting of the leave will or may disrupt operations of the Department.

In any case where an employee provides less than thirty (30) calendar days written notice to the Fire Chief of the employee's request to use earned vacation and/or holiday time, then the Fire Chief shall have the authority and discretion for any reason (including but not limited to real or potential overtime impact, real or potential disruption to the operations of the Department, or real or potential safety impact) to deny the vacation and/or holiday leave request. The Fire Chief's exercise of its discretion in this regard shall not be subject to administrative, civil or any other review or challenge.

Additionally, granting of any request to utilize earned vacation and/or holiday time shall be subject to the proviso that in no case shall more than one Division Chief be authorized to utilize said leave during all or part of the same shift dates(s). Where requests to utilize said leave exceeds the per shift classification number described in this paragraph, then the request filed earliest shall have priority. In cases where requests are filed simultaneously, priority shall be given to the most senior (in total City service) applicant.

ARTICLE 9 - SICK LEAVE

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. Effective the pay period that includes January 1, 2020, the hours of sick leave earned by each employee annually will be reduced from one-hundred forty-four (144) hours to ninety-six (96) hours per year to allow forty-eight hours at regular rate of pay to be used for a new Retiree Health Savings Plan (see Article 17, page 15 for the Retiree Health Savings Plan). The forty-eight (48) hour contribution shall be prorated at the rate of four (4) hours per month. .

A. Sick Leave Use

Sick leave is used on an hour for hour basis. For example, employees who work 24 hour shifts and are absent for the full 24 hours will have sick leave of 24 hours deducted from their sick leave bank.

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

- (a) diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling; or
- (b) for an employee who is a victim of domestic violence, sexual assault, or stalking to: i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

For full time employees, one-half of the employee's accrued and available annual sick leave is protected and may be used for any of the purposes stated above.

B. Credit for Unused Sick Leave

The City contracts with CalPERS for the Credit for Unused Sick Leave option (Section 20965). Any amount of sick leave accrued and not taken as cash payment will be reported to CalPERS for calculation as additional service credit.

C. Sick Leave Cash Out

- a. Individuals employed by the City as of July 1, 2012 had their existing sick leave balances (as of July 1, 2012) transferred to a separate sick leave bank (Bank 1). No additional leave could be added to this bank. Employees with hours in this bank can choose to use those hours for sick leave purposes. In addition, upon service retirement from the City, the City will cash out 50% of the sick leave hours in this leave bank to the employee at their rate of pay at the time of retirement.
- b. Beginning July 1, 2012, with the establishment of the 12 hour per month sick leave accrual and sick leave maximum of 800 hours, a new sick leave bank (Bank 2) was established. For employees with ten years of City of Monterey Park service at the time of service retirement, are eligible to cash out sick leave from this bank at the rate of fourteen (14) hours for every full year (12 months) of City service beginning from the date of employment.
- c. In the event of the death of an employee prior to retirement, The City will pay to the employee's designated beneficiary any sick leave cash out that the employee would have been eligible to receive upon a service retirement from the City.

ARTICLE 10 - BEREAVEMENT LEAVE

- A. Each regular employee may be granted bereavement leave at the discretion of the Fire Chief whenever death occurs to a member of the employee's immediate family. Bereavement leave

may not exceed three working days, or in the case of Fire personnel working a 24-hour shifts schedule, 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 working days, or in the case of Fire personnel working a 24 hour shift schedule, five shifts. Bereavement Leave is to be charged to an account separate from the employee's sick leave account.

- B. 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 11 - 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 12 - JURY DUTY

An employee of the City who is required to participate as a juror, required to participate in the jury selection process, or required to appear in court as a witness except as the litigant in the case, shall be paid up to and including ten (10) days of salary and benefits during each fiscal year while 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, was to have been ten (10) days or less in duration.

Under such circumstances, the employee shall receive his/her regular salary while on such leave, provided that the employee remits to the City any payments or fees received as a juror or witness, excluding mileage reimbursement.

ARTICLE 13 - LEAVE OF ABSENCE

As defined in Rule XI, Attendance and Leaves, Section 4, Leave of Absence, of the Personnel System Rules and Regulations of the City of Monterey Park.

- A. When an employee maintains a non-paid employment status, the City shall make no premium or other contribution to insurance coverage except as may be required by provisions of the FMLA and/or CFRA. The employee may be required to deposit any and all insurance premiums with the City for remittance by the City to the carrier or to the carrier directly.
- B. Prior to being placed on a leave of absence without pay, as permitted under any applicable law (e.g., CFRA, FMLA, PDL), employees must exhaust all accrued leave. Absence without pay for a period greater than 50% of a pay period shall result in no leave benefits or seniority accrual for said period of time.

ARTICLE 14 - ADMINISTRATIVE LEAVE

- A. Represented FLSA exempt employees covered under this MOU shall receive 48 hours of

Administrative Leave each July 1.

- B The times during the fiscal year at which an employee may take his/her administrative leave shall be determined by the Fire 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.
- C. Employees requesting to utilize his/her administrative leave shall complete a Leave of Absence Request form and forward the approved form to payroll.

ARTICLE 15 - UNIFORMS

A. Uniforms Provided

1. The uniform allowance shall be seven hundred dollars (\$806.00) per year. The City shall continue its credit/retail account program with a retail outlet to be determined by the City. The employee will be required to use the approved City vendor for the purchases of their indentified uniform apparel. The uniform apparel covered by this uniform allowance includes: two black Nomex shirts, two black Nomex pants, two ties, one belt with buckle, one pair of shoes, and either a work jacket or sweater.
2. Upon appointment to a position in this unit, an employee shall receive an initial issue of the following items: one dress jacket, one reconditioned hat, one name tag, year pins, two sets of collar insignias, two black Nomex shirts, two black Nomex pants, two ties, one belt, one work jacket or sweater, and one pair of shoes.
3. The following items will be provided on an "as needed" replacement basis only: dress uniform, hat, nametags, year pins, and collar insignias, upon prior approval of the Fire Chief.
4. No employee will be eligible to receive the annual uniform allotment if such employee has for any reason been absent from active uniformed service for any time in excess of one-half of the fiscal year immediately preceding the allocation. Uniform allotment shall be provided on a prorated basis for those employees.
5. For "classic" members of the CalPERS system, the parties agree that the uniform allowance is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(5).

B. Safety Gear

The City shall provide and maintain safety items as mandated by CAL/OSHA through procedures established by the City. Included are the following items:

- | | |
|---------------------------------------|-----------------|
| 1. Turn-out boots, trousers, and coat | 5. Safety shoes |
| 2. Gloves and goggles | 6. Flashlights |

- | | |
|-----------------|---|
| 3. Helmet | 7. Breathing apparatus |
| 4. Brush jacket | 8. Infectious disease protective clothing |

- C. Any employee who negligently damages or loses any provided equipment or uniforms shall be subject to disciplinary action.
- D. The City shall enter into a bulk-cleaning contract with a vendor(s) to be selected solely at the discretion of the City.

ARTICLE 16 - 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 2016 the MEC is \$125/month).

B. Retiree Medical Insurance

- 1. 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. Individuals who were hired on or before December 31, 2015 and retire from the City 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 contribution to a retiree Health Reimbursement Account (HRA) for the difference between the MEC and either:
 - a. \$386 per month when the employee retires with less than twenty (20) years of service
 - b. \$550 per month when the employee retires with twenty (20) or more years of service

C. Dental Insurance

The City will contribute up to ninety-five dollars (\$95) 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. Effective January 1, 2020 the City's contribution under the Section 125 Cafeteria plan for active employees shall be up to one thousand one hundred and fifty dollars (\$1,445) per month for employees electing to enroll in a medical plan in PEMHCA. The City's contribution will include the PEMHCA MEC (\$136 per month for 2019) toward the medical plan and the balance may be used for other eligible expenses. Eligible expenses include: (1) medical insurance premiums, (2) dental insurance premium, (3) 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 including but not limited to, consideration of the impact of the Excise Tax (commonly known as the Cadillac Tax).

- G. Life Insurance - The City will provide employees covered by this MOU a term life insurance policy in the amount of \$100,000.
- H. Supplemental Life Insurance may be purchased by each active 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.
- I. Long Term Disability: City paid premium for LTD as provided other management employees of the City.

ARTICLE 17 – RETIREE HEALTH SAVINGS PLAN

- A. Beginning January 2020, the City has agreed to provide contributions for full-time Unit employees toward a Retiree Health Savings Plan (RHSP) as described in this Section.
- B. The intent of the RHSP is to help participants pay eligible medical expenses during retirement using tax-deferred funds.
- C. Eligible expenses include retiree health plan premiums, Medicare premiums, long-term care premiums and out of pocket health expenses.
- D. The City agrees to contribute the dollar equivalent of 48 hours annually of unpaid sick time to the Unit employees RHSP account. These contributions will be made for each complete calendar month of an employee's active City service. For example, each eligible member will receive 4 hours per month contribution equaling 48 hours annually. The employee's annual sick leave accrual will be reduced from 144 hours annually to 96 hours annually (see Article 9, page 9).
- E. Contributions to the RHSP are 100% vested.
- F. Contributions and earnings on the contributions to the RHSP accumulate on a tax-free basis and are not subject to tax if they are used to pay for eligible medical expenses for participants and their eligible dependent(s).
- G. Participants are allowed to self-direct all account assets into one or more of the investment options available within the RHSP.
- H. The RHSP shall provide for benefits to be paid to a Unit employee after separation from City service based upon contributions made on behalf of such employee and shall not define a particular benefit to be paid to such employee.
- I. Unit employees, whether active or terminated, may not transfer their RHSP account to a similar plan not sponsored by the City.
- J. In the event of death, the participants account will transfer ownership to a surviving spouse or tax-qualified dependent. If the participant does not have a spouse or tax-qualified dependent, the unused assets will be forfeited back to the plan and distributed to plan participants on a pro-rated basis.
- K. The RHSP will be administered by the authorized plan administrator designated by the City in a manner consistent with this Agreement. Administration fee will be paid by plan participants.
- L. The City may change the RHSP at any time during the term of this Agreement, provided that the amount of contributions to the RHSP specified in Section C above do not change. Any change shall not affect any contributions that have vested under Section C above.

ARTICLE 17 - 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 provided through an accredited institution, directly related to their employment, or compatible with a career goal with the City. No reimbursement shall be authorized for pursuit of an academic degree beyond a Masters nor shall reimbursement of tuition or other costs be approved for a course of study at institutions that grant credit for "life experience" in-lieu of completion of specified course material.

Enrollment cost reimbursement is subject to approval by both the Fire Chief and Director of Human Resources/Risk Management. In rendering a reimbursement determination, the Fire Chief and Director of Human Resources/Risk Management shall consider whether or not the course(s) for which 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 Fire Chief and Director of Human Resources/Risk Management. The reimbursement eligibility determinations described herein are not subject to any administrative or judicial appeal procedure and the decision of the Fire Chief and Director of Human Resources/Risk Management shall be final.

An employee will be reimbursed up to seven-five dollars (\$75.00) for books each semester or equivalent if he/she is enrolled in six (6) or less units; an employee will be reimbursed up to two-hundred (\$200.00) for books each semester or equivalent, providing he/she is enrolled in seven (7) or more units. Reimbursement shall only be for books required for the course. All requests for reimbursement shall be accompanied by valid receipts.

ARTICLE 18 - EDUCATIONAL INCENTIVE PAY

- A. The City agrees to an Educational Pay Plan that provides compensation as follows:
 - 1. Either:
 - a. \$135.00 additional salary per month for an employee with an Associate of Arts degree, or
 - b. \$275.00 additional salary per month for an employee with a Bachelor's degree in a major reasonably related to the employee's work or consistent with a career objective with the City, or
 - c. \$325.00 additional salary per month for an employee with a Master's degree in a major reasonably related to the employee's work or consistent with a career objective with the City.
- B. In addition, possession of a Company Officer Certification shall allow an employee to be compensated at \$60 per month. Possession of a Chief Officer certification shall allow an employee to be compensated at \$120 per month. Only certification issued by the California State Fire Marshal's Office shall be accepted. These certifications are not cumulative compensation.
- C. In addition, an employee any employee who receives Task Force Leader, Strike Team Leader and/or Executive Fire Officer designation will be eligible for an incentive of \$200 per month

effective upon the signing of this MOU. Effective July 1, 2020 the incentive shall increase to \$250 per month. Effective January 1, 2021, the incentive shall increase to \$300 per month.

- D. 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 19 - TRAVEL REIMBURSEMENT

Mileage is reimbursed for travel in connection with City business. Prior approval must be obtained from the immediate supervisor or Fire Chief. Mileage forms are available in the department and, if travel is required frequently during a month, reimbursement will be made once each month. Completed mileage forms shall be submitted to the Fire Chief.

ARTICLE 20 - RETIREMENT BENEFITS

A. Retirement benefits are provided pursuant to a contract with the California Public Employees' Retirement System (CalPERS). For all Safety employees, the contract includes the Post Retirement Survivor option, the 1959 Survivor's benefit – Level 4, and Military Service Credit as Public Service.

B. Employees who are "classic" members under the CalPERS regulations have the retirement formula that existed with the City on December 31, 2012, 3%@55 with single highest year for final compensation. Classic employees shall pay nine percent (9%) compensation earnable as the employee contribution to CalPERS.

C. 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 a member of a reciprocal system or who has had a break in service of at least six months or more) will have the retirement formula 2.7%@57 with a three year average for final compensation. New members contribute one-half the total normal cost as set by CalPERS each year.

D. Cost-Sharing
Classic Employees:

Employee Paid Retirement Contribution: Classic employees currently pay the nine percent (9%) member contribution. Effective the payroll period following the 2019/20 CalPERS contract amendment approval, Employees shall also pay an additional three percent (3%) retirement contribution (up to twelve percent 12%) 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 21 - SALARIES AND WAGES

SALARY RANGES

- A. Salary ranges for classifications in this unit are identified in Addendum A.
- B. Effective the beginning of the pay period following January 1, 2021, the salary range for Division Chief will be increased by 2.5%.
- C. 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.

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).

D. Salary Range Advancement

Advancement within the 5-step salary range shall be subject to the terms and conditions as set forth under City policy.

E. EMT-D Premium Pay

1. Following Department of Health Services approval of the Fire Department’s AED program, individuals who are in possession of valid certification as Emergency Medical Technician – Defibrillator (EMT-D) shall receive \$200.00 per month premium pay. Individuals holding an EMT-P (Paramedic) certification are not eligible for premium pay under this section

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) – EMT Pay.

ARTICLE 22 - WORK SCHEDULE

The basic work schedule for employees assigned to Fire Suppression is eight 24-hour shifts in a 24-day work period which amounts to an average of 121 (122 in a leap year) work shifts per year. The basic work schedule for employees assigned to Fire Prevention is forty (40) hours per week.

ARTICLE 23 - ACTING/TEMPORARY ASSIGNMENTS

- A. Employees assigned in an acting or temporary capacity to work in a position/class having a higher rank or salary range shall be assigned pursuant to the following provisions:
 - 1. Employees must be certified by the City Manager or Fire Chief to work in an acting/temporary assignment capacity in said position/class. Certification for acting and/or temporary assignments shall be at the sole discretion of the City Manager or Fire Chief. The City Manager's/Fire Chief's determination regarding certification for acting/temporary assignments shall not be grievable and is considered to be determinative. "Certification" shall only mean that the City Manager/Fire Chief has used discretion and determined solely in his/her professional opinion that the individual is capable of performing the acting or temporary assignment. "Certification" shall not refer to any particular examination or evaluation process, and no such process shall be required for use by the City Manager/Fire Chief in rendering his/her determination.
- B. Acting assignments shall be filled in the following manner (to the extent that this Article is inconsistent with the City Personnel Rules, this Article shall prevail);
- C. Need for Acting/Temporary Assignments: To assure the orderly performance and continuance of municipal services, the City may be required to temporarily upgrade employees on an acting /temporary assignment basis to positions of a higher classification. For the purposes of this Article, it is understood that acting/temporary assignments may be required in order to temporarily fill position classification vacancies, which may exist for any of the following reasons:
 - 1. A position classification is vacant and is scheduled to be filled by a regular full-time employee and a limited period of time is required in order to proceed with and complete the normal appointment procedure.
 - 2. A position classification is vacant, although filled, because the regular employee is on an approved paid or unpaid leave of absence.
- D. It is not the intent of the City to circumvent or avoid the normal employment or promotion process and therefore, the City shall make every reasonable effort, as determined by the City, to fill vacancies in a most expeditious manner and to keep the need for such acting/temporary assignments to a minimum.

- E. Selection for Acting/Temporary Assignments. The selection of an employee for acting/temporary assignments shall be at the sole discretion of either the City Manager or the Fire Chief or their designee. Selection shall be pursuant to the guidelines in A1 above.
- F. No person shall be appointed to an acting/temporary assignment when on probation. Acting/temporary assignments shall be filled depending on the needs of the Fire Department as determined by the sole discretion of the City Manager or Fire Chief.
- G. Status of Employee in Acting/Temporary Assignment. Time served in an acting/temporary assignment shall not be credited towards completion of any probationary test period in the acting/temporary assignment position. Time served in an acting/temporary assignment position shall not alter the employee's anniversary date. If the employee in an acting/temporary assignment would have been eligible for a merit increase had the acting/temporary assignment appointment not been made, then the employee shall remain eligible for such merit increase with the employee's performance in both the regular and acting/temporary assignment positions being considered.
- H. Duration of Acting/Temporary Assignment. The duration of any acting/temporary assignment shall be in accordance with Rule IX of the Personnel System Rules and Regulations.
- I. Individuals in the classification of Fire Marshal may be temporarily assigned the duties of Fire Division Chief and a Fire Division Chief may be temporarily assigned the duties of Fire Marshal if they have been certified pursuant to the provisions of this Article.

ARTICLE XX – FAIR LABOR STANDARDS ACT

- A. 7K Exemption. The City of Monterey Park has exercised its ability to take statutory “7K” exemption for sworn personnel. The work period for such employees assigned to suppression positions shall be twenty-four (24) days.
- B. Overtime (Fire Suppression). Hours worked by fire suppression employees in excess of the standard work period of one hundred and eighty-two (182) hours in a twenty-four (24) day cycle shall be compensated at the overtime rate of time and one-half his/her regular rate of pay.
- C. In determining overtime compensation, all hours worked and hours where paid leave is used in lieu of hours worked, except sick leave, shall be counted as total hours.

ARTICLE 24 - PHYSICAL EXAMINATIONS

The City agrees to provide employees a complete physical examination, including stress EKG on the following basis:

- A. Employees shall be administered a complete physical examination, including stress EKG, or be administered portions of the examination as they may be required, as follows:
 - 1. Employees under forty years of age shall be administered a complete physical

examination without the stress EKG every two years. The stress EKG will be administered every four years only.

2. Employees forty years of age or over shall be administered a complete physical examination including stress EKG every two years.
 3. A City physical exam may be provided more frequently upon request of the employee and approval by the Director of Human Resources and Risk Management.
- B. Employees shall be given all examinations while on duty status, or if given this examination while off-duty, shall be compensated at straight time (if employee reschedules examination to off duty time, no compensation will be paid).
- C. The City agrees such medical examination shall review those factors and standards reasonably required to be met by an employee to substantially comply with his/her job requirements.
- D. The cost of the examination shall be borne by the City.
- E. The medical provider shall notify the City whether or not the employee is “medically qualified” to perform the essential functions of the position.

ARTICLE 25 – 401(a) PLAN / DEFERRED COMPENSATION PLAN

401(a) Plan

The city will amend the 401(a) plan to permit employer contribution on behalf of the unit members. The plan amendment will be effective the payroll period following the 2019/20 CalPERS contract amendment approval and simultaneously to members picking up an additional cost sharing amount as outline in Article 20, Retirement Benefits, Section D.

A. City Contribution to a 401(a) Plan

Effective the payroll period following the 2019/20 CalPERS contract amendment approval, the City will contribute to a 401(a) Plan for all members of the bargaining unit as follows:

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

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

A deferred compensation plan will be available to all members of the Professional Chief Officers' Association employee group. Participation in this deferred compensation plan is at the option of the individual employee.

A. B. 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 26 - SPECIAL MANAGEMENT COMPENSATION PAY

- A. Compensatory Time - All accrued compensatory time in excess of forty-eight (48) hours will be converted from accrued time and paid as cash as of December 1 of each year. The remaining balance will remain on the books until such time as the employee utilizes the compensatory time.

In lieu of receiving cash payment for hours worked in excess of regularly scheduled shifts, an employee may elect the option of accruing compensatory time off. Compensatory time shall be earned at straight time for each hour worked.

ARTICLE 27 - WRITTEN NOTICES TO RECOGNIZED EMPLOYEE ORGANIZATION

Reasonable written notice will be given to PCOA 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 PCOA, 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.

PCOA shall be deemed to have met and conferred and agreed to any matter within fifteen calendar days after hand delivery of the notice by the City to the on-duty Division Chief regarding said matter and the employee organization fails to deliver to the City Manager a written request for a meeting.

ARTICLE 28 - GENERAL PROVISIONS

- A. If any section, subsection, subdivision, sentence, clause or phrase of the MOU is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of this MOU.
- B. This MOU shall not in any way interfere with the obligation of the parties hereto to comply with 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.
- C. The parties acknowledge that during the meeting and conferring in good faith which resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of meeting and conferring, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity is set forth in the MOU. Therefore, the City and PCOA, for the term of this MOU, each voluntarily unqualifiedly waives the right and each agrees that the other party shall not be obligated to meet and confer with respect to any subject or matter referred to or covered in this MOU even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they met and conferred or signed this MOU, unless otherwise provided for herein or if the parties mutually agree to meet and confer on a matter subject to negotiations.
- D. It is agreed that neither PCOA nor the City shall discriminate against any employee because of race, religion, national origin, age, gender, disability, sexual orientation, marital status, or political/union membership or activity.

ARTICLE 29 - 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.

ARTICLE 30 - MODIFIED DUTY ELIGIBILITY

Subject to the one exception described below, modified duty shall be made available, on a temporary basis, only to those individuals suffering an industrial injury. The only exception to this rule shall be that non-industrial disabilities related to pregnancy, shall result in the subject employee being eligible for modified duty.

ARTICLE 31 - INDUSTRIAL DISABILITY RETIREMENT

The City may request a disability retirement on behalf of an employee as permitted under the law.

ARTICLE 32 - SICK LEAVE USE IN CONJUNCTION WITH IOD

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 service and 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 retirements and that any such retirement shall be made effective regardless of the employee having sick leave remaining in the employee's account. Additionally, it is acknowledged that with regards 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:

- A. 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 50 percent of the sick leave balance existing at the time of exhaustion of the Labor Code Section 4850 benefits, which 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.
- B. 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 equivalent to 50 percent of the employee's sick leave balance as it existed on the effective date of the industrial disability retirement. Further, said employee shall then be paid the cash value of accumulated vacation, holiday, and compensatory time.

ARTICLE 33 - FMLA/CFRA COMPLIANCE AND LEAVE POLICY

The City's Administrative Policies shall reflect FMLA and CFRA leave requirements.

ARTICLE 34 - 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 2nd day of October, 2019.

MONTEREY PARK PROFESSIONAL
CHIEF OFFICERS' ASSOCIATION

CITY OF MONTEREY PARK

By: _____
Matthew Hallock
Division Chief

By: _____
Ronald Bow
City Manager

By: _____
Mark Khail
Division Chief

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

By: _____
Ken Leasure
Division Chief

ADDENDUM A

Division Chief

<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>4</u>	<u>\$10,407</u>	<u>\$10,934</u>	<u>\$11,487</u>	<u>\$12,068</u>	<u>\$12,671</u>

Effective the first payroll cycle after January 1, 2021 the salary for Division Chief shall increase by 2.5%.

Division Chief

<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>4</u>	<u>\$10,667</u>	<u>\$11,207</u>	<u>\$11,774</u>	<u>\$12,370</u>	<u>\$12,988</u>

ADDENDUM B

Effective the first payroll cycle following the signing of this MOU, unit members shall receive a signing bonus of four-thousand two-hundred dollars (\$4,200).

Effective July 1, 2020, unit members shall receive an additional one-time bonus of two-thousand dollars (\$2,000).

Effective July 1, 2021, unit members shall receive an additional one-time bonus of two-thousand dollars (\$2,000).

ATTACHMENT 4
POA 2018-2022 4-Year MOU Costs

PCOA, POMMA, POA-Captains – 4-year Contracts 2018-2022

PCOA (3 Employees)	POMMA (15 Employees)	CAPTAINS (2 Employees)
COLA: 2.5% - Mid Year Yr-3 (1/21)	COLA: 1%, (3%), 2.5% Yr-2, 2.7% Yr-3, 3.5% Yr-4	COLA: 1%, (3%), 2.5% Yr-2, 2.7% Yr-3, 3.5% Yr-4
Employee PERS Pick-up 3%	Employee PERS Pick-up 3%	Employee PERS Pick-up 3%
Deferred Comp Classic 3% Contrib.	Available: Self-funded	Available: Self-funded
Retiree Health Savings Plan – 48 hrs sick leave accrual. Annual sick leave accrual reduced from 144 hrs to 96 hr.	Available: 7/1/20, Self- funded	Available: 7/1/20, Self- funded
FLSA OT Language Change: Non- PERS	N/A	N/A
Medical: \$150/mo; \$45/mo – mid year Yr. 4 – (1/22)	Medical: 1/1/21 - \$75/mo 1/1/22 - \$75/mo	Medical: 1/1/20 - \$75/mo; 1/1/21 - \$75/mo; 1/1/22 - \$25/mo
Exec Officer Stipend: \$200 Yr-2; \$250 Yr-3; \$350 Yr-4	N/A	N/A
Signing Bonus: \$4,200 x 3; \$2,000 Yr-3; \$2,000 Yr-4	Signing Bonus: \$1,775	Signing Bonus: \$4,200
Total: \$162,000	Total: \$592,000	Total: \$108,000



City Council Staff Report

DATE: October 2, 2019

AGENDA ITEM NO: New Business
Agenda Item 5-A

TO: The Honorable Mayor and City Council
FROM: Mark A. McAvoy, Director of Public Works / City Engineer
SUBJECT: Title VI – Anti-Discrimination Program Update

RECOMMENDATION:

It is recommended that the City Council:

1. Approve the Title VI of the Civil Rights Act of 1964 (Title VI) Program Update;
2. Authorize the City Manager to submit the Title VI Program Update to Federal Transit Administration (FTA); and
3. Take such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

The Title VI of the Civil Rights Act of 1964 (Title VI) prohibits discrimination on the basis of race, color, and national origin in programs that receive federal funding. The Federal Transportation Administration (FTA) requires agencies that receive their grant funds to demonstrate compliance with Title VI by submitting a Title VI Program Update every three years. The City Council had approved the Title VI Program in 2016. Failure to submit a Title VI Program Update or have a Title VI Program Update approved by the FTA could result in the loss of Federal funding.

BACKGROUND:

The City is a recipient of FTA grant funds and as such must comply with certain requirements such as Title VI.

Section 601 of Title VI of the Civil Rights Act of 1964 states the following:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

The Title VI Program Update consists of a report and supporting documentation that provides evidence of the equitable distribution of services; promotion of full and fair participation in public transportation decision-making without regard to race, color, or national origin, and meaningful access to transit-related programs and activities by

persons with limited English proficiency. FTA reviews and approves the Title VI Program Update or may request additional information. Failure to submit a Title VI Program Update or have a Title VI Program Update approved by the FTA could result in the loss of Federal funding. The Program Update must be submitted to FTA no later than October 25, 2019.

The Title VI Program Update report must incorporate all 12 requirements set forth in the FTA Circular 4702.1B:

1. The provision of notice to beneficiaries of their civil rights;
2. The existence of complaint procedures and a complaint form;
3. A list of all transit-related complaints, investigations, or lawsuits;
4. A Public Participation Plan;
5. A Language Assistance Plan;
6. Minority representation on planning and advisory committees;
7. The provision of assistance to and monitoring of sub-recipients;
8. Equity evaluations relating to the site and location of facilities;
9. Service standards and system-wide service policies;
10. The collection and reporting on demographic data;
11. The requirement to monitor transit service; and
12. The requirement to evaluate service and fare changes

Before submitting the complete Title VI Program Update report to the FTA, the City Council must review and approve the report. A copy of the meeting minutes will be submitted to the FTA as evidence of its approval.

FISCAL IMPACT:

The City has received FTA grant funds over the past three years for the replacement of transit buses, as well as bus stop improvements including the Phase I Construction of the Transit Center at East Los Angeles Community College. In order to comply with FTA funding requirements, the City must comply with Title VI and adopt and submit to FTA a Title VI Program Update every three years.

Respectfully submitted by:



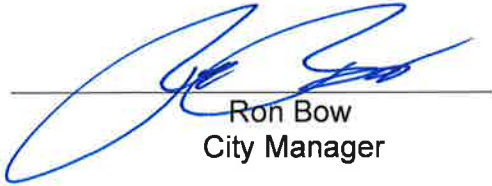
Mark A. McAvoy
Director of Public Works /
City Engineer

Prepared by:



Bonnie Tam
Principal Management Analyst

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. Title VI Program Update

ATTACHMENT 1

Title VI Program Update

CITY OF MONTEREY PARK

320 West Newmark Avenue • Monterey Park • California 91754-2896
www.ci.monterey-park.ca.us



City Council

Peter Chan
Mitchell Ing
Hans Liang
Teresa Real Sebastian
Stephen Lam

City Clerk

Vincent D. Chang

City Treasurer

Joseph Leon

CITY OF MONTEREY PARK



TITLE VI PROGRAM UPDATE
EFFECTIVE OCTOBER 2, 2019

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I. INTRODUCTION

1. Annual Title VI Certifications and Assurances In accordance with 49 CFR Section 21.7(a).

The City of Monterey Park (City) will submit an annual Title VI assurance and a triennial Title VI Program Update to the Los Angeles County Metropolitan Transportation Authority (MTA). MTA is the City's pass-through agent for Federal Transit Administration (FTA) grant funds that the City is awarded to replace transit vehicles and to make improvements at bus stops.

The City operates a fixed-route service - Spirit Bus - and a demand responsive service - Dial-A-Ride. Both services operate generally within City limits. The City contracts with a private company to operate the Spirit Bus; the service is available to the general public for a cash fare of 25 cents for Routes 1 to 4 and 50 cents for Route 5 and the Metrolink feeder service. Dial-A-Ride is operated in-house and is restricted to senior residents who are 55 years and older and individuals with disabilities. Dial-A-Ride is a free service.

2. Notification of Beneficiaries of Protection under Title VI

In compliance with 49 CFR Section 21.9 (d), the City provides information to the public regarding its Title VI obligations and appraises members of the public of the protection against discrimination afforded to them by Title VI. This statement of nondiscrimination on the basis of race, color, and national origin is available on the City's website and on notices posted in City-owned service vehicles and City Hall.

The notice also includes contact information for requesting details on the City's Title VI obligations and the complaint procedure. The notice is in English, Chinese and Spanish.

3. Title VI Complaint Procedure

In order to comply with 49 CFR Section 21.9 (b), the City will follow a complaint procedure in the event that any person believes that he or she, individually, or as a member of any specific class of persons, has been excluded from participation in, been denied the benefits of, or been subjected to discrimination on the basis of race, color, or national origin with regard to:

- the availability and equitable distribution of transit services and benefits;
- the level and quality of transit services that are sufficient to provide equal access and mobility for all persons;
- the opportunity to participate in the transit planning and decision making processes; and
- the right to fair decisions on the location of transit services and facilities.

Procedure

The complaint will be made in writing to the Director of Public Works and will include all information relevant to a determination of discrimination. A complaint must be filed within six (6) months after the alleged discrimination. In cases where the complainant is unable or incapable of providing a written statement, City staff will assist the person in converting verbal complaints to writing. The complainant or his/her representative must sign all complaints.

After reviewing the complaint, which may include interviewing all appropriate personnel and the complainant and review of City policies and service standards, the Director of Public Works will make a determination. If it is found that discrimination did not occur, the complainant will be notified in writing and the procedure will be terminated. Notification will occur within ten (10) days of the original submission of the complaint. At that time, the complainant will be advised of his or her right to challenge the decision of the Director of Public Works by submitting a written request for a hearing before the City Manager within five (5) days of the receipt of the determination.

If, after the Director of Public Works' review of the complaint, it is found that discrimination may have occurred, a formal hearing will be held before the City Manager. The claimant will be notified of this determination within ten (10) days of the submission of the complaint. The hearing will occur within five (5) days and will be attended by the Director of Public Works, the City Manager, the complainant and the appropriate personnel. Following the hearing, the City Manager will make a final determination. The complainant will be notified of this determination in writing within ten (10) days of the hearing. If justified, appropriate remedial action will be taken.

If the complainant is not satisfied with the City's decision, the Director of Public Works will advise him/her of their right to submit their complaint to the FTA for further investigation.

Complaint procedure and forms are available in English, Chinese and Spanish on the City's website at <http://www.montereypark.ca.gov/436/Public-Works>. Complaint information is also available at City Hall upon request.

4. Recording Title VI Investigations, Complaints, and Lawsuits

In order to comply with 49 CFR Section 21.9 (b) the City maintains a list of any active investigations, lawsuits, or complaints naming the City and/or its subcontractor(s) that allege discrimination on the basis of race, color, or national origin.

To date there has been no complaint.

Title VI Investigations, Complaints and Lawsuits Log						
Number	Date of Filing	Type of Complaint	Summary of Complaint	Status	Determination	Remedial Action

5. Membership of Non-Elected Committees and Councils

The City of Monterey Park was incorporated on May 29, 1916. It is a general law city as defined by the California Government Code. It operates under the Council-Manager form of government. The City Council is elected at large for four-year, overlapping terms.

Three commissions may make decisions that affect the City's transit service: Planning Commission, Traffic Commission, and Environmental Commission. The Planning Commission is a legislative body consisting of five members who advise the Council on policies and legislation relating to the regulation of growth, development, and environmental conditions affecting the City. The Commission investigates and makes recommendations on zone changes, specific plan revisions, subdivision maps, and decides on zone variances and conditional use permits, subject to appeal to the City Council.

The Traffic Commission reviews traffic issues and recommends any needed changes. Issues range from traffic safety matters to parking restrictions that may be the result of a citizen's request or a staff recommendation. The Commission also makes recommendations to the City Council for installation of stop signs and amendments to the Monterey Park Municipal Code (MPMC) for traffic related items that may ease traffic congestion and help facilitate transportation throughout the City.

The Environmental Commission promotes the preservation of natural resources and the sustainability of the community. The Commission's responsibilities are include serving in advisory capacity to the City Council on related issues, assisting in issues that are deemed

necessary for the environmental integrity of the city, and advocating and promoting programs to increase awareness of the environment.

While the City Council members are elected officials, Commissioners are appointed. Each of the five City Council members appoints a member to the Planning Commission, a member to the Traffic Commission and a member to the Environmental Commission. There are a total of five members at each commission. The make-up of the Commissions has historically been representative of the diverse community.

The City Council selects members to sit on the Planning Commission based on their knowledge of zone changes, specific plan revisions, subdivision maps, and zone variances and conditional use permits. The Traffic Commissioners should be familiar with issues that range from traffic safety matters to parking restrictions.

Criteria for the selection of members of the Environmental Commission include knowledge of environmental issues to include water and air quality, natural resources and sustainability.

Body	Caucasian	Latino	African American	Asian American	Native American
Planning Commission	1	2	1	1	
Traffic Commission	2	2		1	
Environmental Commission				5	

6. City Council Resolution Approving Updated Title VI Program

At the September 18, 2019 City Council meeting, the Monterey Park City Council approved this updated Title VI Program.

II. INCLUSIVE PUBLIC PARTICIPATION

The City of Monterey Park's public participation strategy includes a variety of communication mechanisms to ensure that *all constituents* have an opportunity to participate in service development and changes.

1. Public Outreach Efforts

Public participation will be engaged in all areas related to the Spirit Bus service including, but not limited to, service change, publicity and promotions, temporary changes (e.g., detours, special service), and fare media.

Depending on the type of service change that is contemplated, a variety of means are employed to encourage public participation. The measures taken are targeted to overcome linguistic, institutional, cultural, economic, historical, or other barriers that may prevent minority and low-income populations, persons with disabilities and persons with limited English proficiency from effectively participating in the decision making process.

Any proposal for service change is advertised in the City newsletter, *Cascades*, which is distributed to every household and business in the City. The *Cascades* is translated into both Spanish and Chinese languages. The *Cascades* is also available on the City's website. Further outreach is a press release that includes mainstream newspapers, Chinese newspapers, Spanish newspapers and all elected officials who represent constituents who live within the City of Monterey Park. The potential for a change/enhancement to service/fares is a result of carefully evaluated data by appropriate staff.

The proposal will be placed on the agenda for the Planning and Traffic Commissions for their review and action. Once public feedback has been collected, the proposal will proceed to the public hearing process. The City Council will make their decision based on public comments, Commission recommendations, and staff evaluation.

Public meetings will be held in facilities that are in compliance with American with Disabilities Act (ADA) standards. Most meetings will be scheduled at the City Hall. However, if funding allows for multiple meetings, geographically-diverse locations will be selected for venues. Meetings are scheduled in the early evenings or weekends to accommodate working schedules.

The outreach will target low income individuals who may have limited access to transportation and the news media. Flyers and notices will be posted at the Langley Senior Center and the Public Library where free or discounted services are made available. The City's monthly newsletter is mailed free of charge to every household.

Also, if financial condition permits, translators will be provided at the meetings. At a minimum, Chinese and Spanish translations will be provided. Efforts will be made to provide Vietnamese translators.

2. Incorporating Environmental Justice into Outreach and Planning

Environmental Justice Practices are incorporated into all City planning and outreach efforts. Specific steps will be followed when conducting a transit service change, planning study or construction project:

- Compilation of population characteristics and identification of locations with populations of concern for environmental justice;
- Conducting public outreach;
- Identifying adverse effects on populations of concern; and,
- Evaluating the project's overall effects.

3. Outreach Efforts

In the last three years, public outreach efforts related to the transit service included the introduction of the Metro's Transfer on 2nd Boarding Program and the advertisement of "Say goodbye to Metro tokens" on City transit buses. The City relied on Metro for the marketing campaign to promote the use of the fare media. Metro provided brochures and flyers on the TAP card program that were distributed at the City Hall. Metro's media was available in Spanish but not in Chinese.

Additionally, the City promoted the introduction of three (3) new buses at the annual Public Works Day event that was opened to the public by displaying one of the new buses at the event location's main entrance on May 22, 2019.

III. LANGUAGE ASSISTANCE PLAN

1. Improving Access for People with Limited English Proficiency (LEP)

Recognizing the remarkable diversity of its constituents, the City Council adopted the Multi-lingual City Services policy to better serve the community. The Administrative Policy was the product of a multi-lingual task force that was formed as a sub-committee of the Community Relations Committee. The policy is available in Appendix D.

The City's Language Assistance Plan incorporates all reasonable steps to ensure access to transportation services for LEP individuals.

The plan has the following key elements:

- Identification of LEP individuals who need language assistance in the City using the four factor analysis;
- Determination of the appropriate language assistance measures;
- Training employees on LEP policies and procedures;
- Notification to LEP persons of the language services offered by the City; and
- Procedures to monitor and update the Language Assistance Plan.

2. Four Factor Analysis

The *Four Factor Analysis* considers:

1. The number or proportion of LEP persons eligible to be served or likely to be served by the Spirit Bus System;
2. The frequency with which LEP persons come into contact with the Spirit Bus service;
3. The nature and importance of the Spirit Bus service in people's lives; and,
4. The resources available to the City for LEP outreach.

1) Number/Proportion of LEP Persons

CENSUS DATA - The determination of the number of LEP persons is based on the U.S. Census Bureau "American Fact Finder" 2011 data. The table below identifies "language spoken at home by ability to speak English for the population 5 years and over."

American Fact Finder 2011				
Speak only English	13,996	24.41%		
Other Language Spoken at Home	43,340	75.59%		
Speak English "very well"			19,017	43.88%
Speak English less than "very well"			24,323	56.12%
Total	57,336	100.00%	43,340	100.00%

A breakdown on the language spoken at home is provided in the following table:

Language Spoken		Speak English "very well"	Speak English less than "very well"	% of population	Margin of
Speak only English	13,996				+/-1,075
Spanish or Spanish Creole:	10,465				+/-993
		7,635			+/-891
			2,830	11.64%	+/-510
Chinese:	24,900				+/-1,368
		7,710			+/-788
			17,190	29.98%	+/-944
Japanese:	1,795				+/-376
		876			+/-256
			919	1.60%	+/-209
Vietnamese:	1,911				+/-564
		600			+/-259
			1,311	2.29%	+/-394
Other languages:	4,269				+/-153
		2,196			+/-95
			2,073	3.62%	+/-153
TOTAL	57,336	18,141	24,323		

Based on the data, LEP persons are identified as either Hispanics or Chinese. While the census data identifies 1,311 persons who speak Vietnamese at home and are not proficient in English, applying the margin of error would reduce that figure to fall beneath the 1,000 threshold. The City will monitor the number of constituents who require assistance with Vietnamese translation but at this time the City does not provide translation to Vietnamese due to budget constraints.

Currently, the reading level of LEP individuals is unknown. The City takes pride in its Literacy for All of Monterey Park (LAMP) that has been a leader in adult and family literacy programs since 1984. The learner-centered literacy services are provided at no cost. Trained volunteers in one-to-one, small group, and classroom settings provide tutoring and instruction. LAMP provides assistance through volunteer English-as-a-Second Language (ESL) instructors who have some teaching experience and conduct basic English instruction in all levels of ESL.

2) Frequency with which LEP persons come into contact with the Spirit Bus

The local bus service is contracted out to a private company that operates and maintains the City vehicles. The private firm is also responsible for setting up a customer information phone line for the public to call for information.

Contracts are 3-year terms with the option of a 2-year extension. The existing contract will terminate on June 30, 2020. The City works with the contractor to address issues regarding communication with LEP persons.

City staff currently does not track interaction with LEP persons either at the public counter or on the phone due to the rarity of these incidents (e.g., < 10 times per year).

3) The Nature and Importance of the Spirit Bus

The Spirit Bus is a critical public service to the community. Nearly a quarter of the City's population is 60-year-old and older, and 20 percent are over 65 years old. The seniors depend on the Spirit Bus for transportation for their basic needs: access to food, doctor's appointments and recreation. Through complaints that City receives on a regular basis, staff becomes aware of bus riders' concerns and needs.

Because of the essential nature of the services and the importance of these programs in the lives of the City's residents, there is a need to ensure that language is not a barrier to access. Using information that was gathered from the demographic analysis in August 2013, employee experiences, community partner observations and customer comments, the City will provide the outreach necessary to ensure access is not compromised as a result of a language barrier.

City staff's interaction with LEP individuals is currently not quantitatively tracked. Per the City's Administrative Policy, the City Manager meets with Department Directors on a regular basis to discuss the multi-lingual program and exchange solutions and share resources. City Manager and Director Meetings are held weekly on Tuesday mornings.

4) The Resources Available to LEP Outreach

The City's contract with a publisher to produce its monthly newsletter - *Cascades* - requires the publication to translate "*Featured Stories*" into both Spanish and Chinese. The publisher can also provide translation services for other material as needed.

In addition to the Title VI documentation such as the complaint form, procedures and Civil Rights notice, documents that are translated include public suggestion/complaint forms and Dial-A-Ride registration and policy/guidelines. The Spirit Bus schedule that is published in the *Cascades* is translated into Spanish and Chinese.

One of the criteria in the hiring of employees who are responsible for interacting directly with the public is proficient Spanish and Chinese language skills. A large segment of City staff speaks and understands Spanish or Chinese language, or both. Multi-lingual employees receive incentive pay to translate not only for their own department but also for other departments as necessary.

3. Language Assistance Measures

The Spirit Bus contractor will be required to submit their language assistance program that will be reviewed and approved by the Director of Public Works. The program will address how drivers and customer service representatives respond to passengers who are not proficient in

English. The contractor has been informed of the Title VI requirements and has posted the notice on all service vehicles.

4. Training Staff

The Spirit Bus contract will require that drivers and customer service representative receive ongoing training in language assistance. The contractor will be required to train all the new employees on the language assistance program.

City staff will receive update training on the multi-lingual policy that includes providing language identification cards at public counters. New employees will be briefed on the language assistance program as part of their new hire orientation. Staff members who routinely interacts with the public will be provided with updated lists of multi-lingual City employees, volunteer translators and interpreters.

5. Providing Notice to LEP Persons

LEP persons are notified of the language services available by notices posted on-board transit vehicles, City Hall and the City website. A notice will also be posted at the information kiosk at the Transit Center at East Los Angeles College once it is completed (estimated in Winter 2016). Notices will be available in both Spanish and Chinese.

Vital documents are translated into LEP identified languages. The City's Multilingual Service Plan is attached in Appendix D.

6. Monitoring and Updating the LEP Plan

The City's multi-lingual policy was adopted on December 18, 2003 and requires annual review and updates to ensure that measures are relevant and effective.

Every three years, the City will review census updates and other data to determine any changes in the proportion of LEP groups. Special attention will be paid to the Vietnamese community.

The City will review the contractor's monthly complaint logs and identify any trends in language assistance needs. The City will also review the contractor's driver logs of the frequency of encounters with LEP individuals.

Assessment of these reviews will be used to update the LEP Plan.

IV. SERVICE POLICIES AND STANDARDS

The City has the following policies and standards as guidelines to assure the equitable distribution of services and the accessibility of the fixed-route services:

1. Vehicle Assignments/Age of Vehicles

The Spirit Bus fleet includes 10 vehicles: (3) 2018 Arboc Spirit of Mobility, (1) 2015 Arboc low floor cutaway, (3) 2013 El Dorado BRT mid-sized buses, (1) 2012 El Dorado National cutaway, (1) 2011 El Dorado AeroElite cutaway, and (1) contractor-owned cutaway spare. The City-owned cutaway vehicles are typically assigned to lower ridership routes and the mid-size buses are rotated to the four community routes. No preference is given to any particular route for the assignment of a newer bus.

The City maintains a transit replacement schedule for the Spirit fleet. Three new buses were purchased in FY 2017 and were delivered in FY 2019 to replace three 2004 Blue Bird buses that were retired earlier in FY 2016 and soon to replace three oldest models of the bus fleet this year.

2. Vehicle Load

Vehicle load is expressed as the ratio of passengers to the total number of seats on a vehicle. The average daily ridership of the Spirit Bus has dropped from 15.82 passengers per revenue vehicle hour in FY 2017 to 12.36 in FY 2019. Larger mid-sized buses are operated on these routes and can seat 23 passengers. When school lets out, the load on the buses can exceed 1.0 but at all other times there are no standees on the buses. The buses seat 23 passengers with standing room for up to 40 adults. Vehicle load is 1.5.

Vehicle load data are currently not tracked on the Spirit Bus. The contractor is instructed to alert the City of any problems experienced.

3. Vehicle Headways (Frequencies)

Vehicle headway is the amount of time between two buses traveling in the same direction on a given route. Each of the four community routes - Routes 1, 2, 3 and 4 - operates every 40 minutes. The business/employee route - Route 5 - and the Metrolink shuttle operate every 30 minutes.

4. On-Time Performance

On-time performance is a measure of runs completed as scheduled. The Spirit Bus contract holds the contractor accountable to operating 95% of all trips on-time on any monthly reporting period. On-time is defined as service trip departing less than 10 minutes in advance of scheduled time point and 15 minutes following the scheduled time point.

The contractor is liable for liquated damages for not meeting the standard. All routes must abide by the same performance standards.

5. Transit Access

The Spirit Bus system was designed to provide access to all public facilities including schools, parks and the Civic Center as well as the major commercial corridors. Bus stops locations are at attraction centers such as schools, shopping and business centers, and parks.

Generally, Spirit bus service is accessible within half mile of any location within the City boundary. However, the steep terrain at certain locations can make access a challenge especially for the elderly.

Minority groups are well distributed within the City.

6. Distribution of Transit Amenities

Transit amenities include shelters, benches and trash containers. The site selection for bus shelters and seating are based on ridership and physical limitations of the bus stop. Nearly all shelters are located along commercial corridors. The maintenance of all shelters and bus stop signs is maintained by City staff. Inspections of these amenities are done on a periodic basis.

7. Monitoring Service Standards

Monitoring of the service standards is integral to operational planning. Vehicle replacement is included in capital planning that is reviewed annually when preparing and adopting the fiscal budget. The vehicle load is reviewed when evaluating monthly ridership. Headways relate to the ability to maintain the schedule while on-time performance is monitored daily. Service accessibility and transit amenities are part of the on-going annual planning activities.

V. OTHER PROGRAM SPECIFIC REQUIREMENTS

Equity Analysis for Facility

The City has completed the construction of a Transit Center at East Los Angeles College (ELAC). The facility was previously an ELAC property that was exchanged with the City for 8-feet of right-of-way on Collegian Avenue where the Transit Center is located. The removal of the right-of-way lane eliminated on-street parking on the west side of Collegian Avenue. The college utilized the 8 feet right of way to expand their Performing and Fine Arts Complex.

The college property that was exchanged to the City for the Transit Center was previously an open parking lot for college instructors and staff. A 5-story parking structure has since been constructed adjacent to the Transit Center to provide additional parking that was needed for the college's expansion.

The construction of the transit center did not require acquisition of land and did not displace people from homes or places of business and therefore an equity analysis was not conduct

Demographic Service Profile

The City operates six vehicles in peak fixed-route service; therefore, a demographic profile was not prepared for this plan.

Title VI of the Civil Rights Act of 1964

The City of Monterey Park is the recipient of federal transportation funding and operates its programs without regard to race, color and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes that he or she has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Monterey Park. Complainant may file a complaint pertaining to race, color or national origin with the Federal Transit Administration (FTA), Office of Civil Rights, Attention: Complaint Team, East Building, 5th Fl – TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

For more information on the City of Monterey Park's civil rights program, and the obligations and procedures to file a complaint, contact (626) 307-1320, email PublicWorks@montereypark.ca.gov or visit the Public Works Department at 320 W. Newmark Ave., Monterey Park, CA 91754.

If information is needed in another language, contact (626) 307-1320.

1964 公民權利法第 6 項

蒙特利公園市是聯邦運輸資金的接收者，也是負責該項目運作的操作者。根據公民權利法第 6 項，聯邦運輸資金的接收及操作者 (蒙特利公園市) 不會對任何種族，膚色及民族血統存在任何歧視因素。若任何人士認為他/她在此法規下受到任何不平等歧視時，可向蒙特利公園市政府提出訴訟申請。投訴人亦可以到聯邦運輸管理局提出訴訟，地址: Federal Transit Administration (FTA), Office of Civil Rights, Attention: Complaint Team, East Building, 5th Fl – TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

若需更多有關蒙特利公園市公民權利法資訊內容，義務和程序來提出訴訟申請，請聯繫(626)307-1320，或電郵 PublicWorks@montereypark.ca.gov，或親臨公共工程部門查詢詳情，地址：320 W. Newmark Ave., Monterey Park, CA 91754。

若需其他語言資料協助，請電(626)307-1320。

Título VI de la Ley de Derechos Civiles de 1964

La Ciudad de Monterey Park recibe fondos federales para el transporte urbano y opera sus programas sin distinción de raza, color y origen nacional en conformidad con las disposiciones del Título VI de la ley de derechos civiles. Cualquier persona que cree que él o ella han sido víctima de la práctica discriminatoria ilegal bajo el Título VI puede presentar su queja con la Ciudad de Monterey Park. Demandante puede presentar una denuncia relacionada a la discriminación por raza, color u origen nacional con la Federal Transit Administration (FTA), Office of Civil Rights, Attention: Complaint Team, East Building, 5th Fl – TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

Para obtener más información sobre los derechos civiles del programa de la Ciudad de Monterey Park y las obligaciones y procedimientos para presentar una queja, llame al (626) 307-1320, correo electrónico PublicWorks@montereypark.ca.gov o visiten el Departamento de Obras Públicas en 320 W. Newmark Ave., Monterey Park, CA 91754.

Si necesita esta información en otro idioma, llame al (626) 307-1320.

Appendix B

Title VI Discrimination Complaint Procedure

The complaint will be made in writing to the Director of Public Works and will include all information relevant to a determination of discrimination. A complaint must be filed within six (6) months after the alleged discrimination. In cases where the complainant is unable or incapable of providing a written statement, City staff will assist the person in converting verbal complaints to writing. The complainant or his/her representative must sign all complaints.

After reviewing the complaint, which may include interviewing all appropriate personnel and the complainant and review of City policies and service standards, the Director of Public Works will make a determination. If it is found that discrimination did not occur, the complainant will be notified in writing and the procedure will be terminated. Notification will occur within ten (10) days of the original submission of the complaint. At that time, the complainant will be advised of his or her right to challenge the decision of the Director of Public Works by submitting a written request for a hearing before the City Manager within five (5) days of the receipt of the determination.

If, after the Director of Public Works' review of the complaint, it is found that discrimination may have occurred, a formal hearing will be held before the City Manager. The claimant will be notified of this determination within ten (10) days of the submission of the complaint. The hearing will occur within five (5) days and will be attended by the Director of Public Works, the City Manager, the complainant and the appropriate personnel. Following the hearing, the City Manager will make a final determination. The complainant will be notified of this determination in writing within ten (10) days of the hearing. If justified, appropriate remedial action will be taken.

If the complainant is not satisfied with the City's decision, the Director of Public Works will advise him/her of their right to submit their complaint to the Federal Transit Administration (FTA) for further investigation.

If the information is needed in another language, please call (626) 307-1320.

Appendix C

Title VI Discrimination Complaint Form

Please complete and mail to:

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

Name: _____

Street Address and Apt./Unit #: _____

City or Town, State and ZIP Code: _____

Telephone: _____

Email: _____

Discrimination due to: ☐ Race ☐ Color ☐ National Origin ☐ Sex ☐ Age ☐ Disability

Please provide date(s) and location of the alleged discrimination, the name(s) of the individual(s) who allegedly discriminated against you including their titles (if known). _____

Please provide the names, addresses and telephone numbers of any witnesses. _____

Explain as briefly and as clearly as possible what happened, how you feel that you were discriminated against and who was involved. Please include how other persons were treated differently from you. _____

Signature

Date

Include additional sheets of paper and other supporting document as necessary.

標題VI歧視投訴程序

投訴需要以書面方式遞交予市政府公共工程總監，必須包括相關的所有資料及文件以便測定歧視問題。涉嫌歧視的投訴必須於事件發生後六個月內提交。如投訴人無法提供一份書面聲明，市政府工作人員將協助該投訴人作出口頭陳述的書面投訴。投訴人或他/她的代表將簽署所有投訴書。

市政府審查過程將包括與所有相關的市政府人員面談以及審查市政府的政策和服務標準，市政府公共工程總監將於投訴和審查面談後確定歧視投訴是否成立。倘若發現歧視行為並不存在，投訴人將於提交申訴後十天內收到書面通知，審查程序亦將被終止。投訴人在收到書面通知後亦有權利於五天內提交書面請求提出異議並要求於聽證會上向城市管理處處長提出申訴。

倘若市政府公共工程總監審查投訴後，發現歧視可能發生，市政府公共工程總監將會召開正式聽證會並由城市管理員主持。申請人會於提交申訴後十天收到舉行聽證會決定通知。聽證會將於五日內舉行，出席人士包括市政府公共工程總監、城市管理處處長、投訴人及相關的市政府人員。在聽證會上，城市管理處處長將做出最終決定。投訴人將於聽證會後十天內收到書面形式的決定通知。倘若發現歧視確實存在，市政府將採取合理適當的補救行動。

如果投訴人不滿意城市的決定，市政府會建議他/她的行駛權利並向聯邦運輸管理局提交投訴作進一步調查。

如果需要另一種語言的歧視投訴程序信息，請致電（626）307-1320。

標題VI歧視投訴程序表格

請填寫並郵寄至：

Director of Public Works

City of Monterey Park

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

姓名: _____

街道地址和公寓/單位#: _____

市或鎮，州和郵政編碼: _____

電話: _____

電子郵件: _____

歧視原因: ☐ 種族 ☐ 膚色 ☐ 國家原生地 ☐ 性別 ☐ 年齡 ☐ 殘疾

請提供發生歧視的日期和地點，涉嫌歧視的市政府工作人員名字以及他們的市政府職位：

請提供任何證人的姓名，地址和電話號碼: _____

請簡要解釋並盡可能清楚說明發生了什麼事，為什麼你覺得自己受到了歧視及誰參與此歧視行為？請解釋涉嫌歧視你的工作人員對待你和其他人有什麼分別？ _____

簽名

日期

請包括其他必要的證明文件。

Título VI – Procedimiento para Quejas de Discriminación

La queja se hará por escrito al Director de Obras Públicas y deberá incluir toda la información pertinente a una determinación de discriminación. La queja debe de ser presentada dentro de un término de seis (6) meses de la presunta discriminación. En casos en que el demandante no pueda o sea incapaz de proporcionar una declaración escrita, empleados de la ciudad le ayudarán a convertir la queja verbal a queja escrita. El demandante o su representante firmarán todas las quejas.

Después de revisar la queja, que incluirá entrevistar a todo el personal apropiado y al demandante, y de revisar las pólizas de la ciudad y los servicios habituales, el Director hará la determinación de la discriminación. Si se encuentra que la discriminación no ocurrió, el demandante será notificado por escrito y el procedimiento será terminado. La notificación será hecha dentro de un término de diez (10) días de la presentación de la queja. Al mismo tiempo, el demandante será aconsejado sobre su derecho de disputar la decisión del Director enviando una petición escrita solicitando una audiencia ante el Administrador de la Ciudad, dentro de un término de cinco (5) días después de recibir la determinación.

Si después que el Director ha revisado la queja, y encuentra que la discriminación puede haber ocurrido, se llevará a cabo una audiencia formal en la presencia del Administrador de la Ciudad. El demandante será notificado de ésta determinación dentro de un término de diez (10) días después de la presentación de la queja. La audiencia se llevará a cabo dentro de un término de cinco (5) días y estarán presentes el Director, el Administrador de la Ciudad, el demandante y el personal apropiado. Después de la audiencia, el Administrador de la Ciudad hará la determinación definitiva. El demandante será notificado por escrito sobre ésta determinación dentro de un término de diez (10) días después de la audiencia. Se tomará acción correctiva, si es justificada.

Si el demandante no está satisfecho con la decisión de la ciudad, el Director le aconsejará sobre su derecho de enviar su queja a la oficina de la Administración Federal de Transporte (FTA) para más investigación.

Si necesita la información en otro idioma, por favor llame al (626) 307-1320.

Title VI – Forma para Queja de Discriminación

Por favor completar y enviar al:

Director of Public Works

City of Monterey Park

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

Nombre: _____

Dirección y # de Apt./Unidad: _____

Ciudad, Estado y Código Postal: _____

Teléfono: _____

Email: _____

Discriminación de: ☐ Raza ☐ Color ☐ Origen Nacional ☐ Sexo ☐ Edad ☐ Discapacidad

Proporcione fecha(s) y lugar de la supuesta discriminación, el nombre(s) de la persona(s) que supuestamente discriminó contra usted incluyendo sus títulos (si los sabe). _____

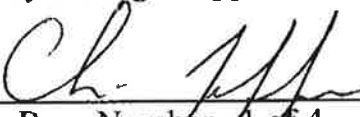
Proporcione nombres, direcciones y números de teléfonos de testigos.

Explique breve y claramente qué pasó, cómo se sintió al ser discriminado y quién estuvo involucrado. Explique como otras personas fueron tratadas de distinta manera que usted.

Firma

Fecha

Incluya páginas adicionales y otros documentos de respaldo como sean necesarios.

City of Monterey Park Administrative Policy	Policy Number: 10-35
	Issue Date: Dec. 18, 2003
	Revised Date:
Subject: Multilingual City Services	City Manager Approval 
	Page Number 1 of 4

Purpose:

The Purpose of this Administrative Policy is to set forth guidelines for providing multilingual assistance to individuals accessing City programs and services.

Authority:

This Administrative Policy was adopted by action of the City Council on December 17, 2003 and originates from a report on the City's outreach to non-English speaking residents, submitted to the Monterey Park City Council August 20, 2003 as prepared by the multi-lingual task force, a sub-committee of the Monterey Park Community Relations Commission.

Provisions:

The City of Monterey Park is remarkably diverse, and the recently released Census 2000 figures illustrate the degree to which multiple languages play a role in the day-to-day life of the city. Not only does the city possess one of the few Asian majorities in the United States, but also that Asian majority itself reflects incredible diversity. And even though there are many opportunities available for both young and old residents to learn English, information obtained from the Census 2000 indicates that nearly a third of our homes speak English as a second language and not as the primary language of communication.

The City of Monterey Park is committed to ensuring that residents and others who work in the City and access City services are able to better participate in the governance of the community and have access to City programs and services, regardless of their proficiency in English.

The following sets forth the City's guidelines for providing multilingual access to services to City customers with limited English speaking ability.

Translation of Documents and Correspondence

- A Volunteer Translators and Interpreters Program will be maintained to assist with the translation of various city brochures, applications, and press releases into appropriate languages. This program will consist of residents, business operators and other interested individuals who are certified as bilingual to ensure their competency in translating complex documents.

- Depending on the timing, complexity and availability of the Volunteer Translator and Interpreters Program volunteers, the City shall contract for services of local businesses that provide translation and typesetting services in languages other than English for use in translating and printing City materials, press releases and brochures that will supplement the effort to communicate governmental services and programs.
- Agencies that partner with the City, or which are under contract with the City (e.g. Housing Rights Center, YWCA WINGS, Asian Youth Center) will be actively encouraged by City staff to publish and provide materials in more than one language and City staff will ensure that these materials are available to the public.
- The City Departments shall make every reasonable effort when working with other governmental entities, semi quasi-governmental entities or private entities providing services to obtain material on services, programs, or events in multilanguages for distribution and display.
- Promotional flyers and other written materials for Recreation & Parks programs will clearly indicate what languages the offered classes are taught in. Classes that are available only in English will be clearly identified to avoid any confusion.

Press Releases

- All press releases will be transmitted to non-English media outlets, including newspapers and broadcast entities specializing in Spanish, Chinese and Japanese, and confirmation of receipt will be verified.
- Wherever possible and whenever time allows, press releases related to public safety issues shall be issued in Chinese and Spanish, in addition to English. Non-public safety press releases will be translated based on determination of staff.

Web Site

- The City's Web Site will contain bilingual information to assist the user in navigating the site and accessing assistance.

Cable Access "Channel 55"

- Channel 55 public announcements of City programs and services shall, when practical, be provided in Mandarin, Cantonese and Spanish.

Language Identification Cards

- A Language Identification Card that allows individuals to rapidly identify their native tongue as depicted in Exhibit A of this Policy will be available at all Public Counters and issued to all Field personnel.
- The Language Identification Cards are to be distributed to each City household as an insert in the water bill on a biennial basis, included in the new resident packages and available for the public at all customer service counters.

Public Building Signage

- International symbols will be placed on all restrooms at City Hall, parks, community centers, and other municipal buildings to equalize access opportunities.
- Signs in City Hall (e.g. those labeling City departments over counters, such as Building, Human Resources, etc.) will be in Chinese and Spanish in addition to English.

Bilingual Directory:

- A directory of bilingual employees—covering Mandarin, Cantonese, Japanese, Spanish, Korean, Vietnamese, Armenian and Thai, will be maintained and distributed to every employee (through their department directors) and to the information desk, so that prompt assistance can be provided to non-English speaking visitors to City Hall.
- Certified bilingual employees will wear badges indicating which additional languages they speak so visitors can easily identify them and seek them out.

Human Resources

- The City will continue to aggressively recruit potential employees, especially Firefighters and Police Officers, who are bilingual, particularly in Asian languages. To accomplish this goal, the City will:
 - Advertise vacant positions in publication such as Asian Pacific Careers and Hispanic Careers to attract applicants with multilingual skills.
 - Maintain an Employee Recruitment Incentive Program to provides a signing bonus, in addition to regular recruitment incentives, to new employees if they are bilingual. These bilingual signing bonuses range from \$500 to \$1,000 (or as may be amended from time to time by the City Council), depending on job classification.
 - Maintain a “reward program” that provides current employees, who refer a successful candidate for identified vacant positions, a monetary bonus of up to \$1,500 and a paid shift off if the referred candidate is bilingual (or as may be amended from time to time by the City Council).

- Maintain bilingual incentive pay for employees who are certified as bilingual speaking. Also maintain bilingual incentive pay for those employees who are certified as able to transcribe routine City documents.
- Provide tuition reimbursement for City employees who participate in classes that teach them basic phrases in Mandarin, Cantonese and Spanish and identify community resources to provide basic classes in conversational Spanish, Mandarin and Cantonese.
- In conjunction with the City's Volunteer Translators and Interpreters, Customer Service classes will be conducted to provide City employees training on basic greetings and other phrases in the various languages utilized by individuals accessing City services.
- Employees with bilingual skills will be solicited to volunteer at public events such as the annual open house festivities, Harmony Month activities and during City elections to staff voting places. Any such volunteer activity shall not create a liability under the Fair Labor Standards Act (F.L.S.A.).

Library Services

- In recognition that in today's environment the need for basic English skills is very critical, the Library will continue to provide for English as a Second Language classes conducted by the Library's LAMP Literacy Program or other entities that currently provide this service. For example, the ability to understand prescriptions, directions, simple contracts such as for phone service, cable TV, etc. is critical. This literacy effort, along with improved multilingual communication, will only serve to make the overall community more healthy and prosperous.
- Bruggemeyer Memorial Library will maintain an aggressive multi-lingual outreach program that provides written and other material in Chinese, Spanish and Vietnamese as well as English.

Internal Program Review and Communication

- The City Manager will meet with all Department Directors on a regular basis to discuss the City's Multilingual Outreach Program and exchange solutions and share resources. This is the forum for additional discussion of innovations related to multi-lingual outreach.
- The Community Relations Commission shall annually review the City efforts in the multilingual communication outreach program and make a report to the City Council on those efforts and recommendations on changes, as appropriate.



City Council Staff Report

DATE: October 2, 2019

AGENDA ITEM NO: New Business
Agenda Item 5-B

TO: The Honorable Mayor and City Council
FROM: Mark A. McAvoy, Director of Public Works/City Engineer
SUBJECT: Preferential Parking District: S. Nicholson Avenue

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt Resolution No. ____ amending Resolution Nos. 10931, 11634 and 11744 to include S. Nicholson Ave among the preferential parking districts; and
2. Take such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

The proposed action is exempt from the requirements of the California Environmental Quality Act (Pub. Res. Code §§ 21000, *et seq.*; "CEQA") and CEQA Guidelines (Cal. Code Regs. Title 14, §§ 15000, *et seq.*) in accordance with CEQA Guidelines § 15305 (Class 5 – Minor Alterations in Land Use Limitations). The project involves a negligible expansion of use; there is only a minor change in the operation of an existing use. The project would not result in significant effects related to traffic, noise, air quality, or water quality and it can be adequately served by all required utilities and public services.

EXECUTIVE SUMMARY:

The City's Traffic Commission recommended that the City Council add a new preferential parking district located at South Nicholson Avenue, Newmark Avenue to the Alley South of East Garvey Avenue to the City's existing permit parking areas.

BACKGROUND:

In November of 2004 the City adopted a policy which provides a process for residents to petition the City to establish a permit parking area, and the criteria for considering residential parking districts. At the time, several parking districts were established and ratified by Resolution No. 10931. Over the last several years, at the request of the residents of those streets, the City established permit parking areas on several neighborhood streets. Resolution No. 10931 establishes such parking districts and Resolution Nos. 11634 and 11744 amends it.

The residents of South Nicholson Avenue petitioned the City for the establishment of a preferential parking area due to excessive number of vehicles from outside of the

neighborhood taking up limited street parking. The signatures collected on the petition represent 69% of the residents in the affected area. The residents requested restricting parking 24 hours a day, seven days a week along South Nicholson Avenue. After reviewing the petition, the Public Works Department prepared a report for the Traffic Commission (attached) pursuant to Resolution No. 10931 (Section 2(c)(1)). That report was then forwarded to the Traffic Commission for review at its regular meeting of August 2018. Following a public hearing on August 16, 2018 the Commission voted to recommend that the additional preferential parking area be formed.

To ensure implementation of this preferential parking district, it is recommended that the City Council add a new preferential parking area. If adopted, the draft resolution would add the following district pursuant to Vehicle Code § 22507:

24-hours per day 7 days a week

bb) S. Nicholson Avenue, Newmark Avenue to the Alley South of East Garvey Avenue;

No other changes are recommended.

FISCAL IMPACT:

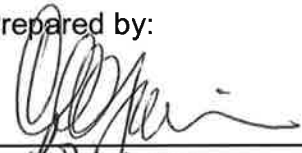
Residents living in the parking districts receive up to four (4) free parking permits per property. While there is an initial fiscal impact due to costs incurred by the permit issuance, this will be offset by the potential revenue from violations.

Respectfully submitted by:



Mark A. McAvoy
Director of Public Works/
City Engineer

Prepared by:



Cesar Vega
Civil Engineering Associate

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENT:

1. August 18, 2018 Traffic Commission Report per Resolution No. 10931
2. Draft Resolution

ATTACHMENT 1
August 18, 2018 Traffic Commission
Report per Resolution No. 10931



Traffic Commission Staff Report

DATE: August 16, 2018

AGENDA ITEM NO: 3-B

TO: Traffic Commission
FROM: Cesar Vega, Civil Engineering Associate
SUBJECT: **REQUEST FOR PERMIT PARKING ON SOUTH NICHOLSON AVENUE
(100 – 200 BLOCK), FROM ALLEY SOUTH OF GARVEY AVENUE TO
NEWMARK AVENUE**

PROPOSAL

The Commission is asked to consider a request for residential permit parking on South Nicholson Avenue, from the alley south of E. Garvey Avenue to Newmark Avenue.

FACTS

1. The Engineering Department received a petition from the residents on S. Nicholson Avenue requesting the creation of residential permit parking and restricting parking along the street, 24 hours a day, seven days a week.
2. The residents state that vehicles from outside of the neighborhood and apartment residents from N. Nicholson will park on the street for the entire day, taking up limited street parking and occasionally leaving trash upon the street.
3. The signatures collected on the petition represent 20 out of a total of 29 residences in the affected area, or 69% of the residences in the described limits.

FINDINGS

Staff investigated the proposed permit limits and the surrounding street parking conditions. Vehicles from the adjacent N. Nicholson apartment complexes and the E. Garvey Business District have been observed parking in the adjacent residential streets due to limited onsite parking. These vehicles along with the existing residences compete for limited available street parking.

ANALYSIS

The portion of S. Nicholson Avenue where the permit parking is being sought is zoned as a low density residential area (R-1) and is a residential neighborhood by nature. Many of the homes have driveways and off street parking available to the residents for their own vehicles. Reasonably available parking spaces are accessible to the residents within the proposed district area. Designation as a permit parking area may provide practical and convenient parking benefits to the residents and add to their quality of life.

A preferential parking district was established on the adjacent street of S. Everett Ave, this permit parking district is for exclusive use of the residents and was established in 2014.

AGENDA ITEM 3-B

Similar issues with parking within the residential district were noted in the approval of this district.

If approved by the Commission, the proposed parking district on S. Nicholson Ave. would restrict parking 24 hours a day, seven days a week adjacent to the residential area. If approved, the item will then be forwarded to the City Council for final approval and amendment of Resolution No 10931 to include the proposed district.

PERMIT ISSUANCE

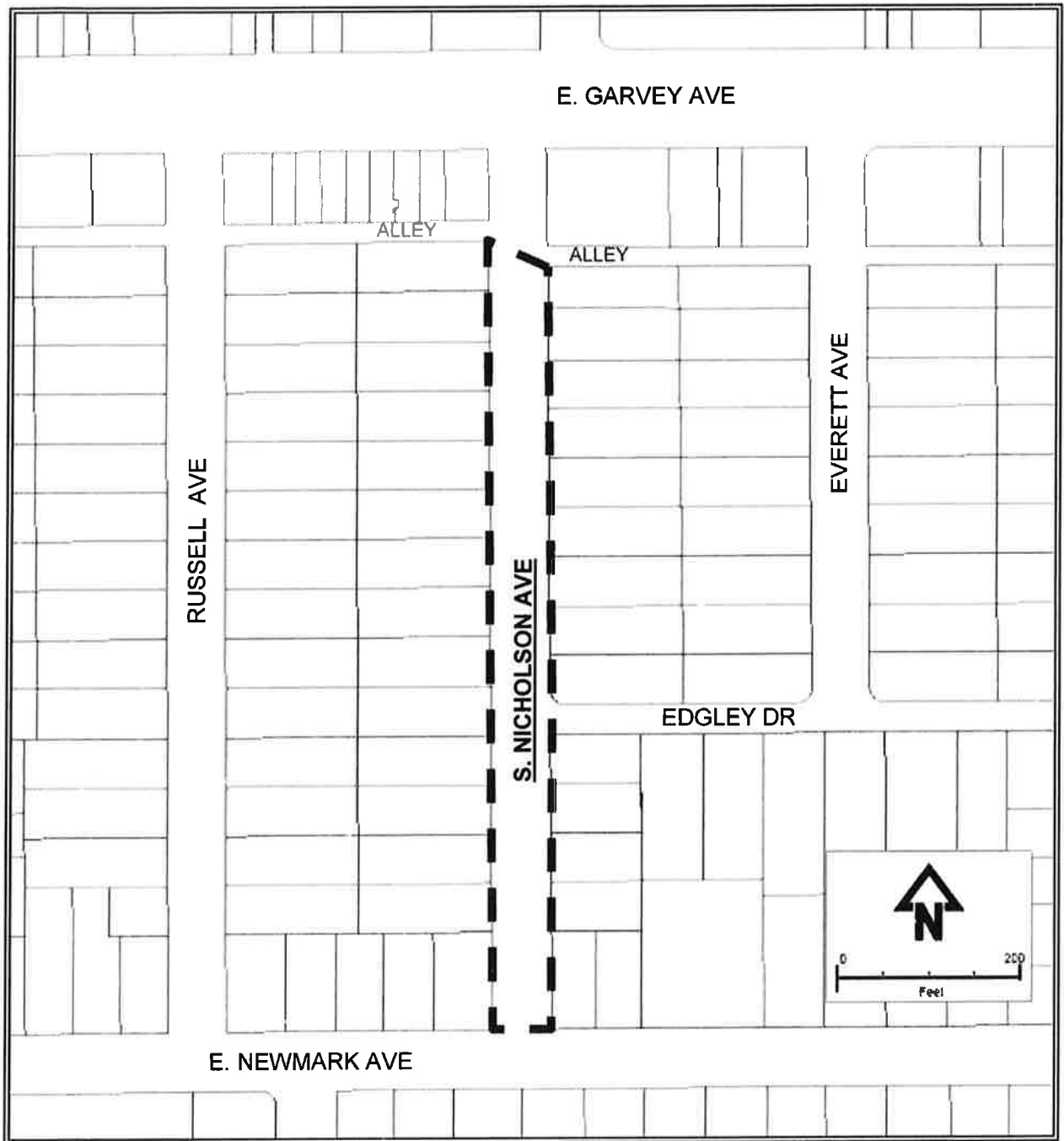
If established, the Police Department shall issue parking permits to eligible applicants who present proof of residency within the designated permit parking area. Only two permits shall be issued for each residence, in addition, two guest parking permits shall be issued for each residence. A total of four (4) permits are issued to each residence at no cost. Additional temporary guest parking permits may also be obtained on an as needed basis by the residents and issued by the Police Department.

RECOMMENDATION

It is recommended the Commission move to approve the proposed residential permit parking on S. Nicholson Avenue from the alley south of E. Garvey Avenue to Newmark Avenue, restricting parking 24 hours a day, seven days a week.

PARKING DISTRICT ADDRESSES

PROPOSED S. NICHOLSON AVE PERMIT PARKING			
ADD#	STREET	ADD#	STREET
112	S NICHOLSON AVE	111	S NICHOLSON AVE
116	S NICHOLSON AVE	115	S NICHOLSON AVE
122	S NICHOLSON AVE	117	S NICHOLSON AVE
126	S NICHOLSON AVE	123	S NICHOLSON AVE
130	S NICHOLSON AVE	127	S NICHOLSON AVE
202	S NICHOLSON AVE	131	S NICHOLSON AVE
206	S NICHOLSON AVE	203	S NICHOLSON AVE
210	S NICHOLSON AVE	205	S NICHOLSON AVE
216	S NICHOLSON AVE	211	S NICHOLSON AVE
222	S NICHOLSON AVE	215	S NICHOLSON AVE
224	S NICHOLSON AVE	219	S NICHOLSON AVE
230	S NICHOLSON AVE	221	S NICHOLSON AVE
234	S NICHOLSON AVE	227	S NICHOLSON AVE
		229	S NICHOLSON AVE
303	E NEWMARK AVE		
241	E NEWMARK AVE		



S. NICHOLSON AVENUE
Proposed Permit Parking District
24 Hr, 7-Days a Week


AGENDA ITEM 3-B

ATTACHMENT 2

Draft Resolution

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NOS. 10931, 11634 AND 11744 REGARDING PREFERENTIAL PARKING AREAS WITHIN THE CITY WHERE PARKING PERMITS MAY BE USED IN ACCORDANCE WITH VEHICLE CODE § 22507.

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

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

- A. This Resolution is adopted in accordance with Vehicle Code § 22507 and Resolution No. 10931 which establishes the means for creating certain “preferential parking” areas;
- B. This Resolution was reviewed by the Public Works Department for consistency with the circulation element of the General Plan and conformity with the Monterey Park Municipal Code (“MPMC”);
- C. The City reviewed this Resolution’s environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, “CEQA”), the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq.*, the “CEQA Guidelines”), and the City’s Environmental Guidelines;
- D. On August 16, 2018 the City’s Traffic Commission considered a report prepared by the Public Works Department regarding a petition submitted by 69% of neighbors proximately located to South Nicholson Avenue, Newmark Avenue to the Alley South of East Garvey Avenue. Following a public hearing regarding that petition, the Traffic Commission recommended that the City Council approve the proposed preferential parking area;
- E. On October 2, 2019 the City Council conducted a public meeting to receive public testimony and other evidence regarding, in part, this Resolution including, without limitation, information provided to the Council by the Police Department; and
- F. This Resolution, and its findings, are made based upon the evidence presented to the City Council at its October 2, 2019 meeting.

SECTION 2: *Findings.* Pursuant to Resolution No. 10931, the City Council makes the following findings:

- A. *Regular Interference.* That nonresident vehicles substantially and regularly interfere with the use of the majority of parking spaces within the preferential parking areas defined below. This is primarily attributable to the use of parking spaces by employees of neighboring businesses;
- B. *Regular Intervals.* Such interference occurs on a daily basis, particularly during work days;
- C. *Noise.* These nonresident vehicles significantly contribute to unreasonable noise; traffic hazards; and environmental pollution; and
- D. *Shortage Of Parking Spaces.* Residents within these parking areas are unable to reasonably and conveniently utilize parking spaces that are adjacent to their dwelling units.

SECTION 3: *Creation of Zone 1 Preferential Parking Area.* The City Council establishes the Preferential Parking Areas and amends Section 3 of Resolution Nos. 11634 and 11744, to include, as follows:

24-hours per day 7 days a week

bb) S. Nicholson Avenue, Newmark Avenue to the Alley South of East Garvey Avenue;

SECTION 4: *Parking Restrictions.* Vehicles parking within these areas must comply with the MPMC. The Police Chief, or designee, is authorized to enforce this Resolution.

SECTION 5: *Environmental Assessment.* This Resolution is exempt from the requirements of the California Environmental Quality Act (Pub. Res. Code §§ 21000, *et seq.*; "CEQA") and CEQA Guidelines (Cal. Code Regs. Title 14, §§ 15000, *et seq.*) in accordance with CEQA Guidelines § 15305 (Class 5 – Minor Alterations in Land Use Limitations). The project involves a negligible expansion of use; there is only a minor change in the operation of an existing use. The project would not result in significant effects related to traffic, noise, air quality, or water quality and it can be adequately served by all required utilities and public services.

SECTION 6: *Notification.* The Public Works Director, or designee, is authorized to erect such street signs as are needed to properly notify the general public of the restrictions on parking in the preferential parking zone created through this Resolution.

SECTION 7: *Supersession.* Supersession of previous preferential parking zones does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Resolution's effective date.

**City of Monterey Park
Resolution No. XXXX
Page 3 of 3**

Any such superseded part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Resolution.

SECTION 8: Effective Date of this Resolution. This Resolution will become effective immediately upon adoption and will remain in effect unless repealed or superseded.

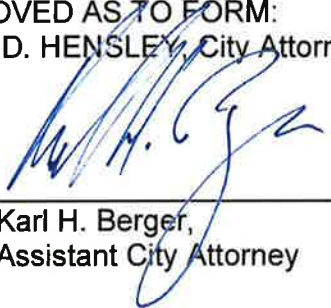
PASSED, APPROVED AND ADOPTED this ____ day of October, 2019.

Hans Liang, Mayor
City of Monterey Park

ATTEST:

Vincent D. Chang,
City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: 

Karl H. Berger,
Assistant City Attorney



City Council Staff Report

DATE: October 2, 2019

AGENDA ITEM NO: New Business
Agenda Item 5-C

TO: The Honorable Mayor and City Council
FROM: Mark A. McAvoy, Director of Public Works/City Engineer/City Planner
SUBJECT: Update on Mobile Food Facilities Within the City of Monterey Park

RECOMMENDATION:

It is recommended that the City Council:

1. Receive and file the attached update; and
2. Take such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

On January 17, 2018, the City Council adopted Ordinance No. 2146, which adopted regulations governing mobile food facilities within the City. At the September 4, 2019 Council meeting, staff was directed to bring to City Council an update of what has taken place since adoption of Ordinance No. 2146. To date, one permit was issued for operation of a food truck on N. Atlantic Blvd; five applications in total were received and are in various stages of review by staff.

BACKGROUND:

In late 2018, the City received the first request for a mobile food facility from Mr. Martiniano Efrain Navarro for operation of a food truck Arandino's Tacos El Patron (ATEP). The original application was incomplete and a revised application was submitted in Spring 2019. After extensive review by staff, and additional information submitted, and staff making contact with the referenced private restroom facility location(s), a permit was issued to Mr. Navarro to operate his ATEP food truck on June 19, 2019. The location of operation is at 330 N. Atlantic Blvd, near the Ralphs Supermarket, directly across from 221 N. Atlantic Blvd (Superco) which is the location of the private restroom facility. Per Monterey Park Municipal Code ("MPMC") § 6.05.087(h)(1), the attached letter confirms Superco's permission for ATEP to use its restroom facilities; also attached is the hold harmless agreement required by MPMC § 6.05.087(h)(2) for the ATEP food truck dated June 19, 2019. Staff also contacted the Ralphs Supermarket, since the ATEP truck is parked on the east side of N. Atlantic Blvd, and their management on multiple occasions confirmed that their restrooms are available for use during business hours. Both the Police Department and the Code Enforcement Division inspected the ATEP food truck operations; to date no citations have been issued. Staff has not observed impacts to vehicular or pedestrian traffic, or issues with trash on the sidewalk.

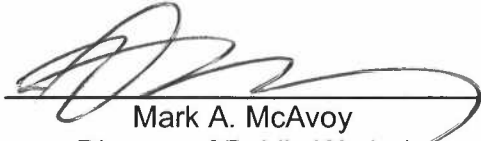
The City has received five additional mobile food facility applications over the past several months. One was deemed incomplete and has not been resubmitted; the other four are complete applications and are in various stages of review at this time. One is anticipated to be issued in the near future, and the other three require additional review. No additional permit for a food truck has yet been issued.

Staff recommends the City Council receive and file this update, and/or provide additional direction to staff as necessary.

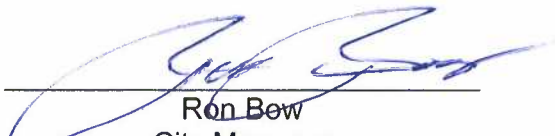
FISCAL IMPACT:

Each permit issued is assessed a fee to cover staff time to process the application, based on the current City fee schedule.

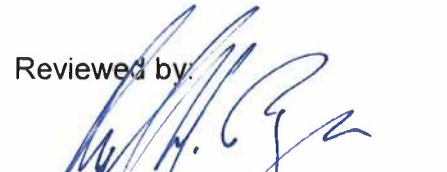
Respectfully submitted by:


Mark A. McAvoy
Director of Public Works/
City Engineer

Approved by:


Ron Bow
City Manager

Reviewed by:


Karl H. Berger
Assistant City Attorney

ATTACHMENT:

1. Restroom Facility Agreement - Superco
2. Hold Harmless Agreement - Arandino's Tacos El Patron

ATTACHMENT 1
Restroom Agreement Letter - Superco



ENVIRONMENTAL HEALTH

VEHICLE INSPECTION PROGRAM

5050 Commerce Drive, Baldwin Park, CA 91706

Telephone: (626) 430-5500 Website: <http://www.publichealth.lacounty.gov/eh>

RESTROOM AGREEMENT LETTER

I agree to allow the employees from the Mobile Food Facility listed below to use my approved toilet facilities during the operational hours of my business. The approved toilet facilities meet all criteria as described in the California Retail Food Code (CAL CODE).

MOBILE FOOD FACILITY:

DBA: Grandmas Tacos el Patron Permit #: PRD 160981

License Plate #: 9119001 Site #: _____

Vehicle Identification Number: 1FCLG49L03HB64860

Operating Location: _____ Hours: 10am - 8pm

Owner Name: ERIN Navarro Phone #: (323) 434-9212

Signature: [Signature] Date: 3/28/18 Title: Owner

APPROVE RESTROOM FACILITY:

Business Name: Superco International Inc Hours: 10AM-8PM Permit # _____ Site #: _____

Street Address: 221 N. Atlantic Blvd

City: Monterey Park Zip Code: 91754 Phone #: (626) 251-9779

Signature: [Signature] Date: 3/28/18 Title: Owner

Failure to abide by this agreement will require that the MOBILE FOOD FACILITY be removed from the operating site completely or that it remain at the site for no longer than a 1 hour time period. In addition, failure to abide by this requirement may result in legal action being taken against the mobile food facility permit to operate in Los Angeles. The Restroom Agreement must be kept on file and available to Department staff.

OFFICE USE ONLY

☐ Approved ☐ Not Approved

Signature: _____ Date: _____ Title: _____

ATTACHMENT 2

Hold Harmless Agreement - Martiniano Efrain
Navarro

CITY OF MONTEREY PARK PERMISSION TO OPERATE MOBILE FOOD FACILITIES



Permit # PW19-00198

Owner/Operator/Permittee: Martiniano Efraim Navarro
Address: 611 S. Vancouver Ave City: Los Angeles CA 90022
Telephone No: (323) 434-9212 Email: LPSmemiaCS3@gmail.com
CA Driver's License No: D6959146
Food Truck Name: Arandinos Vehicle License Number: 91190U1
Location: 330 N Atlantic Ave Monterey Park CA

REQUIRED DOCUMENTATION:

- ☒ Valid Driver's License
- ☒ Proof of Insurance
- ☒ City of Monterey Park Business License / Sticker
- ☒ Restroom Facility Agreement
- ☒ Location Map
- ☒ County of Los Angeles Public Health Permit

Pursuant to Monterey Park Municipal Code ("MPMC") Chapter 13.12, relating to the work or encroachment into public rights of way and Chapter 6.05.0878 relating to Mobile Food Facility Requirements, the City of Monterey Park ("City") grants permission to the Permittee listed above, to encroach into public property at the place and time specified above. In addition to the general terms and conditions contained in the MPMC, the use is subject to the following additional limitations:

1. DESCRIPTION.

2. **UNOBSTRUCTED ACCESS.** Permittee must allow all property owners, pedestrians, and vehicles unobstructed access to businesses, residences, and public property at all times. City's representatives may right to enter upon the right-of-way upon which the Improvements are located at any time for any purpose. Permittee waives any and all claims for damages to any improvements or the business associated incurred as the result of City's use of its public property.

3. **REIMBURSEMENT FOR DAMAGES.** Permittee must reimburse City for any damages inflicted on City-owned facilities by Permittee.

4. **REMOVAL OF IMPROVEMENTS.** Permittee must remove the Improvements at Permittee's expense upon thirty (30) days written notice from City. Should Permittee fail to timely remove the Improvements on such notice, Permittee will pay any costs incurred by City in removing the Improvements.
5. **NON-TRANSFERABLE.** This Permit is not transferable or assignable. Any attempt to transfer the Permit will immediately terminate the Permit.
6. **COMPLIANCE WITH LAW.** Permittee must perform all work in accordance with City policies, standards and ordinances and obtain all applicable permits needed for construction of the Improvements.
7. **UNOBSTRUCTED AREA.** A minimum five feet (5') of unobstructed sidewalk area must be maintained for public pedestrian use.
8. **LITTER-FREE.** Permittee must keep the area of encroachment clean and free of trash, litter, and other refuse at all times.
9. **INDEMNIFICATION.** Permittee indemnifies, will defend (at City's request and with counsel satisfactory to City), and holds City harmless from and against any claim, action, damages, costs (including without limitation, attorney's fees), injuries, or liability, arising out of Permittee's acts, errors or omissions, negligence, or wrongful conduct (regardless of City's passive negligence, if any) in connection with this Permit, except for such negligence caused solely by City. For purposes of this section "City" includes the city of Monterey Park's officers, officials, employees, agents, representatives, and volunteers.
10. **INSURANCE.**
 - A. At all times this Permit is effective, Permittee will procure and maintain commercial general liability insurance with a coverage limit of \$1,000,000.
 - B. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form unless City's Risk Manager determines that ISO-CGL Form No. CG 00 01 11 85 or 88 is required. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by City will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to City.

- C. Permittee will furnish to 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 City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."

11. **ENFORCEMENT.** Should City determine it necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the Permittee will be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by City, even if the matter is not prosecuted to a final judgement or is amicably resolved, unless City should otherwise agree with applicant to waive said fees or any part thereof. The foregoing will not apply if the Permittee prevails on every issue in the enforcement proceeding.

12. **SIGNATURE REQUIRED.** Permittee, or its representative, must sign and return this original permit to the City of Monterey Park within three (3) business days from receiving this permit. Failure to do so will be deemed a withdrawal of the Permittee's application.

By issuing this permit, the City of Monterey Park does not assume responsibility of liability for claims, damages, or injuries, of whatever nature, which may arise from this work.

Dated this 26 day of 19, 2019.

By: 

Printed Name: Martiniano Efrain Navarro

I, Martiniano Efrain Navarro the applicant for the encroachments described above, do hereby acknowledge that I have read the terms and conditions of this permit; that the terms and conditions are acceptable and agree to abide by, comply with, and accept full and complete responsibility therefore.

Dated this 06 day of 19, 2019.

By: 

Printed Name: Martiniano Efrain Navarro

Approved by:  on June 19, 2019.
Mark A. McAvoy
Director of Public Works / City Engineer

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MONTEREY PARK, CALIFORNIA
DESIGNATING THE SECOND MONDAY OF
OCTOBER AS INDIGENOUS PEOPLES' DAY

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

SECTION 1. The City Council finds and declares that:

- A. Indigenous Peoples' Day was first proposed in 1977, by a delegation of Native Nations to the United Nations International Conference on Discrimination against Indigenous Populations in the Americas.
- B. The City of Monterey Park recognizes that the Indigenous Peoples have lived and flourished in the Americas since time immemorial.
- C. The City of Monterey Park understands that in order to help close the equity gap, government entities, organizations and other public institutions should change their policies and practices to better reflect the experiences of Native Americans and uplift our country's indigenous roots, history, and contributions.
- D. The City of Monterey Park recognizes and values contributions made to our community through Indigenous Peoples' knowledge, science, philosophy, arts, and culture.
- E. The Indigenous Peoples in our communities, as in all parts of the Americas, endured centuries of cruelty, exploitation and genocide.
- F. The City of Monterey Park fosters inclusivity, racial equity and justice for all people and opposes systemic practices that perpetuate the oppression of all people.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Monterey Park formally recognizes the interconnectedness of humanity, foundational and cultural contributions of Indigenous Peoples to the history of our community, and does hereby proclaim the second Monday of October as Indigenous Peoples' Day.

BE IT FURTHER RESOLVED, that City of Monterey Park encourages other businesses, organizations, and public institutions to recognize Indigenous Peoples' Day in a meaningful way.

SECTION 2. The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption by the City Council of the City of Monterey Park, and the City Clerk, or his duly appointed deputy, is directed to attest thereto.

SECTION 3. This Resolution takes effect immediately upon its adoption.

**PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
MONTEREY PARK ON THIS 2ND DAY OF OCTOBER 2019.**

Hans Liang, Mayor
Monterey Park, California

ATTEST:

Vincent D. Chang, City Clerk
Monterey Park, California