



City Council of Monterey Park
The City Council Acting on Behalf of the Successor Agency of the Former Redevelopment Agency, the Housing Authority, the Monterey Park Financing Authority and the Monterey Park Geologic Hazard Abatement District Agenda

Regular Meeting
Monterey Park City Hall Council Chambers
320 West Newmark Avenue, Monterey Park, CA 91754

Wednesday, September 17, 2025
6:30 PM

Mission Statement

The mission of the City of Monterey Park is to provide excellent service, foster growth and opportunity, and create a joyous and collaborative environment.

Land Acknowledgment

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

General Information

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

The public may watch the meeting live on the city's cable channel MPKTV (AT&T U-verse, channel 99 or Charter Communications, channel 182) or by visiting the city's website at <http://www.montereypark.ca.gov/133/City-Council-Meeting-Videos>. Per the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call City Hall at (626) 307-1359 for reasonable accommodation at least 24 hours before a meeting. Council Chambers are wheelchair accessible.

Public Participation

You may speak up to 5 minutes on an/each Agenda item. The Mayor and City Council may change the amount of time allowed for speakers. Written Communication will be accepted up to 24 hours before the meeting by completing an online form at www.montereypark.ca.gov/writtencomm.

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

Agenda item at this time, however, you cannot later provide comments at the time the Agenda Item is considered.

Live Translation:

Meetings will be translated (transcribed or audio) to the language you select. Instructions are provided below.

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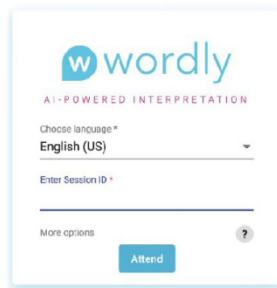
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1. Call to Order

Mayor

2. Flag Salute

The Monterey Park Police Explorers

3. Roll Call

Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong, Elizabeth Yang

4. Agenda Revisions and Additions

5. Public Communications

6. Staff Communications

7. Presentation

7.A. Ware Disposal - Update on First Year of Service

7.B. Introduction of Jason Hing, Fire Chief

8. Old Business

9. Consent Calendar

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

9.A. Approval of Minutes

It is recommended that the City Council consider:

1. Approving the minutes from the special meetings of August 20, 2025, and August 26, 2025 and the regular meeting of August 20, 2025; and
2. Taking such additional, related, action that may be desirable.

9.B. Waive further reading and adopt Zoning Code Amendment (ZCA 25-04), an Ordinance implementing Measure JJ by amending the Monterey Park Municipal Code ("MPMC") governing permissible land uses and site development plans in the Saturn Park Innovation/ Technology Zone.

It is recommended that the City Council consider:

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

9.C. Professional Services Agreement with Fairbank, Maslin, Maullin, Metz and Associates to Conduct Public Opinion Surveys

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute an Agreement with Fairbank, Maslin, Maullin, Metz and Associates (FM3) in a form approved by the City Attorney; to conduct two public opinion surveys for an amount not to exceed \$74,000; and
2. Taking such additional, related, action that may be desirable.

9.D. Amendments to Agreements No. 2048-A and No. 1704.AA with Hinderliter De Llamas and Associates/Hinderliter Software, LLC for Sales Tax and Business License Tax and Transient Occupancy Tax Consulting Services

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute an amendment with Hinderliter De Llamas

and Associates/Hinderliter Software, LLC ("HdL"), in a form approved by the City Attorney; for sales tax and transaction tax consulting services in an amount not to exceed \$75,000;

2. Authorizing the City Manager to execute an amendment with Hinderliter De Llamas and Associates/Hinderliter Software, LLC ("HdL"), in a form approved by the City Attorney; for business license tax operations and compliance and for transient occupancy tax consulting services in an amount not to exceed \$56,425; and
3. Taking such additional, related, action that may be desirable.

9.E. Resolution approving successor Memorandum of Understanding between the City of Monterey Park and the Monterey Park Police Captains' Association ("MPPCA") for the term of July 1, 2025 to June 30, 2028

It is recommended that the City Council consider:

1. Adopting a Resolution approving successor Memorandum of Understanding ("MOU") between the City of Monterey Park and the Monterey Park Police Captains' Association ("MPPCA"); and
2. Taking such additional, related, action that may be desirable.

9.F. Resolution approving successor Memorandum of Understanding between the City and the Monterey Park Firefighters' Association ("MPFFA") for the term of July 1, 2025 to June 30, 2027.

It is recommended that the City Council consider:

1. Adopting Resolution approving successor Memorandum of Understanding ("MOU") between the City of Monterey Park and the Monterey Park Firefighters' Association ("MPFFA"); and
2. Taking such additional, related, action that may be desirable.

9.G. Notice of Completion Review of Capital Improvement Projects

It is recommended that the City Council consider:

1. Receiving and filing the Notice of Completion recorded by the Public Works Director on February 19, 2025 accepting the Potrero Grande Signal Improvements Project completed by PTM General Engineering, Inc.;
2. Receiving and filing the Notice of Completion recorded by the Public Works Director on April 24, 2025 accepting the 2022-23 Monterey Pass Road Rehabilitation Project completed by Hardy and Harper, Inc.;
3. Receiving and filing the Notice of Completion recorded by the Public Works Director on May 20, 2025 accepting the Barnes Gym Flooring Project completed by R&S Flooring Solutions.;
4. Receiving and filing the Notice of Completion recorded by the Public Works Director on May 21, 2025 accepting the HVAC Installation at Langley Senior Center Project completed by Barberio Enterprises, Inc. dba Westco Service Company.;
5. Receiving and filing the Notice of Completion recorded by the Public Works Director

- on May 20, 2025 accepting the Concrete Improvement at Various Locations Project completed by CT&T Concrete Paving, Inc.;
6. Receiving and filing the Notice of Completion recorded by the Public Works Director on June 4, 2025 accepting the Barnes Park & Langley Senior Center Restroom Rehabilitation Project completed by U.S. Builders and Consultants, Inc.;
 7. Receiving and filing the Notice of Completion recorded by the Public Works Director on June 10, 2025 accepting the Curb Ramp Improvements Project completed by Onyx Paving Company Inc.;
 8. Receiving and filing the Notice of Completion recorded by the Public Works Department on July 2, 2025 accepting the Centralized Groundwater Treatment System Project, completed by J.R. Filanc Construction Company, Inc; and
 9. Taking such additional, related, action that may be desirable.

9.H. Southern California Edison 5-year Revocable Secondary Land Use License for Road Access at Pomona Blvd. & Findlay Ave.

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a 5-year Revocable Secondary Land Use License, in a form approved by the City Attorney, with Southern California Edison ("SCE") for road access at Pomona Blvd. & Findlay Ave.; and
2. Taking such additional, related, action that may be desirable.

9.I. Purchase of four 2026 Chevrolet Equinox EV vehicles

It is recommended that the City Council consider:

1. Authorizing the City Manager to enter into an agreement with National Auto Fleet Group, in a form approved by the City Attorney, for the purchase four 2026 Chevrolet Equinox EV vehicles; and
2. Taking such additional, related, action that may be desirable.

9.J. Transportation Updates

It is recommended that the City Council consider:

1. Receiving and Filing this staff report summarizing the status of Community Transportation Updates;
2. Authorizing the City Manager to execute an Amendment with First Transit, in a form approved by the City Attorney, for fixed-route transit services on a month-to-month basis beginning on January 1, 2026 in amount not-to-exceed \$2,064,537;
3. Waiving Spirit Bus and MPK Transit Express Fare for riders on October 1, 2025 in honor of California Clean Air Day; and
4. Taking such additional, related, action that may be desirable.

9.K. County of Los Angeles Pest Control Agreement No. 807

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a pest control and weed abatement treatment agreement, in a form approved by the City Attorney, with the County of Los Angeles for pest control and weed abatement services for parks, parkways, roadsides and vacant lots; and
2. Taking such additional, related, action that may be desirable.

10. Public Hearing

10.A. Public hearing to review and approve the Fiscal Year 2024-25 Consolidated Annual Performance and Evaluation Report for submittal to the U.S. Department of Housing and Urban Development

It is recommended that the City Council consider:

1. Continuing the public hearing to the October 1, 2025, City Council meeting; and
2. Taking such additional, related, action that may be desirable.

10.B. Determination of whether a public nuisance exists at 795 W. Garvey and consideration of potential abatement order pursuant to Monterey Municipal Park § 4.30.110

It is recommended that the City Council consider:

1. Open the public hearing;
2. Receive all written and verbal testimony to determine whether a public nuisance exists at 795 W. Garvey;
3. Render decision on whether a public nuisance exists at 795 W. Garvey via minute order;
4. If a public nuisance is found to exist, approve and issue order to abate public nuisance at 795 W. Garvey.
5. Taking such additional, related, action that may be desirable.

11. New Business

12. City Communications (City Council) / Future Agenda Items

13. Closed Session (if Required; City Attorney to Announce)

14. Adjournment



City Council Staff Report

Date: September 17, 2025
Agenda Item Number: 9.A.

To: The Honorable Mayor and City Council
From: Maychelle Yee , City Clerk
Subject: Approval of Minutes

Recommendation:

It is recommended that the City Council consider:

1. Approving the minutes from the special meetings of August 20, 2025, and August 26, 2025 and the regular meeting of August 20, 2025; and
2. Taking such additional, related, action that may be desirable.

Executive Summary:

The minutes are a record of the official actions taken at the City Council meeting.

Background:

It is recommended that the City Council consider approving the minutes from the special meetings of August 20, 2025, and August 26, 2025 and the regular meeting of August 20, 2025.

Strategic Plan Goal:

N/A

Fiscal Impact:

N/A

Attachments:

1. Draft Minutes

ATTACHMENT 1

Draft Minutes

**Minutes
Monterey Park City Council
Financing Authority (MPFA)
Housing Authority (MPHA)
Geologic Hazard Abatement District (GHAD)
Successor Agency (SA)
Special Meeting
August 20, 2025**

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, August 20, 2025 at 5:30 p.m.

1. Call to Order

Mayor Ngo called the meeting to order at 5:34 p.m.

2. Roll Call

City Manager Alvarez called the roll:

Council Members Present: Henry Lo , Vinh Ngo, Jose Sanchez, Thomas Wong, Elizabeth Yang

Council Members Absent: None.

Also present:

City Attorney Karl Berger

Assistant City Attorney Tim Campen

Assistant City Manager Diana Garcia

Director of Finance Martha Garcia

Director of Human Resources and Risk Management Christine Tomikawa

Director of Public Works Shawn Igoe

Director of Community Development Timothy Hou

3. Public Communications

None.

4. Open Session

4.A. Resolution authorizing legislative subpoenas for factfinding regarding public nuisance violations at 795 West Garvey, Monterey Park

For gathering evidence, the City may issue legislative subpoenas in accordance with Government Code §§ 37104-37109. Once authorized, such subpoenas are signed by the Mayor, issued by the City Clerk, and may be enforced by the Superior Court. The City Council adopted Resolution No. 2022-R28 on May 4, 2022 to implement procedures for issuing such subpoenas pursuant to California law. Here, the attached Resolution would authorize legislative subpoenas to collect facts public nuisance violations at the General Commercial-zoned property located at 795 West Garvey Avenue and is identified as APN 5256-003-034 (the "Property"), which is owned by a family trust ("Property Owners").

Mission Statement

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CEQA (California Environmental Quality Act):

The adoption of the proposed Resolution is not a project under the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq. "CEQA"), pursuant to CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.) §§ 15060(c)(3) and 15378(b)(5), as it constitutes an administrative governmental activity that will not result in a direct or reasonably foreseeable indirect physical change in the environment.

Recommendation:

It is recommended that the City Council consider:

1. Adopting a Resolution authorizing the Mayor and City Clerk to issue legislative subpoenas for factfinding regarding public nuisance violations at 795 West Garvey, Monterey Park; and
2. Taking such additional, related action that may be desirable.

Discussion: Assistant City Attorney Tim Campen presented a staff report for the City Council's consideration to adopt the proposed resolution.

Action Taken: The City Council approved and adopted Resolution No. 2025-R72.

Motion: Moved by Council Member Wong and seconded by Council Member Lo, motion by the following vote:

Ayes: Council Members: Henry Lo , Vinh Ngo, Jose Sanchez, Thomas Wong, Elizabeth Yang

Noes: Council Members: None

Absent: Council Members: None

Abstain: Council Members: None

Recusal: Council Members: None

Resolution No. 2025-R72

A resolution authorizing the City Clerk to issue legislative subpoenas for factfinding related to public nuisance violations at 795 West Garvey Avenue

4.B. Appointment of Real Property Negotiators

Recommendation:

It is recommended that the City Council consider:

1. Appointing the City Manager, Assistant City Manager, Director of Finance, and City Attorney as the real property negotiators for Closed Session Item No. 5B.
2. Taking such additional, related action that may be desirable.

Discussion: City Manager Alvarez requested to appoint Director of Community Development Timothy Hou as an additional real property negotiator for Agenda Item No. 5.B.

Action Taken: The City Council approved the recommendation.

Motion: Moved by Council Member Wong and seconded by Mayor Pro Tem Yang, motion by the following vote:

Ayes: Council Members: Henry Lo , Vinh Ngo, Jose Sanchez, Thomas Wong, Elizabeth Yang

Noes: Council Members: None

Absent: Council Members: None

Abstain: Council Members: None

Recusal: Council Members: None

Action Taken: The City Council approved to appoint Director of Community Development Timothy Hou as an additional real property negotiator for Agenda Item No. 5.B.

Motion: Moved by Council Member Wong and seconded by Mayor Pro Tem Yang, motion by the following vote:

Ayes: Council Members: Henry Lo , Vinh Ngo, Jose Sanchez, Thomas Wong, Elizabeth Yang

Noes: Council Members: None

Absent: Council Members: None

Abstain: Council Members: None

Recusal: Council Members: None

4.C. Appoint Labor Negotiators

Recommendation:

It is recommended that the City Council consider:

1. Appointing the City Manager and City Attorney as the City's Negotiators for: Executive Group and Unrepresented classifications; and
2. Taking such additional, related action that may be desirable.

Action Taken: The City Council approved the recommendation.

Motion: Moved by Council Member Wong and seconded by Council Member Sanchez, motion by the following vote:

Ayes: Council Members: Henry Lo , Vinh Ngo, Jose Sanchez, Thomas Wong, Elizabeth Yang

Noes: Council Members: None

Absent: Council Members: None

Abstain: Council Members: None

Recusal: Council Members: None

5. Closed Session

The City Council adjourned to Closed Session at 5:39 p.m.

5.A. Conference with Legal Counsel – Existing Litigation - Government Code § 54956.9(d)(1)

City of Monterey Park v. Edward Chan, et al., (filed March 7, 2024) LASC Case No. 24NNCV00087

5.B. Conference with Real Property Negotiators - Government Code §54956.8: 1 item

Property: 810 Monterey Pass Road, APN/Parcel ID: 5252-003-043

City Negotiators: Inez Alvarez, City Manager; Karl H. Berger, City Attorney; Diana Garcia, Assistant City Manager; Martha Garcia, Director of Finance; Timothy Hou, Director of Community Development

Negotiating Parties: JRL, LLC./ Rui Zhen Zhao

Under Negotiation: Purchase price and terms of payment

Linda Lee, executive vice president of Kidder Matthews, was present for Agenda Item No. 5.B.

5.C. Conference with Labor Negotiators (Government Code § 54957.6)

City Negotiators: City Attorney, City Manager, Daphne Anneet, and Director Christine Tomikawa

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

5.D. Conference with Labor Negotiators (Government Code § 54957.6)

City Negotiators: City Manager and City Attorney
Executive Group and Unrepresented classifications

6. Adjournment

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

There being no further business for consideration, the meeting was adjourned at 6:45 p.m.

Action Taken: No reportable action taken in Closed Session.

Maychelle Yee
City Clerk

Approved on MM DD, 2025, at the Regular City Council Meeting

**Minutes
Monterey Park City Council
Financing Authority (MPFA)
Housing Authority (MPHA)
Geologic Hazard Abatement District (GHAD)
Successor Agency (SA)
Regular Meeting
August 20, 2025**

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, August 20, 2025, at 6:30 p.m.

1. Call to Order

Mayor Ngo called the meeting to order at 6:55 p.m.

2. Flag Salute

The Monterey Park Police Explorers led the flag salute.

3. Roll Call

City Clerk Maychelle Yee called the roll:

Council Members Present: Henry Lo , Vinh Ngo, Jose Sanchez, Thomas Wong, Elizabeth Yang

Council Members Absent: None.

Also Present:

City Treasurer Amy Lee

City Manager Inez Alvarez

City Attorney Karl Berger

Assistant City Manager Diana Garcia

Director of Finance Martha Garcia

Director of Human Resources and Risk Management Christine Tomikawa

Director of Community Development Timothy Hou

Acting City Librarian LV Frazier

Director of Public Works Shawn Igoe

Police Chief Scott Wiese

Fire Battalion Chief Ryan Weddle

Planning Manager Beth Chow

IT Manager Martin Dinh

Library Manager Linda Vera

Recreation and Community Services Manager Christina Alatorre

Engineering Consultant/Transtech Consultant Ziad Mazboudi

Acting Senior Children's Librarian Summer Blake

Principal Management Analyst Rebecca Bojorquez

Senior Accountant June Leung

Administrative Aid Megan Cheung

Office Assistant II Michelle Martinez

Mission Statement

The mission of the City of Monterey Park is to provide excellent service, foster growth and opportunity, and create a joyous and collaborative environment.

Virtually Present:

Director of Recreation and Community Services Robert Aguirre.

4. Agenda Revisions and Additions

City Manager Alvarez requested to move Agenda Item No. 7.A. to be heard after Public Communications.

5. Public Communications

- Denise Tso raised concerns regarding Sequoia Park's rental to neighboring cities for their athletic programs. She recommended raising the rental fee to provide more maintenance for the parks as they have begun to show more wear and tear.
- Pat Smith Gong voiced her approval of saving the Barnes Park Pool as it provides children with the opportunity to interact with the community.
- Margaret Leung spoke on behalf of the San Gabriel Valley Power Up Beacon (SGVPUB) and brought awareness about the current conditions of the Elder Park pool. She mentioned the current work SGVPUB has been doing and announced the Save the Barnes Park Pool campaign meant to fundraise and bring awareness about the Barnes Park pool.
- Vice Mayor Eric Chan from the City of San Gabriel recommended California Consulting, a consulting company the City of San Gabriel uses to acquire grant funding.
- Cindy Yee talked about the urgent need to rebuild the Barnes Park pool as Elder Park pool is beginning to deteriorate and requested the plans for a new aquatic center be separated from the Park's Master Plan.
- Beatrice Caloza commented on the efforts made by Director of Recreation and Community Services Aguirre to acquire a training pool for the Monterey Park Manta Rays (MPMR). She reported the recent closure of two lanes in the Elder Park pool, ultimately making it more difficult for MPMR to train.
- Maychelle Yee, speaking as a resident, expressed her opinion about the City Council's alleged lack of attentiveness towards the residents.

6. Staff Communications

Staff Communications were heard after Agenda Item No. 7.A.

6.A. Library

Acting Senior Children's Librarian Blake presented a PowerPoint presentation highlighting the events that occurred during the summer. She introduced upcoming programming, which includes children's story time; a teen's organization workshop; an opportunity to meet the Center for the Pacific Asian Family; a K-pop Club Vision Boarding Workshop; a Mental Health Habits for Teens Workshop; an All Abilities Activity Club meeting; a Book Talk with Denny Dormody and introduced the Literacy for all of Monterey Park classes.

Library Manager Vera presented a video promoting the proposed resolution to declare the month of September as Library Card Sign-Up Month.

6.B. Recreation & Community Services

Recreation and Community Services Manager Alatorre shared a PowerPoint presentation thanking the residents for their attendance at the recent events hosted by the department. She shared upcoming events, which include the San Gabriel Symphony at the Barnes Park amphitheater and free drop-in basketball sessions during the weekends at Barnes Park and Elder Park, the Health Screening event at the Langley Center and the Rodeo Showdown dance for senior citizens. Manager Alatorre mentioned two upcoming events that are now sold-out, which are the Monterey Park Dodger Night and the Cyndi Lauper concert at the Hollywood Bowl.

6.C. Police Department

Police Chief Wiese displayed a PowerPoint presentation depicting details on the 2025 Homeless Count provided by Los Angeles County. He provided an update of the Neighborhood Engagement Team (NET) for the month of July, compared their statistics from the year prior and advertised Everbridge, a platform for real-time public safety messages for the community.

6.D. Public Works

Director of Public Works Igoe provided a PowerPoint presentation on updates to their transportation programs, which include new routes for the Spirit Bus and the Monterey Park Transit Express, detailed the dates of the Monthly Compost Giveaway event and presented a list of ongoing and completed projects in the city.

Jason Rush, Legislative Director of Waste Disposal, spoke about the success of the Compost Giveaway event and made a statement regarding the online service bills that were sent out to residents with the new franchise fee rates, acknowledged the clerical error and advised residents to contact customer service should they have any questions.

7. Presentation

7.A. Recognition of the Monterey Park Community Healing Fund Advisory Committee and the California Community Foundation

This Agenda Item was heard after Public Communications.

City Treasurer Lee provided an update on the Monterey Park Community Healing Fund, reiterated the Healing Fund's origins, the Advisory Committee's mission to disperse the donated funds and acknowledged the members of the Monterey Park Community Healing Fund Advisory Committee and the California Community Foundation which include: Carol Worley, Bryant Yang, Rick Eng, Keith Miller, Bethelwel Wilson, Amy Lee and Dora Quach.

The City Council presented words of appreciation to the members of the Community Healing Fund Advisory Committee and the California Community Foundation and presented certificates of acknowledgment.

7.B. Introduction of Community Development Director, Timothy Hou

This Agenda Item was heard after Agenda Item No. 6.D.

City Manager Alvarez introduced Timothy Hou, the newest Director of Community Development, and provided an overview of his past endeavors and accomplishments. The City Council welcomed Director of Community Development Hou to the City of Monterey Park.

7.C. Monterey Park Sustainability Plan 2024–2025 Annual Progress Report

Assistant City Manager Garcia, alongside Principal Management Analyst Bojorquez, presented a PowerPoint presentation detailing the Sustainability Plan, a representation of Monterey Park's long-standing commitment to environmental responsibility that was adopted in April 2024. They outlined the policies and strategies used to reduce greenhouse gas emissions and long-term climate resistance and summarized such activities that have taken place since April 2024.

8. Old Business

None.

9. Consent Calendar

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

Action Taken: The City Council approved and adopted Agenda Item Nos. 9.A., 9.B., 9.C., 9.D., 9.E., 9.F. and 9.G.

Motion: Moved by Council Member Lo and seconded by Council Member Sanchez, motion by the following vote:

Ayes: Council Members: Henry Lo , Vinh Ngo, Jose Sanchez, Thomas Wong, Elizabeth Yang

Noes: Council Members: None

Absent: Council Members: None

Abstain: Council Members: None

Recusal: Council Members: None

9.A. Minutes

The minutes are a record of the official actions taken at the City Council meeting.

Recommendation:

It is recommended that the City Council consider:

1. Approving the minutes from the special meeting of July 16, 2025 and the regular meeting of July 16, 2025; and
2. Taking such additional, related, action that may be desirable.

Action Taken: The City Council approved the recommendation, on Consent Calendar.

9.B. Adoption of an 1) Urgency Ordinance and 2) Regular Ordinance Establishing Solid Waste Franchise Fees

On May 30, 2025, Proposition 218 notices for proposed refuse franchise fee rates were mailed to each parcel number in the City of Monterey Park. The notices provided the date of July 16, 2025 as the public hearing date when the proposed refused franchise fee rates would be considered for adoption.

On July 16, 2025, the City Council began conducting a duly noticed Proposition 218 public hearing to consider the results of the protest proceeding and to consider first reading of the attached Regular Ordinance to establish proposed solid waste franchise fees ("Fees"). The City Council continued the public hearing to August 6, 2025 to allow additional time for eligible property owners to file protests.

At its August 6, 2025 City Council meeting, the Council conducted and concluded the continued Proposition 218 protest hearing and introduced the Regular Ordinance to set the amount of Fees indicated in Exhibit "A" to the Regular Ordinance. The Council directed that the City implement the adjusted Fees in phases: 50% retroactively as of September 1, 2025 and 100% of the Fees as of September 1, 2026. The Regular Ordinance would become effective 30 days following adoption.

In addition to the Regular Ordinance, the Public Works Director proposes an Urgency Ordinance for adoption to set the same Fees effective September 1, 2025, including the above-referenced phased-in approach. The Urgency Ordinance would become effective immediately upon four-fifths (4/5) City Council approval. Other than the findings needed to allow for its immediate effect, the Urgency Ordinance is the same as the regular ordinance.

Recommendation:

It is recommended that the City Council consider:

1. Adopting an Urgency Ordinance by at least four-fifths (4/5) vote to establish solid waste franchise fees effective September 1, 2025;
2. Waiving the second reading, including by title, and adopting the Regular Ordinance to establish solid waste franchise fees; and
3. Taking such additional, related, action that may be desirable.

Public Speakers:

- Margaret Leung raised concerns regarding the proposed franchise fee increase and claimed there was a lack of clarity on how the funds would be used. She requested information about where the money would be used and discussed the lack of information with respect to the water meter replacement project.
- Dave Jones questioned the proposed Urgency Ordinance, claiming there is no urgency to implement it. He provided his opinion about Ware's recent statement about charging the residents the brand-new franchise fee before receiving the City Council's final approval of the Ordinance.

- Maychelle Yee, speaking as a resident, verbalized the recent allegations concerning the lack of attentiveness to the residents from the City Council and questioned who provided Ware with the updated franchise fee.
- Teresa spoke about the lack of maintenance on her main street and provided a written communication to the City Council regarding a resident receiving a bill from Ware with the updated franchise fee before the second reading of the Ordinance was passed. She challenged who provided Ware with the updated franchise fee information and asked what form of urgency is presented in the proposed Urgency Ordinance.
- Silvia Poon requested clear communication pertaining to the reason behind the franchise fee increase and the error during the Proposition 218 process that caused public confusion.

Action Taken: The City Council approved and adopted Urgency Ordinance No. 2268 and waived the second reading of Ordinance No. 2269, on Consent Calendar.

Urgency Ordinance No. 2268

An Urgency Ordinance setting the amount of solid waste franchise fees pursuant to Health and Safety Code § 5471 and Monterey Park Municipal Code Chapter 6.08

Ordinance No. 2269

An Ordinance setting the amount of solid waste franchise fees pursuant to Health and Safety Code § 5471 and Monterey Park Municipal Code Chapter 6.08

9.C. Resolution approving successor Memorandum of Understanding between the City and the Monterey Park Professional Chief Officers' Association ("MPPOCA") for the term of July 1, 2025 to June 30, 2028

The City of Monterey Park's ("City") representatives met with MPPOCA representatives to meet and confer in good faith to negotiate the terms and conditions of a successor MOU. The parties reached agreement to be approved by the City Council for a term effective July 1, 2025 to June 30, 2028.

Recommendation:

It is recommended that the City Council consider:

1. Adopting a Resolution approving successor Memorandum of Understanding ("MOU") between the City of Monterey Park and the Monterey Park Professional Chief Officers' Association ("MPPOCA"); and
2. Taking such additional, related, action that may be desirable.

Discussion: The City Clerk's office provided the public and City Council with a copy of the Memorandum of Understanding between the City of Monterey Park, California and the Monterey Park Professional Chief Officers' Association on August 19, 2025.

Action Taken: The City Council adopted Resolution No 2025-R73, on Consent Calendar.

Resolution No. 2025-R73

A resolution approving the Memorandum of Understanding for contract years 2025-2028 between the City of Monterey Park and the Monterey Park Professional Chief Officers' Association

9.D. Proposition A Memorandum of Understanding

Each year, the City of Monterey Park voluntarily collects and reports data for the National Transit Database ("NTD") to the Federal Transit Administration ("FTA"). The NTD data includes ridership and financial information for the City's fixed-route transit system, Spirit Bus, as well as the Dial-A-Ride program. In return, the Los Angeles County Metropolitan Transportation Authority ("LACMTA") authorizes payment of Proposition A ("Prop A") Discretionary Incentive funds to each participating agency in an amount equal to the Federal Funds generated for the region by each agency's reported data.

An MOU is required by LACMTA for the distribution of funds for the Los Angeles County region. The MOU is provided to agencies that have successfully met all NTD and FTA requirements. The City of Monterey Park is one of the agencies that has provided FTA with NTD data for programs during FY 2022-23 and has met all NTD and FTA requirements.

It is recommended that the City continue to participate in the Prop A Discretionary Incentive Program by executing the proposed LACMTA agreement and requesting funding from FY 2022-23 NTD data. Upon execution of the MOU with LACMTA, the City will invoice LACMTA to receive \$97,105 in Prop A revenue funds for FY 2025-26.

Recommendation:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a Memorandum of Understanding ("MOU"), in a form approved by the City Attorney, with the Los Angeles County Metropolitan Transportation Authority to receive Proposition A of \$97,105 for FY 25-26;
2. Appropriating anticipated revenue of \$97,105 to Prop A Fund 238 in the FY2025-26 budget; and
3. Taking such additional, related, action that may be desirable.

Action Taken: The City Council approved the recommendations, on Consent Calendar

9.E. Barnes Gym Painting - Award of Contract

Capital Improvement Project ("CIP") No. 95057 – Barnes Park Gymnasium Painting Project covers the painting of the outside of the Gymnasium facility (the "Project"). The proposed project is for the repair and painting of all the gymnasium exteriors including handrails, fascia, doors, roof lines and walls. The Public Works Director ("Director") obtained a bid from U.S. National Corp. for the painting of the Gymnasium for \$124,950. It is recommended that City Council waive the bidding requirements pursuant to Resolution No. 2025-R3 declaring a local emergency, and authorize the City Manager to execute a Public Works contract with U.S. National Corp. in the amount of \$124,950 for the Project and authorize the Director to approve change orders not to exceed \$12,495 over the total contract amount.

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the proposed Ordinance pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"). The proposed work is for the painting of the outside of an existing City facility. Accordingly, this activity is exempt from further environmental review pursuant to CEQA Guidelines § 15301.

Recommendation:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with U.S National Corp. dba Jimenez Painting Company, in the amount of \$124,950 for the Barnes Gymnasium Painting Project;
2. Authorizing the Director of Public Works to approve change orders and contingency up to \$12,495 (10%) of the contract amount, for a total project cost of \$137,445; and
3. Taking such additional, related, action that may be desirable.

Action Taken: The City Council approved the recommendations, on Consent Calendar.

9.F. Library Flooring - Award of Contract

Capital Improvement Project ("CIP") No. 95059 – Library Carpet Replacement Project is for the removal of existing flooring, performing any required floor preparation and the installation of carpet tiles. The Public Works Director ("Director") obtained bids from two flooring contractors who have provided excellent work for the City previously. The contractors were JJJ Flooring and Dura Flooring. Dura Flooring provided the lowest bid at \$365,954. It is recommended that City Council waive the bidding requirements pursuant to Resolution No. 2025-R3 declaring a local emergency, and authorize the City Manager to execute a Public Works contract with Dura Flooring in the amount of \$365,954 for the Library Carpet Replacement Project and authorize the Director to approve change orders not to exceed \$36,595 over the total contract amount.

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the proposed Ordinance pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. “CEQA”) and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the “CEQA Guidelines”). The proposed work is for the carpet replacement of an existing City facility. Accordingly, no further environmental review is required.

Recommendation:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with Dura Flooring, in the amount of \$365,954 for the Library Carpet Replacement Project;
2. Authorizing the Director of Public Works to approve change orders and contingency up to \$36,595 (10%) of the contract amount, for a total project cost of \$402,549; and
3. Taking such additional, related, action that may be desirable.

Action Taken: The City Council approved the recommendations, on Consent Calendar.

9.G. Library Card Sign-Up Month Resolution

The Monterey Park Bruggemeyer Library celebrates the month of September as Library Card Sign-Up Month. Since 1987, Library Card Sign-Up Month has been held each September to mark the beginning of the school year. During the month, the American Library Association and libraries unite in a national effort to encourage everyone to register for a free card at their local public library.

This year, the theme of Library Card Sign-Up Month is “One Card, Endless Possibilities.” With a Monterey Park Bruggemeyer Library card, patrons can check out free books and e-books, stream movies, check out a California State Parks Pass, access online databases and more. With a library card, a whole world of possibilities and lifelong learning is unlocked.

Recommendation:

It is recommended that the City Council consider:

1. Adopting a resolution declaring the month of September 2025 as Library Card Sign-Up Month in Monterey Park,
2. Taking such additional, related, action that may be desirable.

Action Taken: The City Council adopted Resolution No. 2025-R74, on Consent Calendar.

Resolution No. 2025-R74

A resolution declaring the Month of September as Library Card Sign-Up Month

10. Public Hearing

None.

11. New Business

None.

12. City Communications (City Council) / Future Agenda Items

Council Member Wong discussed the alleged accusations regarding City staff's mismanagement of the Proposition 218 process and stated his approval in receiving suggestions to help make the City more efficient.

Council Member Sanchez echoed the same sentiments as Council Member Wong and encouraged the community to contact the City Council and City staff should there be an issue regarding mismanagement. He spoke about 'Back to School' and wished parents and students a happy start to the academic year.

Council Member Lo reiterated the accusations and asked the public to come forward with suggestions on how to improve the City.

Mayor Pro Tem Yang spoke in approval of her fellow Council Members' words and announced upcoming events, which include the Chinese American Citizens Alliance Barbecue Lunch at Almansor Park, the State of the City Address at the Holiday Inn on August 26, 2025, at 6:00 p.m. and the Police Department's Promotional Ceremony at the Barnes Park amphitheater.

Mayor Ngo spoke about 'Back to School' and wished the residents a safe transition to the new academic year.

13. Closed Session (if Required; City Attorney to Announce)

None.

14. Adjournment

There being no further business for consideration, the meeting was adjourned at 10:00 p.m.

Maychelle Yee
City Clerk

Approved on MM DD, 2025, at the Regular City Council Meeting

**Minutes
Monterey Park City Council
Financing Authority (MPFA)
Housing Authority (MPHA)
Geologic Hazard Abatement District (GHAD)
Successor Agency (SA)
Special Meeting, State of the City Address
August 26, 2025**

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Special Meeting of the Council in the First Floor Ballroom at the Holiday Inn and Suites located at 400 N. Atlantic Blvd, Monterey Park CA 91754 on Wednesday, August 26, 2025 at 6:00 p.m.

Call to Order

Mayor Ngo called the meeting to order at 6:10 p.m.

Roll Call

City Manager Alvarez called the roll:

Council Members Present: Henry Lo , Vinh Ngo, Jose Sanchez arrived at 6:37 p.m.,
Thomas Wong, Elizabeth Yang
Council Members Absent: None.

Also present:

City Treasurer Amy Lee
Assistant City Manager Diana Garcia
Director of Finance Martha Garcia
Director of Human Resources and Risk Management Christine Tomikawa
Director of Public Works Shawn Igoe
Director of Recreation and Community Services Robert Aguirre
Director of Community Development Timothy Hou
Acting City Librarian LV Frazier
Police Chief Scott Wiese
Fire Battalion Chief Jonathan Gin
Fire Battalion Chief Adam Malouf
Planning Manager Beth Chow
IT Manager Martin Dinh
Recreation and Community Services Manager Christina Alatorre
Library Manager Linda Vera
Finance Manger Laura Borjon
Risk Management Manager Julie DeZiel
Economic Development Manager Joseph Torres
Senior Librarian Leonie Jordan
Senior Planner Eliana Muñoz
Economic Development Specialist Janice Huang
Principal Management Analyst Rebecca Bojorquez
Adult Literacy Coordinator Victor Castellanos

Mission Statement

The mission of the City of Monterey Park is to provide excellent service, foster growth and opportunity, and create a joyous and collaborative environment.

I. Welcome

II. The public is invited to the City of Monterey Park State of the City Address with Mayor Vinh Ngo. Topics will include Monterey Park's major accomplishments, progress updates of capital projects and future goals of the City.

Mayor Ngo delivered a PowerPoint presentation outlining the City Council's 2025 Strategic Plan and provided a summary of the City's departmental achievements over the past year.

III. "Love Monterey Park" Community Choice Awards presented by Mayor Vinh Ngo

Mayor Ngo presented the "Love Monterey Park" Community Choice Awards to Holiday Inn & Suites Monterey Park for Business Partner Award; Ravello Osteria for Favorite Restaurant; Daiso for Favorite Retailer; Math Clinic for Favorite Service Provider and Chinatown Service Center for Favorite Nonprofit Organization.

Alfred Ramirez, manager of Ravello Osteria, provided words of appreciation to the residents.

Jennifer Meas, district manager of Daiso in the Monterey Park area, shared comments of gratitude to the residents for receiving the award.

Jeremy Yuk, manager of Math Clinic, shared his acknowledgements to the City for receiving the award.

Peter Ng, CEO of Chinatown Service Center depicted comments of admiration for obtaining the award for Favorite Nonprofit Organization.

IV. Adjournment

The meeting was adjourned at 6:41 p.m.

Maychelle Yee
City Clerk

Approved on MM DD, 2025, at the Regular City Council Meeting



City Council Staff Report

Date: September 17, 2025
Agenda Item Number: 9.B.

To: The Honorable Mayor and City Council

From: Timothy Hou, Director of Community Development
Eliana Munoz, Senior Planner

Subject: Waive further reading and adopt Zoning Code Amendment (ZCA 25-04), an Ordinance implementing Measure JJ by amending the Monterey Park Municipal Code ("MPMC") governing permissible land uses and site development plans in the Saturn Park Innovation/ Technology Zone.

Recommendation:

It is recommended that the City Council consider:

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

Executive Summary:

The Ordinance was introduced and received first reading at the September 3, 2025 City Council meeting. The staff report from September 3, 2025 is attached for reference. Second reading and adoption of this Ordinance is recommended. If adopted, the ordinance will take effect in 30 days.

Background:

See Attachment 2 – September 3, 2025 City Council Report.

Strategic Plan Goal:

The attached ordinance satisfies the 2025-26 Strategic Plan Goal to “Strengthen our local economy and enhance housing opportunities” by achieving the goals and programs set forth in the Land Use and Urban Design Element ("LUE"), reducing barriers to encourage housing development, and supporting economic growth in the City. More importantly, however, it implements the voters’ directives in Measure JJ and identified by the Saturn Park Advisory Review Committee ("SPARC").

Fiscal Impact:

There are no identifiable fiscal impacts associated with adopting the Ordinance itself (other than costs associated with codifying the Ordinance).

Attachments:

1. Ordinance No. _____
2. City Council Staff Report, dated September 3, 2025 (without attachments)

ATTACHMENT 1
Ordinance ____ Amending the
Monterey Park Municipal Code

ORDINANCE NO.

AN ORDINANCE IMPLEMENTING MEASURE JJ BY AMENDING THE MONTEREY PARK MUNICIPAL CODE (“MPMC”) GOVERNING PERMISSIBLE LAND USES IN THE SATURN PARK INNOVATION/ TECHNOLOGY ZONE.

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

SECTION 1: The City Council finds and declares that:

- A. This Ordinance is adopted pursuant to the voters’ directives in Ordinance No. 2198, as adopted November 3, 2020 via Measure JJ (the “LUE”).
- B. In April 2024, the Planning Commission held two meetings to discuss conceptual land uses for Saturn Park as contemplated in the LUE. Subsequently, on May 22, 2024, the City Council established the Saturn Park Advisory Review Commission (“SPARC”) to gather and incorporate community input in the development of new zoning regulations for Saturn Park.
- C. The SPARC conducted four community workshops between July 29, 2024 and August 29, 2024. At the final meeting, the SPARC voted 8-1 to recommend that the City Council expand allowable uses in Saturn Park with consideration for areas and parcels above and west of Saturn Street versus the south of Saturn Street without eliminating any existing permitted land uses.
- D. On October 2, 2024, the City Council directed the City Manager and City Attorney to draft zoning regulations implementing Measure JJ by expanding allowable uses. Updating the Monterey Park Municipal Code (“MPMC”) to include additional land uses for Saturn Park is in the public interest, consistent with Measure JJ, SPARC’s recommendations, and City Council direction.
- E. A review of the 2020 LUE, the Certified Housing Element (dated March 30, 2023), and MPMC Chapter 21.14 demonstrates that the current zoning regulations are inconsistent with the vision for Saturn Park as directed by voters. These regulations must be updated to align with the most recent voter directives in Measure JJ, the California Legislature’s directives (as reflected in the City’s Certified Housing Element), and California law.
- F. Interpreting the City’s land use regulations lies solely with the City Council (*Yamaha Corp. of Am. v. State Bd. of Equalization* (1998) 19 Cal.4th 1 and *State Farm Mutual Auto Ins. Co. v Quackenbush* (1999) 77 Cal.App.4th 65).

- G. The City may adopt and enforce all laws and regulations not in conflict with the general laws and the City holds all rights and powers established by California law.
- H. Section 3(A) of Ordinance No. 2198 authorizes the City Council to implement the 2020 LUE by, among other things, adopting zoning regulations. Section 4 of Ordinance No. 2198 provides that Measure JJ must be interpreted to be consistent with all applicable law; Section 6 of Ordinance No. 2198 provides that Measure JJ must be broadly construed to achieve the voter's intent in approving Measure JJ.
- I. The Land Use Policy Map and Regulating Plan (Figures LU-3 and LU-4 to the 2020 LUE) renamed this area as "Saturn Park" with a designated land use of "Innovation/Technology." Goal 25 of the 2020 LUE directs the City Council to revitalize Saturn Park as a destination business park for high-quality service industry, research and development, and emerging industry jobs. This directive is further refined via Policy Nos. 25.1 to 25.3.
- J. The 2020 LUE also provides that the City Council should ensure flexible zoning regulations; support local businesses; maintain a proactive economic development program; and invest in commercial corridors (Policy Nos. 1.1 to 1.4).
- K. The City's Housing Element ("HE") reflects the City's desire to encourage construction of housing that is attainable for households of all income levels. Among other things, the City Council determined that the City should take proactive actions to increase the availability of dwelling units on underutilized properties (see, e.g., Section 5(C) of Resolution No. 2022-R90, adopted November 16, 2022).
- L. This Ordinance is intended to clarify existing regulations and specifically implement the voter's intent set forth in Measure JJ. Measure JJ's Final Environmental Impact Report ("FEIR") is identified at State Clearing House No. 2001-01-1074.

SECTION 2: Pursuant to MPMC § 21.38.050, the City Council finds as follows:

- A. This Ordinance is consistent with the goals, policies, and objectives of the General Plan. Expanding the allowable uses within Saturn Park will host a variety of retail, service, and entertainment uses (Goal 1, Policy Nos. 1.1 to 1.4 of the LUE). Modifying the allowable uses to include innovative industries will foster a dynamic mix of businesses, uses, and employment that sustain a strong local economy and contributes to a fiscally sustainable tax base (Goal 2, Policy Nos. 2.1 to 2.3 of the LUE). Incorporating more contemporary uses will allow Saturn Park to be a destination business park

for high-quality service industries, research and development, and emerging industry jobs. Additionally, the integration of mixed-use residential uses will contribute to a distinct physical identity for Saturn Park (Goal 25, Policy Nos. 25.1 to 25.3 of the LUE). Furthermore, permitting mixed-use development within Saturn Park is one way the City reduces governmental constraints on providing attainable housing to the greatest extent feasible (Goal 2, Policy 2.4 of the HE).

- B. The proposed amendments will not adversely affect surrounding properties. The LUE and HE are the City's governing land use policy documents that guide the future development and reuse of property within the City. The LUE and HE were adopted by the City Council and the City's voters after years of public comments and technical studies evaluating the impacts and long-range goals for the physical development of the community, both, in terms of land use and intensity. The proposed amendments implement the stated objectives and measures of the LUE and HE, which will ensure the cohesive and orderly development of land within the City, consistent with the City's long-term goals. Accordingly, this Ordinance will not adversely affect surrounding properties.
- C. The proposed amendments promote public health, safety, and general welfare and serves the goals and purposes of the MPMC. This Ordinance harmonizes the MPMC with the LUE by, without limitation, expanding allowable uses as contemplated in the LUE consistent with Measure JJ, SPARC's recommendations, and City Council. Among other things, the amendments will foster a dynamic mix of businesses, uses, and employment that sustain a strong local economy and contributes to a fiscally sustainable tax base while reducing barriers to the development of housing to address the statewide housing shortage by allowing mixed-use development.

SECTION 3: MPMC Chapter 21.14, captioned "S-P – SATURN PARK INNOVATION/TECHNOLOGY ZONE," is amended to read as set forth in attached Exhibit "A," which is incorporated by reference.

SECTION 4: *Environmental Review.* The City reviewed the environmental impacts of the proposed Ordinance pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"). CEQA Guidelines § 15168(c)(2) states that if a project is proposed which has been the subject of a prior certified EIR, and "[i]f the [City] finds that pursuant to Section 15162, no new effects could occur or new mitigation measures would be required, the agency can approve the activity as being within the scope of the project covered by the ... EIR, and no new environmental document would be required." This activity will not result in any new environmental impact not already considered and the City Council finds as follows:

- A. On December 5, 2019, the City Council adopted Resolution No. 12124 certifying the Monterey Park Focused General Plan Update Final Environmental Impact Report (the “FEIR”) (State Clearing House (SCH) No. 2001-01-1074) (Exhibit A), which is incorporated by reference and accessible on the City’s website.¹
- B. The amendments proposed by this Ordinance are within the scope of the FEIR, and the circumstances, impacts, and mitigation requirements identified in the FEIR remain applicable to the proposed Project.
- C. This Ordinance will not facilitate the creation of any development beyond that anticipated and accounted for by the FEIR, does not contemplate any changes which will require major revisions to FEIR, and there are no substantial changes with respect to the circumstances under which FEIR was undertaken.
- D. There is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time FEIR was approved.
- E. Approval of this Ordinance will not result in any new or increased environmental effects, and no new mitigation measures are required.
- F. Pursuant to CEQA Guidelines § 15168(c)(2), no new environmental documentation is required.

SECTION 5: *Notice of Determination.* The Director of Community Development, or designee, is directed to file a Notice of Determination in accordance with CEQA Guidelines § 15094, and any other applicable law.

SECTION 6: *Preservation.* This Ordinance does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, the effective date of this Ordinance. Any such amended part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 7: *Validity of Previous Code Sections.* If this entire Ordinance or its Application is deemed invalid by a court of competent jurisdiction, any repeal or amendment of the MPMC or other city ordinance by this Ordinance will be rendered void and cause such previous MPMC provision or other the city ordinance to remain in full force and effect for all purposes.

¹ https://www.montereypark.ca.gov/DocumentCenter/View/16507/Reso-12124---attachments-included_

SECTION 8: *Enforceability.* Repeal of any provision of the MPMC does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 9: *Reliance on Record.* Each and every one of the findings and determinations in this Ordinance are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the matter. The determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 10: *Limitations.* The City Council's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council's lack of knowledge of future events. In all instances, best efforts were made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 11: *Construction.* This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance supersede all conflicting ordinances and that this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 12: *Severability.* If any part of this Ordinance or its Application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 13: *Recordation.* The City Clerk, or designee, is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this Ordinance, and cause it to be published or posted in accordance with California law.

SECTION 14: *Electronic Signatures.* This Ordinance may be executed with electronic signatures in accordance with Government Code § 16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 15: *Effective Date.* This Ordinance will become effective 30 days after second reading and adoption.

PASSED AND ADOPTED this ____ day of _____, 2025.

Elizabeth Yang, Mayor

ATTEST:

Maychelle Yee, City Clerk

APPROVED AS TO FORM:
KARL H. BERGER, City Attorney

By: _____
Justin A. Tamayo, Assistant City Attorney

EXHIBIT A
MPMC CHAPTER 21.14
S-P—SATURN PARK INNOVATION/TECHNOLOGY ZONE

§ 21.14.010. Purpose.

In order to provide for the development of integrated professional, office, mixed-use, live/work, and limited retailcommercial areas that exhibit a diversity of business activity from both revenue and service quality standpoints, and which are compatible and responsive to abutting land uses, including residential developments, the following regulations shall be applicable to all properties classified in the S-P zone.

§ 21.14.020. Permitted Uses.

No person shall use, nor shall any property owner permit the use of any lot classified in any S-P zone for any use, other than the following as set out in Sections 21.14.040 and 21.14.050.

§ 21.14.030. Prohibited Uses.

All uses not permitted in this chapter ~~shall be~~are prohibited.

§ 21.14.040. Principal Uses.

The principal uses shall be permitted as follows:

Administrative and professional offices;

Beauty salon or barber shop;

Bookstore;

Breweries/wineries/distilleries (subject to Section 21.32.200);

Cellular phone, telephone and pager store;

Coffee shop;

Computer store, sales and service;

Confectionary shop;

Data processing facility;

Delicatessen;

Employment agency;

Entertainment (not within 300 feet of an “R” zone as measured from the nearest parcel line and measuring 5,000 sq. ft. or less);

Financial institutions' corporate offices, no retail banking;

General research facility, not involving testing, manufacturing, fabrication or processing or sale of products, nor the use of a hazardous material that has a degree of hazard rating in health, flammability or reactivity of Class 4 as ranked by U.F.C. Standard 79-3 or succeeding standard;

Gift shop;

Ice cream parlor;

Import and export offices;

Investment service offices, stock brokers;

Jewelry store, sales and service;

Legal offices;

Light manufacturing;

Live/work units;

Mailbox and service store;

Medical equipment and supplies, sales and service;

Mixed-Use Development;

Notary public;

Photocopying and blueprinting;
Public utility customer service office;
Real estate offices and title companies;
Research and development;
Restaurant, tearoom and café;
Service businesses;
Service commercial;
Stationery;
Studio, art, dance, martial arts, photography (measuring 5,000 sq. ft. or less);
Tax consulting;
Tobacco store;
Trade and technical schools (measuring 5,000 sq. ft. or less);
Travel agency;
Video sales and rentals.

§ 21.14.050. Conditional uses.

Conditional uses shall be uses specifically enumerated in Section 21.14.200.

§ 21.14.060. Standards of Development Generally.

All premises in the S-P zone shall comply with the following standards of development as set out in Sections 21.14.070 through 21.14.190.

§ 21.14.070. Lots.

- (A) Lot Area. The minimum lot building on the S-P zone area of each lot shall be 5,000 square feet.
- (1) Lot Width. The minimum width of each lot shall be 50 feet.
- (B) Lot Depth. The minimum depth of each lot shall be 100 feet.

§ 21.14.080. Yards.

The following minimum yards shall be required on all lots:

- (A) Front Yard. No minimum front yard is required.
- (B) Side and Rear Yards. Every lot shall have and maintain minimum side and rear yards as follows:
- (1) When the side yard is adjacent to a street, the yard shall be at least 15 feet in depth.
- (C) When adjacent to an R-zone, the yard shall be no less than 50 feet, plus five feet in depth for each story above one story of building or each 10 foot increment above 15 feet in height of building on the S-P zoned lot. Where there is an opening, including, but not limited to, windows, pedestrian doors and roll-up doors, in any facing a yard adjacent to an R-zone, the yard shall be no less than 100 feet from any opening to minimum width of the R zoned lot. The yard may be used for parking, excepting a minimum 15 foot wide area abutting the R zone which shall be landscaped and maintained in such a condition so as not to violate Section 4.30.050. The required landscaping shall also conform to the standards set forth in Section 21.14.140. When the S-P zoned lot is separated from an R zone by an alley, a rear yard setback of 40 feet shall be provided, as measured from the centerline of the alley. A minimum three-foot wide landscaped planter shall be installed and maintained along the alley, excepting at any vehicular access driveway.
- (D) When adjacent to a commercially-zoned or M zoned lot, no yard is required.

§ 21.14.090. Building Height.

No building or structure in excess of 40 feet or three stories shall be located on any lot. Buildings or structures exceeding the height limits may be permitted upon approval of a conditional use permit or Site Development Plan as provided in this Chapter.

§

§ 21.14.100. Floor Area Ratio (FAR).~~[Reserved]~~

~~The floor area ratio shall not exceed 0.5 when the lot is less than 10,000 square feet in area. When the lot is between 10,000 and 20,000 square feet in area, the floor area ratio shall not exceed 0.65. When the lot is more than 20,000 square feet in area, the floor area ratio shall not exceed 0.8. The floor area ratio may be increased to a maximum of 1.0 for all lots, upon approval of a conditional use permit.~~

§ 21.14.110. Off-Street Parking and Loading.

Each S-P zoned lot shall have and maintain off-street parking and loading facilities as required by this title.

§ 21.14.120. Required Walls.

Except as otherwise provided in Section 21.08.080 the following standards shall apply:

- (A) Where any part of the front yard or street side yard of an S-P zoned lot is used for parking or loading, a masonry wall compatible in color with the commercial building and/or sight-obscuring hedge a minimum of three feet in height shall be erected and maintained within a landscaped area a minimum of three feet in width adjacent to the sidewalk at the front or side yard property line as required by this title.
- (B) When any S-P zoned lot has a common side or rear lot line with any R zoned property, a six-foot solid decorative masonry or concrete block wall compatible in color with the commercial building shall be constructed and maintained along all such common side or rear lot lines. Where an easement exists, abutting the common property line, the said decorative wall may be constructed along the boundary of the easement on the commercial lot. A minimum three-foot wide landscaped planter with automatic irrigation system shall be placed adjacent to the wall, planted with trees, shrubs, ground cover and vines. Where a parking lot on the S-P zoned lot abuts a R zoned lot, the additional parking lot landscaping requirements of Section 21.22.270 shall apply.

§ 21.14.130. Trash Facilities.

Each S-P zoned lot shall be provided with facilities for the storage and collection of trash as follows:

- (A) Any outdoor trash facility shall be enclosed by a minimum five-foot high solid masonry, brick or concrete wall except for the access way which shall be enclosed with solid decorative gates of the same height.
- (B) Location and size shall be subject to approval by the planner. When any S-P zoned lot has a common property line with a R zoned lot, no trash facility shall be located within the required building setback.
- (C) Open vehicular and pedestrian access to and from such trash facility shall be provided. No parking spaces shall block such access to the trash facility.
- (D) Trash facilities shall be maintained in a closed manner at all times to prohibit visibility from public rights-of-way or adjacent property.

Notwithstanding any other provision of this title, all existing uses, buildings and structures in the S-P zone which do not conform to this section shall provide a fully enclosed trash facility within six months of the effective date of the ordinance codified in this chapter unless providing such trash facility will eliminate any existing required off-street parking spaces.

§ 21.14.140. Buffering and Maintenance of Landscaping and Easements.

For S-P zoned lots with side or rear yards that are adjacent to an R zoned lot, the following buffering provisions shall be provided and maintained:

- (A) Landscaping, irrigation and maintenance plans shall be required and the plans shall be subject to approval of the city planner under the provisions of Chapter 21.36. The plans shall incorporate, but not be limited to, 15 gallon minimum trees at time of planting, interspersed shrubs, ground cover, raised earthen berms and automatic sprinkler systems. The City may require the maintenance plan to include a bona fide service agreement with a City licensed landscaping service business. Maintaining an active service agreement on file with the City Planner shall be the responsibility of the owner of the subject property or authorized agent.
- (B) All landscaped areas and easements shall be maintained in good condition, weed and disease free, and in compliance with Chapter 9.54. Notwithstanding any other provision of this title, all S-P zoned lots that abut an R zone and do not have landscaping, irrigation and maintenance plans that have been approved by the city planner pursuant to requirements of Chapter 21.36 shall submit a landscaping, irrigation and maintenance plan for city planner approval within six months of the effective date of the ordinance codified in this chapter.

§ 21.14.130. Compressors, Air-Conditioning Units or Similar Mechanical Equipment.

Each S-P zoned lot which has compressors, air-conditioning units or similar mechanical equipment, located on the roof and outside of the exterior walls of any building or structure, shall comply with the following:

- (A) All such equipment shall be installed with permanent sound proofing measures, including, but not limited to, enclosures, parapet and sound attenuating walls and screens. All such equipment shall comply with noise standards set forth in Chapter 9.53. The location, type and scope of soundproofing measures for such equipment shall be subject to the approval of the City Planner.
- (B) All such equipment shall be maintained in a clean and proper condition to prevent collection of litter and filth, emissions of dust or fumes, vibration or electrical disturbances.

§ 21.14.160. Lighting.

All outdoor lighting shall be located and shielded so as to prevent the direct spillage of light or glare onto adjacent lots and streets.

§ 21.14.170. Exceptions.

Except as otherwise provided in this section, any use, building or structure which is in existence or for which a permit has been issued, as of the effective date of the ordinance codified in this chapter, and which conformed to all zoning regulations of the City then in effect at such time, shall not be rendered nonconforming within the meaning of Chapter 21.30 solely by reason of the application of the development standards as set forth in this chapter; provided that any such existing use, building or structure shall comply with the provisions hereof upon a change in use, or upon use, building or structure expansion or reconstruction, in whole or in part.

§ 21.14.180. Site Development Plan Approval.

~~Prior to~~ Except as otherwise provided in this chapter, before the issuance of building official issues a building permit or business license for any use, building or structure to be located on any lot, as to which the provisions of this chapter apply, the provisions of Chapter 21.36 regulations governing site development plans apply. In lieu of design review by the City Planner for site plans as contemplated by Chapter 21.36, the City Council may adopt a site plan for Mixed-Use or Live/work development projects by resolution.
~~21.36 with regard to site development plans shall be complied with.~~

§ 21.14.190. Limitations on Permitted Uses.

~~Every~~ Unless otherwise provided in a City Council resolution for Mixed-Use or Live/work development projects, every use permitted in the S-P zone shall comply with the following:

- (A) All uses shall be conducted totally within a completely enclosed building, except for those uses which are customarily conducted in the open, as determined pursuant to Section 21.02.090 or Chapter 21.32. Those uses conducted in the open shall be no closer than 100 feet to any R zoned lot, except for parking.
- (B) No outdoor storage shall be allowed unless the same is enclosed by a view-obscuring fence or wall, provided that no stored material is visible above the fence or wall, that the fence or wall is approved by the City Planner and that such storage shall be limited to the accessory storage of items sold or utilized in the conduct of a permitted use on the premises. Where the S-P zoned lot is adjacent to a R zoned lot, no outdoor storage shall be permitted within 100 feet of a R zoned lot.
- (C) No loading and unloading shall be permitted in any required side or rear yard.
- (D) Where the S-P zoned lot is adjacent to a R zoned lot, no deliveries of goods and commodities nor loading or unloading shall be conducted during the hours from 10:00 p.m. to 7:00 a.m.
- (E) There shall be no overnight parking of vehicles, except those vehicles used in conjunction with a permitted use.
- ~~(A)~~(F) Driveways may not exceed 30 feet in width or 60% of the lot frontage.
- ~~(G)~~ No use shall be permitted which produces or causes or emits any dust, gas, smoke, glare, noise, fumes, odors, electromagnetic emanations or vibrations which are or may be detrimental to the health, safety, welfare and peace of the City and its residents and businesses.
- ~~(F)~~(H) No use shall be permitted which uses or stores a hazardous material that has a degree of hazard rating in health, flammability or reactivity of Class 4 as ranked by U.F.C. Standard 79-3 or succeeding standard. A business materials usage and operations form shall be filed with the Public Works Department prior to the approval of a certificate of occupancy. Notwithstanding any other provision of this title, all S-P zoned businesses that do not have a business materials usage and operations form on file shall submit a form within six months of the effective date of the ordinance codified in this chapter.
- ~~(B)~~(I) No person shall, at any location within the S-P zone, create nor allow the creation of noise which causes the noise level to exceed the applicable noise standards set forth in Chapter 9.53. Where the S-P zoned lot is adjacent to an R zoned lot, the noise level at the property line of the R zoned lot shall not exceed the allowable noise level for residential properties.

§ 21.14.200. Conditional Uses.*

Use	Zone in which allowed subject to Conditional Use
	Permit
Auditorium, not within 300 feet of an R zone	S-P
Buildings exceeding height limit	S-P
Business college (office or medical, dental)	S-P
Child care center, not within 300 feet of an R zone	S-P
Commercial office or service units which are shared by more than 1 independently owned business enterprise	S-P
Commercial developments of 5 or more units or with an area of more than 1 acre, and within 300 feet of a R-zone	S-P
Financial institution (retail banking)	S-P
Floor area ratio not to exceed 1.0	S-P
Government or public facility, except those owned or operated by the City of Monterey Park	S-P
Gymnasium, reducing salon and health center	S-P
Hotel	S-P
Lot size over 1 acre	S-P
Places of entertainment, except as otherwise provided in this title	S-P

- * Ordinance No. 1933 codified these conditional uses at MPMC § 21.70.030. That section was superseded by MPMC Chapter 21.32 which contains general regulations governing conditional use permits. All conditional uses for various zones are now codified within the MPMC for those zones (rather than being listed in one section).

§ 21.14.210. Definitions.

Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this chapter:

“Breweries/Wineries/Distilleries” means (1) for a brewery, a small beer manufacturer (Type 23 license) producing less than 15,000 barrels; (2) for a winery (Type 02 License), producing not more than 50,000 cases annually; and (3) for a distillery or a craft distiller (Type 74 license) producing not more than 100,000 gallons of distilled spirits per year. All uses may include on-site tasting rooms, tours, and retail sales of beverages and related merchandise.

“Entertainment” or “Entertainment establishment” means the organized action of providing amusement or enjoyment to invited members of the public. Examples include, without limitation, presentations, readings, performances, or musical renditions. Such entertainment may be provided free of charge or for a fee.

“Data center” means a building, dedicated space within a building, or group of structures located on one or more acres of land used to house a large group of networked computer systems used for data storage and processing for off-site and on-site users, to be used for the remote storage, processing, or distribution of large amounts of data. Such facilities may also include air handlers, power generators, water cooling and storage facilities, utility substations, back-up batteries, fire suppression systems, enhanced security features, and other associated utility infrastructure to support operations. This definition does not apply to smaller data processing facilities that are located on less than one acre of land and where such facilities are accessory or incidental to another primary use.

“Data processing facility” means a building, dedicated space within a building, or group of buildings primarily used for the processing, storage, and management of electronic data on less than an acre of land. This type of facility typically involves activities such as data entry, storage, conversion, and analysis for on-site use.

“Director” means the City Manager or designee. Unless otherwise designated by the City Manager, the Community Development Director is the Director.

“Live/work” means a dwelling unit of which less than 50% of the gross square footage of the total building area is used for non-residential uses. Permitted non-residential live/work uses are restricted to permitted uses within the zone in which it is located. Live/Work uses must comply with the following:

1. Live/Work units must be internally accessible between the residential area and the non-residential area. The non-residential area must be directly accessible to a non-resident from the ground level via an entry/exit separated from a residential entry/exit;
2. The operator of the non-residential use must reside in the live/work dwelling unit. However, the non-residential use may have employees that do not reside within the dwelling unit;
3. Live/Work uses must observe similar operational and delivery hours and walk-in/client visits as other permitted uses within the zone in which it is located.
4. Outdoor storage is prohibited.
5. It is unlawful for Live/Work uses to store or generate hazardous materials or employ hazardous processes.
6. Live/Work impacts including, without limitation, noise, vibration, dust, odors, fumes, smoke, heat, electrical interference or other similar nuisance conditions cannot be perceived beyond the individual unit.
7. Live/Work activities cannot increase pedestrian or vehicle traffic beyond that ordinarily associated with the zone in which it is located nor can it reduce the number of required off-street parking spaces available for use.
8. Live/work units must provide two covered parking spaces in a garage for exclusive use of the residential use. Live/work units must also provide off-street parking based on the applicable parking standard for the non-residential use or the closest similar use as determined by the

Director of Community and Economic Development.

“Research & development (R&D)” means facilities primarily engaged in scientific, technological, or product research, testing, and limited prototyping in fields such as biotechnology, life sciences, clean technology, electronics, or related disciplines. R&D uses may include wet laboratories, where chemicals, biological materials, or other substances are handled in liquid or volatile form, requiring specialized ventilation or piped utilities, as well as dry laboratories, clean rooms, or computational environments. All activities must be conducted indoors, and operations must be designed and maintained to minimize noise, odors, vibration, hazardous emissions, or visual impacts where the site is adjacent to residential or other sensitive uses. Prototype manufacturing or assembly may be permitted only if it is clearly subordinate to the R&D function and does not involve mass production or heavy machinery. All R&D uses must comply with applicable local, state, and federal environmental and health regulations.

“Service Business” is a low-impact, customer-oriented use that provides personal, professional, or administrative services directly to the public. Activities are typically conducted on an appointment or walk-in basis and do not involve equipment repair, fabrication, or industrial processes. Examples include, without limitation, barber shops, beauty salons, investment services and stockbrokers, legal offices, notary publics, and small professional offices.

“Service Commercial” use provides trade-oriented, technical, or repair-based services to individuals or businesses, often involving equipment, tools, or specialized functions. These uses may generate more operational activity than Service Businesses and may include limited on-site sales incidental to the primary service. Examples include, without limitation, photocopying and blueprinting shop, IT or tech support centers, and small-scale service contractors, especially where located near residential zones.

§ 21.14.220. Data Centers - Development Agreement Required - Requirements.

Data centers are permitted only with a development agreement in accordance with Chapter 21.44 of this code.

ATTACHMENT 2
City Council Staff Report,
dated September 3, 2025
(without attachments)



City Council Staff Report

Date: September 3, 2025

Agenda Item Number: 10.A.

To: The Honorable Mayor and City Council

From: Timothy Hou, Director of Community Development
Eliana Munoz, Senior Planner

Subject: Public hearing to consider adopting zoning regulations for the Saturn Park Innovation/Technology Zone (ZCA 25-04)

Recommendation:

It is recommended that the City Council consider:

1. Opening the public hearing and taking testimonial and documentary evidence;
2. After closing the public hearing and considering the submitted evidence, introducing and waiving first reading of Ordinance No. _____ amending the Monterey Park Municipal Code ("MPMC") regulating certain land uses in the Saturn Park Innovation/Technology Zone; and
3. Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the proposed Ordinance pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"). CEQA Guidelines § 15168(c)(2) states that if a project is proposed which has been the subject of a prior certified EIR, and "[i]f the [City] finds that pursuant to Section 15162, no new effects could occur or new mitigation measures would be required, the agency can approve the activity as being within the scope of the project covered by the ... EIR, and no new environmental document would be required."

- On December 5, 2019, the City Council adopted Resolution No. 12124 certifying the Monterey Park Focused General Plan Update Final Environmental Impact Report (the "FEIR") (State Clearing House (SCH) No. 2001-01-1074).
- The amendments proposed by this Ordinance are within the scope of the FEIR, and the circumstances, impacts, and mitigation requirements identified in the FEIR remain applicable to the proposed Project.
- This Ordinance will not facilitate the creation of any development beyond that anticipated and accounted for by the FEIR, does not contemplate any changes which will require major revisions to FEIR, and there are no substantial changes with respect to the circumstances under which FEIR was undertaken.

- There is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time FEIR was approved.
- Approval of this Ordinance will not result in any new or increased environmental effects, and no new mitigation measures are required.
- Pursuant to CEQA Guidelines § 15168(c)(2), no new environmental documentation is required.

Executive Summary:

Type of Action: Legislative

Decision-Making Body: Pursuant to MPMC § 2.56.020(c), the City Council is the City's Planning Agency for this matter. In considering the recommended actions, the City Council acts in its discretionary legislative capacity (formulating rules that apply to all future cases). For the proposed ZCA, the City Council must make findings pursuant to MPMC § 21.38.050:

- That the proposed amendment is consistent with the goals, policies, and objectives of the General Plan;
- That the proposed amendment will not adversely affect surrounding properties; and
- That the proposed amendment promotes public health, safety, and general welfare and serves the goals and purposes of the zoning regulations within the MPMC.

These findings are included in the attached Ordinance (Attachment 1). Accordingly, a Notice of Determination has been prepared for the proposed Ordinance (Attachment 2).

On October 2, 2024, the City Council considered the Saturn Park Advisory Review Committee's ("SPARC") recommendations regarding potential future land uses within the Saturn Park Innovation/Technology Zone ("SPITZ") ^[1] and directed the City Manager and City Attorney to draft zoning regulations to expand allowable uses in the area. Updating the MPMC to include these additional land uses serves the public interest and implements Measure JJ (which ratified the General Plan's Land Use and Urban Design Element), SPARC's recommendations, and City Council direction. This Ordinance would implement the SPITZ.

^[1] The SPITZ is codified in MPMC Chapter 21.14.

Background:

The principal land uses currently identified in the MPMC were added by Measure D (Ordinance No. 1933) as approved by voters on April 14, 1998. In 2020, however, voters enacted Measure JJ which adopted the Monterey Park Land Use and Urban Design Element ("LUE"). Measure JJ constitutes the 20-year voter approved vision for land use within the City.

Voters designated the SPITZ area as "Innovation/Technology." Uses for this designation include research and development; light manufacturing; service commercial; professional offices; entertainment; breweries/wineries/distilleries; trade and technical schools; public utilities; and similar uses "per zoning regulations." In Section 3(A) of Measure JJ, voters specifically delegated authority to the City Council to "implement [Measure JJ] including, without limitation, adopting all zoning regulations needed to effectuate [Measure JJ] by

ordinance.” Additionally, Section 4 of Ordinance No. 2198 provides that Measure JJ must be interpreted to be consistent with all applicable law; Section 6 of Ordinance No. 2198 provides that Measure JJ must be broadly construed to achieve the voter’s intent in approving Measure JJ.

The current land uses in the MPMC (added by Measure D in 1998) are inconsistent with Measure JJ. To create consistency, the City Council established the SPARC on May 22, 2024, to gather community input and develop recommendations for potential land uses in the SPITZ.

To the extent feasible, the draft Ordinance is crafted to balance existing – voter enacted – land use regulations with those needed to implement the voter directives in Measure JJ. Accordingly, the recommended edits are narrowly construed to reduce the impact upon voter enacted, but now outdated, land use regulations. The redlining provided within Exhibit A to the Ordinance demonstrates the effort taken to help reconcile the voter directions from 1998 versus this century.

Since 2019, the City engaged in widespread public dialogue regarding the future of Saturn Park. This includes the appointment of the General Plan Advisory Committee (the “GPAC”) in February of 2019; the subsequent workshops to craft the Land Use and Urban Design Element (“LUE”) adopted by the City Council in 2020; voter approval of the LUE via Measure JJ in 2020; creation of the SPARC in May 2024; and direction provided by the City Council in October 2024. As to that direction, a copy of the October 2, 2024, staff report is attached for reference without attachments (Attachment 4); the full staff report (Item 2-A) – constituting more than 500 pages – may be reviewed here:

<https://www.montereypark.ca.gov/DocumentCenter/View/18079/10-02-2024-Agenda-Item-No-2A---Saturn-Park-Advisory-Review-Committee-SPARC-Outreach-and-Recommendation>

A comment received during the SPARC process and various Council meetings is that the voter enacted zoning regulations from Measure D may not be amended by the City Council as recommended. The express authority delegated by voters to the City Council via Measure JJ is explained above. ^[1]

Additionally, however, California law – both existing and contemplated by the California Legislature ^[2] – may supersede voter enacted land use regulations. California legislation concerning matters of statewide importance supersedes and preempts local land use controls, including voter-enacted regulations. ^[3] Even if, therefore, the City Council took no action to implement the voters’ intent via Measure JJ, residential dwelling units might still be built within Saturn Park in accordance with California law. ^[4]

Proposed Principal Uses:

The proposed allowable uses listed below are based on one or more of the following sources: SPARC’s October 2024 Outreach Report (Attachment 3), Measure JJ, or general MPMC clean-up efforts. Each proposed use includes a justification for its inclusion. In addition, the Community Development Director (“Director”) included specific provisions for certain uses to help mitigate any potential concerns or impacts.

Proposed Additional Principal Uses	Reason for Inclusion
Breweries/ wineries/ distilleries (subject to MPMC § 21.32.200)	Listed in the LUE
Entertainment establishment (not within 300 feet of an “R” zone and measuring less than or equal to 5,000 sq. ft.)	Listed in the LUE
Light manufacturing	Listed in the LUE
Live/ work units	“Residential/Housing” mentioned in the SPARC Outreach Report
Mixed-Use Development	Mentioned in the SPARC Outreach Report
Research & development	Listed in the LUE
Service commercial	Listed in the LUE
Trade and technical schools (less than or equal to 5,000 sq. ft.)	Listed in the LUE

Proposed Definitions:

Some of the land uses required by Measure JJ are not currently defined in the MPMC. As a result, this Ordinance also adds new definitions for “breweries, wineries, distilleries,” and “service commercial.” In addition, while certain proposed uses are already defined in the MPMC, they require greater specificity for the SPITZ. These zone-specific definitions are proposed for “entertainment establishment,” “live/work”, and “research and development.” Finally, a definition is added to “service business” which is currently listed as an allowable use in the SPITZ but is not yet defined in the MPMC.

[\[1\]](#) This was explained both formally and informally (see e.g., Attachment 4; and Attachment 5).

[\[2\]](#) See, e.g., AB 1532 (Haney, 2023) which, were it approved, would allow office conversion projects by right within all zones. While this “Office to Housing Conversion Act” failed to advance within the Legislature, it demonstrates the Legislature’s intent to encourage more housing within local jurisdictions.

[\[3\]](#) See, e.g., *Mission Springs Water Dist. v. Verjil* (2013) 218 Cal.App.4th 892, 920 (“if the state Legislature has restricted the legislative power of a local governing body, that restriction applies equally to the local electorate’s power of initiative”).

[\[4\]](#) See, e.g., affordable housing developments in commercial zones and mixed-income housing developments in commercial corridors (Gov’t Code §§ 65912.100 et seq., 65982.24).

Strategic Plan Goal:

The attached ordinance satisfies the 2025-26 Strategic Plan Goal to “Strengthen our local economy and enhance housing opportunities” by achieving the goals and programs set forth in the LUE, reducing barriers to encourage housing development, and supporting economic growth in the City. More importantly, however, it implements the voters’ directives in Measure JJ and identified by the SPARC.

Legal Notification:

The legal notice of this hearing was posted at City Hall, Monterey Park Bruggemeyer Library, and Langley Center and published in Monterey Park Press on August 14, 2025, with affidavits of posting on file. Additionally, 394 notices were mailed to affected property owners and property owners within a 500-ft radius of the Saturn Park Innovation/ Technology Zone.

Fiscal Impact:

There are no identifiable fiscal impacts associated with adopting the Ordinance itself (other than costs associated with codifying the Ordinance).

Attachments:

1. Draft Ordinance
2. Notice of Determination
3. SPARC's October 2024 Outreach Report (without exhibits)
4. October 2, 2024, City Council Staff Report (without attachments)
5. Attachment 18 of October 2, 2024, City Council Staff Report



City Council Staff Report

Date: September 17, 2025
Agenda Item Number: 9.C.

To: The Honorable Mayor and City Council
From: Martha Garcia, Director of Finance
Subject: Professional Services Agreement with Fairbank, Maslin, Maullin, Metz and Associates to Conduct Public Opinion Surveys

Recommendation:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute an Agreement with Fairbank, Maslin, Maullin, Metz and Associates (FM3) in a form approved by the City Attorney; to conduct two public opinion surveys for an amount not to exceed \$74,000; and
2. Taking such additional, related, action that may be desirable.

Executive Summary:

The Director of Finance ("Director") is requesting to enter into an agreement with FM3 to provide two public opinion surveys. FM3's relevant experience conducting public opinion research and surveys has been instrumental in identifying the priorities of the City's residents. The City is requesting the agreement to allow for two public opinion surveys. The term of the agreement is through September 30, 2026, for an amount not to exceed \$74,000.

Background:

The Director would like to contract with FM3 to conduct two public opinion surveys, a baseline and a tracking survey of City residents. FM3 has previously conducted research on the City's behalf and is familiar with the City's demographic makeup. FM3's relevant experience conducting public opinion research assisted in identifying the priorities of the residents of Monterey Park.

FM3 will conduct a dual-mode survey using a combination of telephone calls (cellular and landline) and online interviews (email and text-to-web) to between 300 and 350 City residents. The telephone and online interviews will be offered in English, Spanish and Chinese. The Director recommends that City Council approve this agreement with FM3.

Strategic Plan Goal:

This action falls under City Council Strategic Plan goal number 6, "Enhance Public

Communication and Civic Engagement to Reach All Members of Our Community." This is accomplished by surveying the residents of Monterey Park on their opinion regarding city services.

Fiscal Impact:

Funding for this item has been budgeted in the Finance Department FY 2025-2026 budget. No additional funds are required.

Attachments:

None



City Council Staff Report

Date: September 17, 2025
Agenda Item Number: 9.D.

To: The Honorable Mayor and City Council
From: Martha Garcia, Director of Finance
Subject: Amendments to Agreements No. 2048-A and No. 1704.AA with Hinderliter De Llamas and Associates/Hinderliter Software, LLC for Sales Tax and Business License Tax and Transient Occupancy Tax Consulting Services

Recommendation:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute an amendment with Hinderliter De Llamas and Associates/Hinderliter Software, LLC ("HdL"), in a form approved by the City Attorney; for sales tax and transaction tax consulting services in an amount not to exceed \$75,000;
2. Authorizing the City Manager to execute an amendment with Hinderliter De Llamas and Associates/Hinderliter Software, LLC ("HdL"), in a form approved by the City Attorney; for business license tax operations and compliance and for transient occupancy tax consulting services in an amount not to exceed \$56,425; and
3. Taking such additional, related, action that may be desirable.

Executive Summary:

The City has an existing contract with Hinderliter De Llamas and Associates/Hinderliter Software, LLC ("HdL") for sales tax, business license tax, transient occupancy tax ("TOT"), and auditing services. The proposed amendment for sales tax consulting services would extend the term of the Agreement to September 26, 2030 with a total not to exceed amount of \$75,000 for a 5-year term. The proposed amendment for business license tax and TOT consulting services would extend the term of the Agreement to September 26, 2030, with a total not to exceed amount of \$56,425 for a 5-year term.

Background:

Sales, use and transactions tax, business license tax and TOT revenues are a vital component of the City's finances, requiring effective management and detailed analysis. HdL's comprehensive approach to revenue management has maximized revenue sources while providing staff with relevant and timely information. HdL has been the City's sales tax and TOT consultant since September 25, 2015, and has been providing business license operations

since September 26, 2020. Services provided to the City include sales tax and economic analysis services, sales tax allocation audit and recovery services, business license tax operation and compliance, and TOT operations management and audit services. The City is requesting to extend services with HdL through September 26, 2030.

Strategic Plan Goal:

This action falls under strategic plan goal number 2, "Maintain Stability of our City's Fiscal and Human Resources." This is accomplished by monitoring the compliance of sales tax, transient occupancy tax, and business license tax to maximize revenue sources.

Fiscal Impact:

Funds for these amendments have been budgeted in the Finance Department's FY 2025-2026 budget. No additional funds are required.

Attachments:

None



City Council Staff Report

Date: September 17, 2025
Agenda Item Number: 9.E.

To: The Honorable Mayor and City Council
From: Christine Tomikawa, Human Resources/Risk Management Director
Subject: Resolution approving successor Memorandum of Understanding between the City of Monterey Park and the Monterey Park Police Captains' Association ("MPPCA") for the term of July 1, 2025 to June 30, 2028

Recommendation:

It is recommended that the City Council consider:

1. Adopting a Resolution approving successor Memorandum of Understanding ("MOU") between the City of Monterey Park and the Monterey Park Police Captains' Association ("MPPCA"); and
2. Taking such additional, related, action that may be desirable.

Executive Summary:

The City of Monterey Park's ("City") representatives met with MPPCA representatives to meet and confer in good faith to negotiate the terms and conditions of a successor MOU. The parties reached agreement to be approved by the City Council for a term effective July 1, 2025 to June 30, 2028.

Background:

MPPCA's current MOU expired on June 30, 2025. The City and MPPCA have agreed to the following:

- Term - three-year agreement - July 1, 2025 to June 30, 2028.
- Base salary increase - 2.0% cost of living adjustment ("COLA") to base salary effective July 5, 2025; 3.0% COLA to base salary effective the first full pay period after July 1, 2026; and 3.0% COLA to base salary effective the first full pay period after July 1, 2027.
- Article 22 - Medical Insurance - Cafeteria plan increase effective July 5, 2025 to \$1,995.00 per month; effective December 2025 increase to \$2,100.00 per month; effective December 2026 increase to \$2,250.00 per month; and effective December 2027 increase to \$2,400.00 per month. Increase medical opt-out to \$600.00 per month.
- Article 25 - Educational Incentive Pay - add Management POST Certificate pay \$475.00 per month.

- Article 27 - Salaries and Wages - increase longevity pay to 7.0% of base salary per month for 7 to 9 years of service; 10-14 years: 7.0% of base salary plus \$100.00 per month; 15-19 years: 7.0% of base salary plus \$200.00 per month; and 20+ years: 7.0% of base salary plus \$300.00 per month. Include prior years of full-time sworn service when calculating years of service for longevity pay.
- Article 29 - new benefit, using 4 hours of sick leave per month toward Retiree Health Savings Account.
- MOU language modification.

Strategic Plan Goal:

This action supports the City Council's Strategic Plan Goal of maintaining the stability of the City's Human Resources by strengthening workforce recruitment and retention.

Fiscal Impact:

The estimated cost for the MPPCA MOU is \$25,564 for Fiscal Year 2025-2026; \$16,623 for Fiscal Year 2026-2027; and \$16,623 Fiscal Year 2027-2028. MOU costs will be budgeted appropriately. These amounts will be paid by the City's General Fund.

Attachments:

1. Monterey Park Police Captains' Association MOU Resolution
2. Exhibit A - Monterey Park Police Captains' Association MOU redline

ATTACHMENT 1
Monterey Park Police Captains' Association
Resolution

RESOLUTION NO. ____

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEARS 2025-2028 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK POLICE CAPTAINS' ASSOCIATION.

THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1: City representatives, approved by the City Council, and representatives from the Monterey Park Police Captains' Association ("MPPCA") met and conferred regarding wages, hours and other terms and conditions of employment for contract years 2025-2028.

SECTION 2: Following such negotiations, the representatives drafted a successor Memorandum of Understanding ("MOU") for fiscal years 2025-2028. A copy of that MOU is attached as Exhibit "A," and is incorporated by reference.

SECTION 3: Following a vote of its membership, MPPCA informed the City that its members had ratified the MOU.

SECTION 4: After reviewing the MOU, the City Council adopts the MPPCA MOU for fiscal years 2025-28, which is attached as Exhibit A and incorporated by reference, retroactively finds that it is in the public interest to approve it retroactively effective July 1, 2025. Accordingly, and authorizes the City Manager ~~is authorized~~ to execute the MOU in a form approved by the City Attorney.

SECTION 5: Severability. If any part of this Resolution or its Application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

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

SECTION 7: Effective Date. This Resolution will become effective immediately upon adoption.

SECTION 8: Electronic Signatures. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

Staff Report
September 17, 2025

SECTION 9: The Mayor, or presiding officer, is authorized to affix its signature to this Resolution signifying its adoption by the City Council, and the City Clerk, or its duly appointed deputy, is directed to attest.

PASSED AND ADOPTED this ____ day of _____, 2025.

Elizabeth Yang, Mayor

ATTEST:

Maychelle Yee, City Clerk

APPROVED AS TO FORM:
Karl H. Berger, City Attorney

By: _____
Justin A. Tamayo, Assistant City Attorney



MEMORANDUM OF UNDERSTANDING

between

THE CITY OF MONTEREY PARK, CALIFORNIA

and

THE MONTEREY PARK POLICE CAPTAINS' ASSOCIATION

THREETWO-YEAR AGREEMENT: 07/01/2025 – 06/30/202807/01/2023
–06/30/2025

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between
THE CITY OF MONTEREY PARK, CALIFORNIA
and
THE MONTEREY PARK POLICE CAPTAINS' ASSOCIATION

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MEMORANDUM OF UNDERSTANDING
between
THE CITY OF MONTEREY PARK
and
THE MONTEREY PARK POLICE CAPTAINS'
~~THREE~~~~TWO~~ YEAR -AGREEMENT ~~07/01/2025 – 06/30/2028~~~~07/01/2023 – 06/30/2025~~

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.

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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/their 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.

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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/their 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:

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- * 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/their 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/their annual holiday accrual.

Holidays are observed as follows:

CITY HALL CLOSED

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

CITY HALL OPEN

~~Floating: Admission's Day Columbus Day~~

Effective January 1, 2020, all employees shall receive ~~eleven~~^{thirteen} 10-hour (~~110~~¹³⁰ hours total) "holidays-in-lieu" of specific holidays off in addition to two (2) floating holidays for a total of 130 hours. 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. Holiday hours accrued in the fiscal year that are

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not used for time off by the employee shall not carry over to the following fiscal year. If any of the 130 hours of holiday hours accrued in a fiscal remain unused as of June 1, those hours will be automatically cashed out by the City and distributed with the second payroll distribution in June.

ARTICLE 11 - ACCRUAL CASH-OUT

Police Captains may elect to annually during any calendar year, cash-out up to a total of one-hundred and thirty (130) hours of accumulated and earned vacation time. Requests for cash-out are to be submitted in a manner prescribed by the City.

Employees must submit an irrevocable election form, by no later than December 15th of the preceding calendar year, on a form available from the Human Resources Department, to cash out up to 130 hours of vacation time that are to be accrued and remaining unused in the following calendar year. Vacation balances rolled over from prior calendar years are not eligible for cash out. Regardless of the number of hours irrevocably elected for cash out, the cash out will only be made from hours accrued during the calendar and not otherwise used for time off or otherwise by the employee at the time of the cash out. Cash outs shall be paid in December of each year.

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

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

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

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

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

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

- Accident, illness, injury or death of the employee or an immediate family member. For this purpose, an "immediate family member" is restricted to a spouse, registered domestic partner, child/legal dependent, or parent; or
- Loss of extensive damage to the employee's property due to casualty; or
- Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.

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

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

ARTICLE 12 - SICK LEAVE

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

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

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

(b) For an employee who is a victim of domestic violence, sexual assault, or stalking to: 1) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health and safety or welfare of the employee or his or her child; or 2) to obtain medical attention or psychological counseling; services from s shelter, program or crisis center; or participate in safety planning or other actions to increase safety.

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

C. On July 1, 2012, any existing sick leave balance in the employee's MOU Section 12 account shall be placed in a separate leave bank and the amount of that bank shall not be increased nor added to. The hours in the bank shall be subject to the reimbursement provisions described below as being in MOU Section 12G. The employee shall be allowed to utilize this sick leave bank balance to fund future illnesses/sick leave. However, the employee shall not be required to utilize this sick leave account unless or until the employee elects to do so. For example if an employee had 1,000 hours of sick leave in this account and retired from service, the employee would be provided 50% cash out upon service retirement. Accordingly, the employee has the option of utilizing the following newly created 800 hour sick leave account before utilizing this frozen account.

Sick leave earned by Police Captains shall be deposited into a sick leave account which shall be capped at a maximum of 800 hours. Upon having 800 hours in the sick leave account there shall be no further accrual of sick leave unless or until use results in a balance of less than 800 hours.

D. Employees, who retire from the city with more than 10 total years of city service, beginning from the date of employment, shall be eligible to cash out sick leave in the sick leave account at the rate of 18 hours, at regular rate of pay, for each one full year (12 months) of city service.

- E. Upon death of an employee prior to retirement, the City will pay to the employee's designated beneficiary the employee's accumulated sick leave accrual in an amount consistent with the above retirement-related pay-out schedule.
- F. Government Code Section 21163 provides in pertinent part that the retirement of a PERS member who has been granted or is entitled to leave, shall not become effective until the expiration of sick leave with compensation, unless the member applies for, or consents to, his or her retirement as of an earlier date, *or unless, with respect to sick leave, the provisions of a local ordinance or resolution or the rules or regulations of the employer provide to the contrary*. In this regard, it is acknowledged that with regard to non-industrial disability retirements, it is the rule and regulation of the City that no employee shall be entitled to use or receive cash distribution of sick leave on or after the effective date of said retirement and that any such retirement shall be effective regardless of the employee having sick leave remaining in the employee's account. Additionally, it is acknowledged that with regard to individuals suffering from an industrial disability and/or being granted an industrial disability retirement, that the following sick leave rules and regulations shall apply:
1. In any instance where the local safety member has exhausted eligibility for benefits pursuant to Labor Code Section 4850, but is not eligible for disability retirement at said time, yet remains incapacitated from performance of the essential duties of the employee's position, then the employee shall exhaust all accrued leave during the period of continued disability. In no case shall any such distribution during one pay period exceed the gross salary to which the employee would otherwise be entitled during said pay period.
 2. However, if said employee is eligible for an industrial disability retirement prior to exhaustion of benefits under Labor Code Section 4850 or simultaneous with the same, and still has accrued but unused sick leave, then the retirement shall still become effective and the safety employee shall be provided a one-time cash distribution of the employee's sick leave balance as it existed on the effective date of the industrial disability retirement in accordance with any eligible sick leave cash-out schedule contained in this Article 12. Further, said employee shall then be paid the cash value of accumulated vacation and holiday. Said payment shall be paid in one lump sum with the employees' final paycheck.
- G. Upon accumulation of 500 sick leave hours, an employee may elect to cash-out up to ninety-six (96) hours accumulated sick leave, as long as the employee's account contains at least 500 hours after the cash out. Any such cash-out shall be at 75% value (e.g., 96 hours cash-out = 72 hours pay). Requests for cash-out will be processed the first payroll date following December 1st of each year and shall be submitted in a manner prescribed by the City.
- H. Starting in December of 2019 and the first payroll date following December 1st of each year, each member may elect to cash out sick time annually at 75% value (e.g., 96 hours cash-out = 72 hours pay) Upon accumulation of sick leave hours above the identified levels below, an employee may elect to cash-out accumulated sick leave hours, as long as the employee's account contains the indicated amount after the cash out. Requests for cash-out will be processed and shall be submitted in a manner prescribed by the City.

2019-2020 Fiscal Year

Cash Out Hours: 110

Minimum Sick Hours Maintained: 470

2020-2021 Fiscal Year

Cash Out Hours: 125

Minimum Sick Hours Maintained: 440

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2021-2022 Fiscal Year

Cash Out Hours: 140

Minimum Sick Hours Maintained: 410

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

ARTICLE 13 - BEREAVEMENT LEAVE

Each regular employee may be granted bereavement leave at the discretion of the Chief of Police whenever death occurs to a member of the employee's immediate family. Bereavement leave may not exceed three shifts, however, if travel outside the State of California, or within the State of California but extending beyond a distance of 300 miles from Monterey Park is necessary, bereavement leave may be extended to a total of five shifts. Shifts of Bereavement Leave are to be charged to an account separate from the employee's sick leave account.

Immediate family, for the purpose of bereavement leave, shall include: spouse, registered domestic partner, father, father-in-law, mother, mother-in-law, child, son-in-law, daughter-in-law, stepchild, grandparents, grandchildren, brother(s) brother-in-law, sister(s) or sister-in-law of the employee.

ARTICLE 14 - MILITARY LEAVE

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

ARTICLE 15 - JURY DUTY

An employee of the City who is required to participate as a juror or required to participate in the jury selection process, shall, each fiscal year, continue to receive full salary and benefits for all shifts the employee is regularly scheduled to work which occur for the ten calendar days from and including the first day the employee is required to report for jury service and is engaged in such activities. Compensation shall extend beyond ten (10) days only upon provision to the City of a certified court document showing that trial counsel and/or the court estimated the trial for which an employee has been selected as a juror, to be of ten (10) or more days in duration.

ARTICLE 16 - LEAVE OF ABSENCE WITHOUT PAY

Except as modified herein, Leave of Absence shall be governed by Personnel Rule ~~800.XI~~. Attendance and Leaves, Sec. 810.9-4 Leave of Absence, of the Personnel System Rules and Regulations of the City of Monterey Park.

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

No such leave shall be effective except upon written request of the employee following exhaustion by the employee of all accrued paid leaves of absence (except sick leave - see below), including but not limited to vacation and holiday. If the non-paid leave of absence is solely attributable to a medical condition, which would allow the employee to utilize accumulated sick leave, then, said sick leave shall be exhausted prior to the granting of any leave without pay status. Additionally, any such employee on a non-paid leave of absence pursuant to FMLA/CFRA shall be required to use sick leave concurrently with said leave only if the leave is for the employee's own serious condition.

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

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

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

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

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

ARTICLE 17 - FMLA/CFRA COMPLIANCE

It is the stated intent and policy of the City that should any provision within a Memorandum of Understanding, these rules and regulations, or any other policies or procedures adopted by the City or any of its subdivisions be in violation of the California Family Rights Act and/or the Federal Family and Medical Leave Act of 1993, then such provision is null and void.

ARTICLE 18 - INDUSTRIAL INJURY AND ILLNESS LEAVE

- A. Except as modified herein, Industrial Injury and Illness Leave shall be governed by Personnel Rule XI, Section 4a, Industrial Injury and Illness Leave of the Personnel System Rules and Regulations of the City of Monterey Park and state law.
- B. An employee who is absent due to an Industrial Injury for an extended period of time will be considered to be on a Monday through Friday 0800 hours – 1700 hours schedule. The employee shall not be required to be at any specific location during this time period, however, must be available by cell phone.

ARTICLE 19 - MODIFIED DUTY

- A. Subject to the exceptions described below, modified duty shall be made available only to those individuals suffering from an industrial injury. Non-industrial disabilities related to pregnancy, shall result in the subject employee being eligible for modified duty subject only to the criteria of Section B and Section C, subsections 1-6 as described below.
- B. It is the policy of the City to return work related injured or ill employees to work as quickly as is medically feasible. Every effort will be made to make "modified work" available to industrially injured employees who are not medically ready to return to full duties, but are able to perform light or modified duties without the likelihood of aggravating the injury. "Modified work" is defined as the performance of limited job tasks, which do not encompass all of the essential duties for that particular job class. "Modified duty" shall only be made available until the employee's condition becomes "permanent and stationary" or reaches maximum medical improvement under the prevailing workers' compensation statute and in no case shall extend beyond the statutory benefit period afforded under Labor Code Section 4850 for safety personnel. "Modified duty" shall not be considered a reasonable accommodation since the essential duties for the job are not taken into consideration.
- C. Modified duty may be allowed only if all of the following conditions are met:
 - 1. The Police Chief determines that he/she has productive work available, which is within the work restrictions imposed by the qualified medical specialist. Any such decision by the Police Chief shall not be subject to administrative or court challenge;
 - 2. The Risk Manager concurs that such work will not impose an unacceptable level of risk to the City or the employee; and
 - 3. The City Manager concurs that the modified work assignment of the named employee is in the best interests of the City.

4. The determination of availability of a modified work assignment shall be made on a case-by-case basis and at the sole discretion of the City;
5. No modified duty assignment shall be made prior to conditions 1-3 being met;
6. There shall be no appeal of any decision, which results in no assignment of modified duty being made.

D. Non-Industrial Modified Duty

1. In addition to the above, non-industrial modified duty may be assigned when the following additional criteria are met (pregnancy disability not subject to the restrictions described below):
 - a. Employee meets all the criteria as stated in Section C of this article.
 - b. Employee receives a medical release from the designated City doctor that modified duties may be performed.
 - c. The prognosis is for the injury/illness to exceed 2 weeks (14 days).
 - d. The employee is released to work at least half a full shift (either 5/8 or 4/10 schedule)
 - e. The employee's schedule is to be determined at the sole discretion of the Chief of Police. The Chief's determination shall not be subject to any administrative or court challenge.
 - f. Modified duty is intended to be temporary and therefore modified duty for non-industrial injury/illness shall not exceed 30 calendar days in a rolling twelve-month period. With a physician's note that indicates medical improvement but continued work restrictions, the Police Chief may agree to extend the modified duty for an additional thirty (30) day period.
 - g. An individual on non-industrial modified duty may be assigned to any Division of the Police Department or any Department of the City.
 - h. No more than one individual may be assigned non-industrial modified duty at any one time unless it is determined at the sole discretion of the Chief of Police that sufficient work exists to accommodate more than one individual. The Chief's determination shall not be subject to any administrative or court challenge.
 - i. No individual may be assigned, or continue to be assigned, non-industrial modified duty if there is any officer assigned modified duty for an industrial injury unless it is determined at the sole discretion of the Chief of Police that sufficient work exists to accommodate more than one individual. The Chief's determination shall not be subject to any administrative or court challenge.
 - j. At all times, industrially injured individuals shall have precedence for modified duty assignments over non-industrial injured individuals.

ARTICLE 20 - UNIFORM ALLOWANCE

The uniform allowance shall be ~~one thousand dollars~~~~seven hundred and twenty-five dollars~~ (\$1,000.00~~725.00~~) per year and shall increase to \$1,000 effective July 8, 2023. The employees will receive cash payment for the uniform allowance the first full pay period after July 1. 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) and shall be reported in equal amounts per pay period, regardless of when used by or paid to the employee.

ARTICLE 21 - MEDICAL INSURANCE

A. Medical Insurance (Active Employees)

Employees will receive insurance coverage through CalPERS under the California Public Employees' Medical and Hospital Care Act (PEMHCA). The City's contribution toward medical insurance under PEMHCA will be the minimum employer contribution (MEC) required by PEMHCA ~~(in 2023 the MEC is \$151/month).~~

B. Retiree Medical Insurance

1. Employees Hired On or After January 1, 2016

Employees who are hired into City service on or after January 1, 2016 and retire from the City, will be eligible for medical insurance provided by PEMHCA and the City will contribute the minimum employer contribution (MEC) as required under PEMHCA. ~~For 2023, this amount is \$151 per month.~~ PEMHCA determines the amount annually and therefore, this is subject to change.

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

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

- a. If the employee retired from City employment with less than 20 years of City service, and remains enrolled in PEMHCA in retirement he/she/they 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/they 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

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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 thirty (\$30) 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.

The City's contribution to the Cafeteria plan for active employees is a total monthly contribution of one thousand ~~nine hundred and ninety-five dollars~~ ~~four hundred and seventy dollars~~ (\$1,995.00 ~~1,475~~). Effective the first pay date in December 2025, the City's contribution will be up to \$2,100.00 per month. Effective the first pay date in December 2026, the City's contribution will be up to \$2,250.00 per month. Effective the first pay date in December 2027, the City's contribution will be up to \$2,400.00 per month. Should the City provide a greater cafeteria benefit contribution toward any other City employee group for the same term of July 1, 2025 to June 30, 2028, the contribution for the unit employees shall be increased to such greater amount.

The City's contribution will be in addition to ~~include~~ the PEMHCA MEC ~~(\$151 per month for 2023)~~ toward the medical plan and the balance may be used for other eligible expenses. Eligible expenses include: (1) medical insurance premiums, (2) dental insurance premium, (3) 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 ~~\$600.00~~ ~~300~~ /month in cash to the employee. In order to receive the opt-out incentive, the employee must annually certify that he/she has medical insurance coverage in a group plan (other than Covered California) that provides minimum essential coverage under the Affordable Care Act for the employee and all members of his/her their tax family.

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

F. AFFORDABLE CARE ACT REOPENER

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

ARTICLE 22 - MEDICAL & DEPENDENT CARE FLEXIBLE SPENDING ARRANGEMENT

Effective January 1, 2018, the City will offer a voluntary medical and dependent care flexible spending account to employees. The City will pay the administrative fee for the plans and the employee will be responsible for individual account fees.

ARTICLE 23 – RETIREE HEALTHCARE TRUST

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

ARTICLE 24 - LIFE INSURANCE PLANS

- A. Life Insurance - The amount of life insurance provided to Police Captains shall be \$100,000.
- B. Supplemental Life Insurance may be purchased by each employee in \$10,000 increments with a maximum face value of \$300,000, or three times (3X) the individual's gross salary, whichever is less. Any premium cost for supplemental insurance shall be borne by the employee.

ARTICLE 25- EDUCATIONAL INCENTIVE PAY

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

- A. ~~6.0% of base salary~~ ~~\$275.00~~ additional compensation per month ~~(increasing to 6% of base salary effective July 8, 2023)~~ 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. ~~7.0% of base salary~~ ~~\$325.00~~ additional compensation per month ~~(increasing to 7% of base salary effective July 8, 2023)~~ 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. If an employee possesses both a Bachelor's and a Master's the employee will be compensated a maximum of 7% of base salary per month.
- ~~C.D. \$475.00 compensation per month for a Management POST Certificate.~~

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

ARTICLE 26 - EDUCATIONAL ENROLLMENT COST REIMBURSEMENT

Educational costs shall be limited to two thousand dollars (\$2,000) annually per unit member for eligible reimbursement expenses as defined within this Article.

The City agrees to reimburse employees for the cost of enrolling in college-level courses in an academic institution accredited by the Western Association of Schools and Colleges or an accrediting organization recognized by the Council of Post Secondary Education directly related to their employment, or compatible with a career goal with the City. Enrollment cost reimbursement is subject to approval by both the Chief of Police and the Director of Human Resources and Risk Management. In rendering a reimbursement determination, the Chief of Police and the Director of Human Resources and Risk Management shall consider whether or not the course(s) for which the reimbursement is sought is related to the employee's then existing principal duties and the availability of funds for reimbursement purposes.

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

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

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

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

ARTICLE 27 - SALARIES AND WAGES

A. -Effective July 5, 2025, the salary range for the –classification of Police Captain shall be increased by an equity adjustment of 3.3%, plus a cost of living adjustment (“COLA”) increase of 2.07.0%, for a total increase to the salary range of 10.3%. Effective the first full pay period after July 1, 2026, the salary range shall be increased by a 3.0% COLA. Effective July 1, 2027, the salary range shall be increased by a 3.0% COLA.

~~Existing salary steps are eliminated and replaced by the new range. Effective July 8, 2023, a~~ All new unit members shall be placed on the salary range to ensure that the total of the following: base salary, education

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pay, special pay and longevity pay, is 5% higher than the maximum that a top step lieutenant could receive for those same compensation items.

B. Merit Advancement:

1. MPPCA members are eligible for a merit increase not to exceed 5% at their normally scheduled annual evaluation until they reach the maximum of the salary range. Unit employees who receive a “meets standard” or above rating receive a 5% merit increase not to exceed the maximum of the salary range. Unit employees are eligible to receive the COLA each year for the term of the agreement and an annual merit increase.
2. Performance evaluations and consideration of merit adjustments shall be due annually on the employee's anniversary of the probationary appointment to his/her/their 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 (if eligible) shall be made retroactive to the employee's anniversary date.
3. Recommendations for salary range advancement or denial of salary range advancement 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.
4. 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 1000 - Discipline.

C. ~~Longevity Pay~~ – ~~The City will provide a longevity pay to be paid each pay period at the following noncumulative amounts to unit employees based on their years of full-time City service in addition to prior full-time sworn law enforcement service with another public agency (must provide proof) as follows:~~ Effective July 8, 2023, the City will provide a monthly longevity payment of two hundred dollars (\$200) per month upon completion of fifteen (15) years of continuous service, three hundred (\$300) per month upon completion of twenty (20) years of continuous service, and four hundred and fifty dollars (\$450) per month upon completion of twenty five (25) years of continuous service.

<u>7 years to completion or 9 years</u>	<u>7.0% base salary per month</u>
<u>10 years to completion of 14 years</u>	<u>7.0% base salary per month plus \$100.00/month</u>
<u>15 years to completion of 19 years</u>	<u>7.0% base salary per month plus \$200.00/month</u>
<u>20 years+</u>	<u>7.0% base salary per month plus \$300.00/month</u>

C. ~~Salary Range Advancement~~

Advancement within the salary range shall be subject to the terms and conditions as set forth herein, except as inconsistent with the conversion from salary steps to a salary range:

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 within the salary range may occur at intervals of no less than one year. Employees remain eligible for up to 5% merit increases with their annual evaluation until they reach the top of the salary range.~~
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 salary range advancement or denial of salary range advancement 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.~~

Commented [CT1]: Moved under Merit Advancement section.

ARTICLE 28- RETIREMENT

A. Retirement Benefits - Retirement Benefits as provided in contract, dated November 1, 1952, with

the Public Employees' Retirement System and as follows:

1. Effective July 1, 1995, PERS "2% @ 50" formula Retirement Plan;
2. Effective June 24, 1989, "Single Highest Year" option;
3. Effective March 20, 1976, "Post Retirement Survivor" option;
4. Effective May 8, 1999, "1959 Survivor's Benefit" - Level 4;
5. Effective August 18, 2001, "3% @ 55" formula Retirement Plan;
6. Effective November 1, 2003, Military Service Credit as Public Service.

- B. All employees who are classic members under the Public Employees' Retirement Law shall pay 9% of compensation earnable as the employee contribution to CalPERS.
- C. Employees who are classic members have the retirement formula that existed with the City on December 31, 2012, 3%@55 with single highest year for final compensation (Tier 1).
- D. Employees who are 'New Members' as defined by the California Public Employees' Pension Reform Act of 2013 (PEPRA) (e.g., an employee hired on or after 1/1/2013 who has never been a CalPERS member or member of a reciprocal system or who has had a break in CalPERS service of at least 6 months or more) will constitute a second tier and be subject to all the applicable PEPRA provisions, which include but are not limited to the following retirement benefits:

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

- E. Cost-Sharing
Classic Employees:

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

'New Member' Employees:

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

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

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

contributions toward retirement. The parties agree to complete the contract amendment process. Cost sharing will begin as noted above.

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

ARTICLE 29- RETIREMENT HEALTH SAVINGS PLAN

- A. The intent of the Retirement Health Savings Plan ("RHSP") is to help participants pay eligible medical expenses during retirement using tax-deferred funds.
- 1) Eligible expenses include retiree health plan premiums, Medicare premiums, long-term care premiums, and out of pocket health expenses.
- B. The City agrees to contribute the dollar equivalent of 4 hours per month of Sick Leave to the unit member's RHSP account. These contributions will be made for each calendar month of an employee's active City service. The employee's annual Sick Leave accrual will be reduced by 4 hours monthly.
- C. Contributions to the RHSP are 100% vested.
- D. 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).
- E. Participants are allowed to self-direct all account assets into one or more of the investment options available within the RHSP.
- F. The RHSP shall provide for benefits to be paid to all unit employees after such 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.
- G. Unit employees, whether active or ~~terminated~~ separated, may not transfer their RHSP account to a similar plan not sponsored by the City.
- H. 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-rata basis.
- I. 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.
- J. 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 B above do not change. Any change shall not affect any contributions that have vested under Section C above.
- K. Each member has an option to use Sick Leave bank hours in accordance with Article 12 (H) for sick leave cash out. Employees are eligible to cash out sick leave hours at 75% cash value, vacation leave

hours, and/or holiday hours to deposit up to 300 hours of leave on behalf of each employee in the unit in their RHSP account (i.e. 300 hours sick leave hours is equivalent to 225 cash hours). If the total of the balance from all 3 leave banks is less than 300 hours, then only the value of the total number of leave hours available (even if less than 300) shall be deposited on behalf of that employee in their RHSP account. This is a one-time contribution. In no event shall this contribution exceed any IRS contribution limits. Ongoing contributions shall continue per Article 29 (B), subject to any IRS contribution limits. For purposes of this provision, all leave hours shall be valued at base hourly rate as of October 2, 2025.

ARTICLE 3029- 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 3130 - 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. Effective July 8, 2023, the City will contribute a matching up to one and one-half percent (1.5%) of base salary per month, but under no circumstances shall exceed the contributions limitations of Internal Revenue Code section 401(a) and related regulations and guidance.

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

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

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

3-year Catch-up Plan:

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

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

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

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

ARTICLE 3231 - 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 3332 - 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 3433 - TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be in effect for an initial term commencing July 1, ~~2025~~2023 and ending June 30, ~~2028~~2025 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 3534 - 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 17th 2nd-day of ~~September~~August, ~~2025~~2023.

MONTEREY PARK POLICE CAPTAINS UNIT

CITY OF MONTEREY PARK

By: _____
Bill Cuevas, Captain
Monterey Park Police Department

By: _____
Inez Alvarez, ~~Interim~~ City Manager

By: _____
Gustavo Jimenez, Captain
Monterey Park Police Department

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

APPROVED BY:

Karl H. Berger, City Attorney

ADDENDUM A

City of Monterey Park
Police Captains' Unit

Effective July 5, 2025: 2.0% COLA

<u>Job Classification</u>	<u>Range</u>	<u>Minimum</u>	<u>Maximum</u>
<u>Police Captain</u>	<u>5</u>	<u>\$17,121</u>	<u>\$19,688</u>

Effective July 4, 2026: 3.0% COLA

<u>Job Classification</u>	<u>Range</u>	<u>Minimum</u>	<u>Maximum</u>
<u>Police Captain</u>	<u>5</u>	<u>\$17,634</u>	<u>\$20,279</u>

Effective July 3, 2027: 3.0% COLA

<u>Job Classification</u>	<u>Range</u>	<u>Minimum</u>	<u>Maximum</u>
<u>Police Captain</u>	<u>5</u>	<u>\$18,163</u>	<u>\$20,887</u>

Effective July 8, 2023:

<u>Job Classification</u>	<u>Range-5</u>	<u>Minimum</u>	<u>Maximum</u>
<u>Police Captain</u>	<u>5</u>	<u>\$16,785</u>	<u>\$19,302</u>

3.5% Effective January 1, 2022

2021-2022 SALARY TABLE

<u>Job Classification</u>	<u>Range</u>	<u>Step-1</u>	<u>Step-2</u>	<u>Step-3</u>	<u>Step-4</u>	<u>Step-5</u>
<u>Police Captain</u>	<u>5</u>	<u>—13,005</u>	<u>—13,663</u>	<u>—14,356</u>	<u>—15,083</u>	<u>—15,836</u>

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

2022-2023 SALARY TABLE

<u>Job Classification</u>	<u>Range</u>	<u>Step-1</u>	<u>Step-2</u>	<u>Step-3</u>	<u>Step-4</u>	<u>Step-5</u>
<u>Police Captain</u>	<u>5</u>	<u>\$13,785</u>	<u>\$14,483</u>	<u>\$15,217</u>	<u>\$15,988</u>	<u>\$16,786</u>

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City Council Staff Report

Date: September 17, 2025
Agenda Item Number: 9.F.

To: The Honorable Mayor and City Council
From: Christine Tomikawa, Human Resources/Risk Management Director
Subject: Resolution approving successor Memorandum of Understanding between the City and the Monterey Park Firefighters' Association ("MPFFA") for the term of July 1, 2025 to June 30, 2027.

Recommendation:

It is recommended that the City Council consider:

1. Adopting Resolution approving successor Memorandum of Understanding ("MOU") between the City of Monterey Park and the Monterey Park Firefighters' Association ("MPFFA"); and
2. Taking such additional, related, action that may be desirable.

Executive Summary:

The City of Monterey Park representatives ("City") met with the MPFFA representatives to meet and confer in good faith to negotiate the terms and conditions of a successor MOU. The parties reached agreement to be approved by the City Council for a term effective July 1, 2025 to June 30, 2027.

Background:

MPFFA's current MOU expired on June 30, 2025. The MPFFA membership ratified the July 1, 2025 to June 30, 2027 successor MOU. The City and MPFFA have agreed to the following:

- Term - two-year agreement - July 1, 2025 to June 30, 2027.
- Base salary increase - 4.0% cost of living adjustment ("COLA") to base salary effective August 16, 2025 and 4.0% COLA to base salary effective the first full pay period after July 1, 2026.
- Article 16 Health Insurance - Cafeteria plan increase effective August 16, 2025 up to \$1,995.00 per month and effective the first pay date in December 2026, increase up to \$2,175.00 per month. Increase in monthly opt-out medical insurance for those who waive medical insurance coverage.
- Article 24 - Paramedics - effective August 16, 2025, Firefighters assigned to paramedic duties will be paid 15% of monthly base salary.

- MOU language modification.

Strategic Plan Goal:

This action supports the City Council's Strategic Plan Goal of maintaining stability of the City's Human Resources by strengthening workforce recruitment and retention.

Fiscal Impact:

The estimated cost for the MPFFA MOU is \$343,883 for Fiscal Year 2025-2026 and \$277,496 for Fiscal Year 2026-2027. MOU costs will be budgeted appropriately. This amount will be paid by the City's General Fund.

Attachments:

1. Monterey Park Firefighters' Association MOU Resolution
2. Exhibit A - Monterey Park Firefighters' Association MOU redline

ATTACHMENT 1

Monterey Park Firefighters' Association Resolution

RESOLUTION NO. ____

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEARS 2025-2027 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK FIREFIGHTERS' ASSOCIATION.

THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1: City representatives, approved by the City Council, and representatives from the Monterey Park Firefighters' Association ("MPFFA") met and conferred regarding wages, hours and other terms and conditions of employment for contract years 2025-2027.

SECTION 2: Following such negotiations, the representatives drafted a successor Memorandum of Understanding ("MOU") for fiscal years 2025-2027. A copy of that MOU is attached as Exhibit "A," and is incorporated by reference.

SECTION 3: Following a vote of its membership, MPFFA informed the City that its members had ratified the MOU.

SECTION 4: After reviewing the MOU, the City Council adopts the MPFFA MOU for fiscal years 2025-27, which is attached as Exhibit A and incorporated by reference, finds that it is in the public interest to approve it retroactively effective July 1, 2025 and authorizes the . ~~Accordingly, the~~ City Manager ~~is authorized~~ to execute the MOU in a form approved by the City Attorney.

SECTION 5: Severability. If any part of this Resolution or its Application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

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

SECTION 7: Effective Date. This Resolution will become effective immediately upon adoption.

SECTION 8: Electronic Signatures. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

Staff Report
September 17, 2025

SECTION 9: The Mayor, or presiding officer, is authorized to affix its signature to this Resolution signifying its adoption by the City Council, and the City Clerk, or its duly appointed deputy, is directed to attest.

PASSED AND ADOPTED this ____ day of _____, 2025.

Elizabeth Yang, Mayor

ATTEST:

Maychelle Yee, City Clerk

APPROVED AS TO FORM:
Karl H. Berger, City Attorney

By: _____
Justin A. Tamayo, Assistant City Attorney



MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF MONTEREY PARK

And

THE MONTEREY PARK FIREFIGHTERS' ASSOCIATION

(JULY 1, ~~2025~~2023 – JUNE 30, ~~2027~~2025)

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MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF MONTEREY PARK
And
THE MONTEREY PARK FIREFIGHTERS' ASSOCIATION
(48 Month Agreement: July 1, ~~2025~~2023 – June 30, ~~2027~~2025)

PREAMBLE

This Memorandum 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 Firefighters' Association, hereinafter referred to as the "Recognized Employee Organization," have reached this Memorandum of Understanding pursuant to meeting and conferring in good faith.

ARTICLE 1 - SCOPE OF REPRESENTATION

- A. The wages, hours and working conditions specified in this Memorandum shall constitute the wages, hours and working conditions for the term of this Agreement.
- B. This agreement may be expanded further by the addition of provisions involving mandatory subjects of negotiations from 1) the City Personnel Rules and Regulations, 2) the Fire Department Rules and Regulations, and 3) the disciplinary procedures. Representatives of the City and the Recognized Employee Organization will meet as necessary to identify the above provisions and redraft them, if necessary, for incorporation into this Memorandum of Understanding. Upon completion of the committee review process, the negotiating parties will meet and attempt to agree upon the new provisions. Any agreements will be incorporated thereafter by reference into this Memorandum of Understanding. If no agreement is reached, the status quo will be continued, and there will be no incorporation into the M.O.U.

ARTICLE 2 - RECOGNITION

- A. The Monterey Park Firefighters' Association is hereby recognized as the exclusive Recognized Employee Organization for those employees occupying the job classifications of Firefighter, Fire Engineer, and Fire Captain.
- B. The City acknowledges the Recognized Employee Organization 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.
- C. This Memorandum does not preclude employees in such employment classifications from representing themselves individually in their employment relations with the City.

ARTICLE 3 - CITY RESPONSIBILITIES AND RIGHTS

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 Memorandum, 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 promote or lay off employees for lack of work and for all other legitimate reasons; to suspend, discipline or discharge for just cause; to determine and change methods or operations; to determine and change, at its sole discretion, the number of locations, relocations and types of operation and the processes and materials to be employed.

ARTICLE 4 - EMPLOYER AND/OR EMPLOYEE RELATIONS

- A. During the life of this Memorandum, all employees as described above in Article 2, Section A, shall have the right to join the Recognized Employee Organization, or to refuse or refrain from joining said organization.
- B. Members of the Recognized Employee Organization may, by any reasonable method, select six (6) 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 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. Deductions as authorized by the employees shall be deducted from earned wages or salaries each pay period. The City shall forward to the Recognized Employee Organization during the succeeding week all dues and/or initiation fees deducted from the employees.
- D. The Recognized Employee Organization 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 foregoing provisions as set forth in Section C above.
- E. The Recognized Employee Organization representatives, while on City property, shall abide by the City's safety rules and regulations.
- F. Such individuals, after being excused from their regularly 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 Memorandum.

- G. Said employee or employees, if on duty, shall be paid for such reasonable time by the City at the employee's regular 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 the Recognized Employee Organization and the Employee Representatives shall be furnished to the City immediately after their designation and the Recognized Employee Organization 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:

- A. Recognized Employee Organization recreational and social activities.
- B. Recognized Employee Organization election notices and results.
- C. Recognized Employee Organization meetings and events.
- D. Such other notices as may be mutually agreed upon by the Recognized Employee Organization and the Fire Chief or representative.
- E. No information shall be placed upon a Fire Station bulletin board if it contains personal attacks upon any City employee or representative.

ARTICLE 6 - CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

- A. The Recognized Employee Organization hereby agrees that during the term of this Memorandum, the employees of the City, as set forth in Article 2, Section A, the officers and/or agents of the Recognized Employee Organization 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 the work of the City.
- B. In the event any employee, or employees, participate in any such activities as set forth above, the Recognized Employee Organization 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 the Association or an Association member that a specific term of the MOU has been violated.
2. Disciplinary action consisting of one work shift suspension or less (or the money equivalent to such action) shall not be subject to arbitration and shall be resolved at Level III. The City Manager appeal shall not be an evidentiary hearing and shall follow the procedures for conducting a Skelly hearing. However, in any case where an employee is subject to two or more 1-work shift suspensions in any twelve consecutive month period, then the second such suspension and any thereafter within a twelve consecutive month period shall be subject to arbitration in the same manner as are other arbitrable disciplinary matters.
3. Except as provided above, a "disciplinary grievance" 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 which is not defined as disciplinary action by Rule ~~1000~~^{XV} of the City 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 MOU Section C (4) Level IV, Arbitration.

4. Disputes regarding jurisdiction (grievability of an issue) shall not be subject to resolution by the grievance procedure and instead, are subject to resolution by the Public Employment Relations Board.
5. A "grievant" is any unit member or Recognized Employee Organization on behalf of specified unit members adversely affected by an alleged violation of the specific provisions of this Memorandum, or a punitive disciplinary action.
6. 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. Until final disposition of a grievance, the grievant shall comply with the directions of the grievant's immediate supervisor.
2. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
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

Recognized Employee Organization. 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.

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 adjusted without the intervention of the Recognized Employee Organization, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Memorandum; provided that the City shall not agree to a resolution of the grievance until the Recognized Employee Organization 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 Recognized Employee Organization, which may include the attorney of the Recognized Employee Organization.
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

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 immediate supervisor 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 render the grievance null and void. The immediate supervisor 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 immediate supervisor.

2. Level II - Formal Written Grievance

- a. If the grievance is not settled during the informal conference and the

grievant wishes to press the matter, the grievant shall present the grievance in writing on the appropriate form to the Fire 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, 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 immediate supervisor's 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 the 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 the Recognized Employee Organization for arbitration of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, the Recognized Employee Organization shall inform the City, in writing, of its intent to arbitrate. The Recognized Employee Organization 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 lot.
- 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 the Recognized Employee Organization 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 Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement 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 Agreement. 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 has 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 shall be shared equally by the City and the Recognized Employee Organization. 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 parties.
- 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 of competent jurisdiction.

ARTICLE 8 - VACATIONS AND HOLIDAYS

I. PREAMBLE

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. The maximum vacation accrual is 312 hours.
2. With the approval of the 2011-12 MOU, employees with existing vacation hours had hours placed in Vacation Bank No. 1. No additional hours accrue to Vacation Bank No. 1.

At the same time, Vacation Bank No. 2 was established. Vacation accrual from the establishment of Vacation Bank No. 2 was placed in Vacation Bank No. 2 with a maximum accrual cap of 312 hours.

3. Once the vacation hours in Bank No. 2 reach 312 hours, additional vacation (above the maximum) 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 would have been earned.
4. Vacation usage or cash out in accordance with this Article shall first be deducted from Bank No. 2.
5. Effective July 1, 1994, every full time sworn member of the Fire Department shall accrue vacation with pay as follows:

<u>Commencement of Year of Service</u>	<u>Accrual Rate</u>
0 through and including 7	6 shifts per year
8 through and including 9	7 shifts per year
10 through and including 13	9 shifts per year
14 through and including 15	10 shifts per year
16 through and including 17	11 shifts per year
18 through and including 19	12 shifts per year
20 plus	13 shifts per year

6. Sworn Fire Members assigned to a twenty-four hour shift may, annually during any fiscal year, elect to cash out up to 8 shifts (192 hours) of vacation time. The effective date(s) of any such cash-out to be determined by the employee.

Beginning in December 2022, and each December thereafter, employees may irrevocably choose in writing, on a form available from the Human Resources Department, to cash ~~out~~ up to 8 shifts (192 hours) that are to be accrued and remaining unused in the following calendar year. Vacation balances rolled over from prior calendar years are not eligible for cash out. Regardless of the

number of hours irrevocably elected for cash out, the cash out will only be made from hours accrued during the calendar and not otherwise used for time off or otherwise by the employee at the time of the cash out. Cash outs shall be paid in December of each year.

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

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

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

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

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

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

- Accident, illness, injury or death of the employee or an immediate family member. For this purpose, an "immediate family member" is restricted to a spouse, registered domestic partner, child/legal dependent, or parent; or
- Loss of extensive damage to the employee's property due to casualty; or
- Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.

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

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

B. HOLIDAYS

1. ~~Effective upon implementation of the 2004-06 MOU,~~ Association members shall commence accruing twelve (12) holiday hours per month. Any holiday time accrual above twenty-four (24) hours shall be automatically cashed out as part of the first pay period following December 1st of each year.

Use of said holiday time ~~shall be~~ governed by Article 8(c) of this MOU.

2. Association members work in positions that require scheduled staffing without regard to regular holidays, and therefore are normally required to work on regular holidays. Accordingly, the twelve holiday hours per month are provided as additional compensation in lieu of specific holidays off. The City's regular holidays are:

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<u>New Year's Day</u>	<u>Veteran's Day</u>
<u>Martin Luther King Jr.'s Birthday</u>	<u>Thanksgiving Day</u>
<u>President's Day</u>	<u>Day after Thanksgiving Day</u>
<u>Memorial Day</u>	<u>Christmas Eve (Dec 24)</u>
<u>Independence Day</u>	<u>Christmas Day (Dec 25)</u>
<u>Labor Day</u>	<u>New Year's Eve Day</u>

C. Approval to use Vacation and Holiday Time remaining in Vacation and/or Holiday banks

1. Unless otherwise approved in writing by the Fire Chief and/or his/her designee, 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 two captains, two engineers, two firefighter/paramedics, and two firefighters assigned to a shift (a total of eight personnel) be authorized to utilize said leave during all or part of the same shift date(s). Where request to utilize said leave exceeds the per shift/classification numbers described in this paragraph, then the request filed earlier shall have priority. In cases where requests are filed simultaneously, priority shall be given to the most senior (in total service) applicant.

ARTICLE 9 - 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 appointing authority at any time after 30 days of employment, at the rate of twelve hours for each full calendar month of continuous employment with the City, including time served in probationary status.

Effective the pay period that includes January 1, 2019, 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 (48) hours at regular rate of pay to be used for a new Retiree Health Savings Plan (see Article 17, ~~page 16~~ for the Retiree Health Savings Plan). The forty-eight (48) hour contribution shall be prorated at the rate of four (4) hours per month.

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

1. 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

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.

- C. Light Duty Eligibility - Subject to the one exception described herein, light duty (modified duty) shall be made available 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 light (modified) duty.
- D. In those instances where an employee had accumulated sick hours on or before implementation of the 2011-2012 MOU, the employee was subject to two (2) separate sick leave banks. The first sick leave bank (Bank No. 1) shall consist of the total number of sick hours accrued on or before implementation of the 2011-2012 MOU. The number of sick hours contained within Bank No. 1 shall not increase.
- E. Concurrent with creation of Bank No. 1 above, there shall be created a second sick bank (Bank No. 2) that shall have a balance of zero (0) at its inception. Sick hours accumulated on or after implementation of the 2011-2012 MOU shall be deposited in Bank No. 2 but in no case shall said accumulation in Bank 2 exceed 800 hours.
- F. Sick usage in accordance with this Article shall first be deducted from Bank No. 2.
- G. The employee shall notify the on-duty ~~Battalion Division~~ Chief or his/her/~~their~~ designee at least one hour before the beginning of the assigned shift, or when the need for leave is foreseeable. When absence is for more than three consecutive shifts, the employee may be requested to provide the supervisor with a physician's certificate indicating the need for leave. A supervisor may require an employee to submit a physician's statement of illness regardless of the length of an employee's period of absence, if the supervisor has reason to question the validity of the employee's sick leave request.
- H. The City Manager, or designee, may require an employee to submit to a City-paid fitness for duty examination to determine if the employee is able to perform the essential functions of his or her job when there is significant evidence that:
 1. The employee's ability to perform one or more essential functions of his or her job has declined; or
 2. Could cause a reasonable person to question whether an employee is still capable of performing one or more of his or her essential job duties, or is still capable of performing those duties in a manner that does not harm him or herself or others.

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

J. Sick Leave Cash Out

The following sick leave cash out plan shall be implemented:

SICK LEAVE BANK 1:

1. Upon the service or disability retirement of an employee, the City will pay to the employee an amount equal to 33.31% of the individual employee's accumulated sick leave account in Bank 1. Payment will be made at the employee's then current rate of pay.
2. Upon the death of an employee prior to retirement, the City will pay to the employee's designated beneficiary under the City's life insurance program, an amount equal to 33.31% of the employee's accumulated sick leave balance in Bank 1. Payment will be made at the employee's current rate of pay.

SICK LEAVE BANK 2:

Upon the service or disability retirement, an employee with 10 or more year's service may cash out accrued Bank 2 sick leave at the rate of ~~16 hours~~ 16 hours for every one year (12 months) of City service.

- K. Sick Leave Usage:
Employees absent from a partial day due to sick will use one hour for each hour of sick leave to cover the absence. An employee absent from a full shift shall use twenty-four (24) hours to cover all hours of the shift when they were absent.

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 with pay may not exceed the number of shifts required to provide three calendar days off. 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 the number of shifts required to provide a total of five calendar days. If travel of more than 300 miles is not required, the employee may take 2 additional unpaid days off after the three paid days. Shifts of Bereavement Leave are 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, and grandchildren, brother, brother-in-law, sister or sister-in-law or the employee.

ARTICLE 11 - EMERGENCY AND FAMILY SICK LEAVE

- A. An employee covered by this Agreement may be granted emergency sick leave or family sick leave at the discretion of the Fire Chief, or as otherwise required by law, whenever serious illness or other illness occurs to a member of the employee's immediate family.
- B. Emergency and family sick leave will be charged to sick leave rather than vacation.
- C. Immediate family, for the purpose of emergency or family sick leave, shall include: spouse, father, father-in-law, mother, mother-in-law, child, stepchild, grandparents, grandchildren, brother or sister of the employee.
- D. Serious illness, for the purpose of emergency sick leave, shall be defined as an emergency situation, in that the family member -- injured or ill -- requires hospitalization and/or immediate medical attention and treatment by a physician. The employee is expected to make suitable arrangements for the care of the injured or ill family member as soon as practicable following the actual emergency.
- E. Family illness shall be defined as a situation that requires an employee to take care of a family member who is ill or has a scheduled appointment with a health care professional.
- F. Should the need for family leave under the terms of this Article exceed the number of shifts occurring within a seven consecutive calendar day period per occurrence, the employee shall make application for leave under authority of the Family and Medical Leave Act (FMLA) and any continued approval for leave shall be governed by provisions contained therein.
- G. In order to receive compensation while absent on family or emergency sick leave the employee shall obtain prior verbal approval from the Fire Chief or his/her/their authorized representative.

ARTICLE 12 - 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 in Section 395 et. seq. of the Military and Veteran's Code of the State of California.

ARTICLE 13 - 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 less days in duration.

ARTICLE 14 - LEAVE OF ABSENCE

As defined in Rule ~~800~~^{XI}, ~~Leaves of Absences~~^{Attendance and Leaves}, Section ~~810.94~~, Leave of Absence, of the Personnel System Rules and Regulations of the City of Monterey Park, except as modified herein.

- A. When an employee maintains a non-paid employment status, the City shall make no premium or other contributions to insurance coverage except as may be required by law as it, from time to time exists. In such case, the employee shall be required to deposit any and all insurance premiums with the City for remittance by the City to their carrier.
- B. Subject to the requirements of the law, a leave of absence without pay shall not exceed the cumulative total of 180 calendar days during the entire term of an individual's employment, and any such leave of absence without pay shall be preceded by exhaustion of all accrued paid leaves of absence except as noted in Article 16 – Health Insurance, Section III, Long Term Disability. 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 15 - UNIFORM ALLOWANCE

I. STATION UNIFORMS

- A. The uniform allowance shall be eight hundred and six dollars (\$806.00). The City shall continue its credit/retail account program with a retail outlet to be determined by the City. Due to the CalPERS monthly reporting requirement change, the uniform allowance benefit amount will be reported 1/12th per month to CalPERS for “classic” employees and the City and employee shall be debited their respective CalPERS contributions. The employee will be required to use the approved City vendor for the purchases of their indented uniform apparel. The uniform apparel that this uniform allowance represents as follows: Three NFPA approved shirts (with patches) and pants, one NFPA approved jacket (with patches), and one standard belt and buckle.
- B. The City shall replace any station uniform damaged or destroyed as a proximate result of performing the duties of a Firefighter, upon prior approval of the Battalion Chief and in accordance with Fire Department procedures.
- C. 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.

II. SAFETY GEAR

- A. 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
 - 2. Gloves and goggles
 - 3. Helmet

4. Brush jacket
 5. Safety Shoes
 6. Flashlights
 7. Breathing apparatus
 8. Infectious disease protective clothing
- B. Any Unit employee who negligently damages or loses any provided equipment or uniforms shall be subject to disciplinary action.
- C. The City shall enter into a bulk-cleaning contract with a vendor to be selected solely at the discretion of the City.

ARTICLE 16 - HEALTH INSURANCE

A. Medical Insurance for Full-Time Employees (Active)

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 PEMCHA will be the minimum employer contribution ("MEC") required by PEMHCA.

B. 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 dental plan as well as any premium payments for CalPERS Long Term Care which the employee may elect to participate in and pay through payroll deduction.
2. The City's ~~monthly~~ contribution under the Section 125 to the Cafeteria plan for active employees is one thousand four hundred forty-five dollars (\$1,445.00) per month. Effective the pay period after approval of the 2025-2027 MOU, the City's monthly contribution to the Cafeteria plan for active employees will be up to one thousand nine hundred ninety-five dollars (\$1,995.00). Effective the first pay date in December 2025, the City's contribution will be up to \$2,100.00 per month. Effective the first pay date in December 2026, the City's contribution to the Cafeteria plan will be up to \$2,250.00 per month. The Cafeteria plan contribution for active employees is in addition to includes the PEMHCA minimum for employer contribution as identified annually by CalPERS. Should the City provide a greater cafeteria benefit contribution toward any other City employee group for the same term of July 1, 2025 to June 30, 2027, the contribution for the unit employees shall be increased to such greater amount. The PEMHCA minimum for 2023 is \$151 per month.

The City's contribution to the Section 125 Cafeteria plan; ~~the balance may be used for other~~ may only be used for eligible expenses. Eligible expenses include: (1) medical insurance premiums, (2) dental insurance premiums, and (3) vision insurance premiums. 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).

~~The City's contribution to the Cafeteria plan for active employees is a total monthly contribution of one thousand four hundred forty-five dollars (\$1,445 per month). The Cafeteria plan contribution for active employees includes the PEMHCA minimum employer contribution which will be \$151 per month in 2023 and will be adjusted thereafter in accordance with the City's contribution amount set by CalPERS.~~

3. To the extent permitted by law (and CalPERS) employees may continue to enroll in the Local 1014 plan and use the City contribution toward insurance premiums. Employees will be responsible for paying the amount of the total insurance premium that exceeds the City's contribution via the City's Cafeteria Plan (IRC Section 125 Plan).

4. For employees who elect to waive medical insurance from the City (opt out), the City will pay \$300.00/month in cash to the employee. Effective the first pay period after approval of the 2025-2027 MOU, the City will pay \$600.00/month in cash to the employee. The employee must provide proof of enrollment in another group health insurance plan which provides minimum essential coverage. To be eligible, group coverage cannot be obtained through the individual market (whether or not obtained through Covered California) and must be obtained from a previous employer, spouse, registered domestic partner, parent, or due to military/veteran status. An employee must sign an attestation that the employee and each member of the employee's tax family has or will have such minimum essential coverage for the opt-out period. An employee must provide such attestation upon hire, during open enrollment each plan year, or by no later than thirty (3) calendar days after the start of each new plan year. This provision does not apply to employees who purchase insurance through the Local 1014 plan.

5. 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.

B.C. Retiree Medical Benefits Offered to Those Individuals Hired On or Before December 31, 2015

1. Those individuals who were hired on or before December 31, 2015 will be eligible for medical insurance provided by PEMHCA or the Local 1014 plan and receive a City contribution equal to the MEC under PEMHCA (single party and dependent coverage). 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 within this section. Retirees are required to coordinate with Medicare, including the purchase of a Medicare supplement.
2. If the employee retired from City employment with less than 20 years of City service, he/she will receive up to \$346/month toward the purchase of medical insurance (single party and dependent coverage)
3. If the employee retired from City employment with 20 or more years of City service, he/she will receive up to \$411/month toward the purchase of medical

insurance (single party and dependent coverage).

~~C.~~ D. Retiree Medical Benefits Offered to Those Individuals Hired On or After January 1, 2016

1. Employees who are hired into City service on or after January 1, 2016 will not be eligible for the City contribution set forth in section B above. Instead, these individuals will be eligible for medical insurance provided by PEMHCA or the Local 1014 plan and receive a City contribution equal to the MEC provided under PEMHCA (See Section A above).

~~D.~~ E. Group Dental Plan

The City's current contribution to the dental plan for active employees is ninety-five dollars (\$95).

~~E.~~ F. Vision Insurance Plan

The City will pay up to \$20/month for the employee and qualified 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. The deductible shall be \$10.00/exam; \$20.00/frame and lenses

~~F.~~ G. Long Term Disability

The City's contribution is up to twelve dollars (\$12.00) per month per employee toward the Fire Association's existing Long Term Disability Plan known as the California Association of Professional Firefighters-Long Term Disability Plan (Plan Identification Number PN 100-101). Any premium cost in excess of \$12.00 shall be paid solely by the employee; any premium cost less than \$12.00 shall accrue to the City. Approved use of the Long Term Disability Plan shall be preceded by exhaustion of all accrued paid sick leave. The Firefighters' Association will continue to be responsible for the administration of the Plan.

~~G.~~ H. Life Insurance

1. The City provides each employee covered by this Agreement a term life insurance policy in the amount of \$50,000.
2. Additional supplemental insurance may be purchased by the employee in \$10,000 increments up to the lesser of \$300,000 or 3 times the employee's gross salary. Any premium costs for the additional supplemental insurance shall be paid solely by the employee.

ARTICLE 17 – RETIREE HEALTH SAVINGS PLAN

- A. Beginning January 2019, 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.
1. Eligible expenses include retiree health plan premiums, Medicare premiums, long-term care premiums and out of pocket health expenses.
- C. The City agrees to contribute the dollar equivalent of 48 hours annually of unpaid sick time to the Unit employee's 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 equally 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~~).
- D. Contributions to the RHSP are 100% vested.
- E. 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).
- F. Participants are allowed to self-direct all account assets into one of more of the investment options available within the RHSP.
- G. 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.
- H. Unit employees, whether active or terminated, may not transfer their ~~RHSP~~~~RSMF~~ account to a similar plan not sponsored by the City.
- I. 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-rata basis.
- J. 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.
- K. 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 18 - EDUCATIONAL ENROLLMENT COST REIMBURSEMENT

Effective July 1, 2012 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 directly related to their employment, or compatible with a career goal with the City. Enrollment cost reimbursement will be paid according to the following schedule:

Tuition fee reimbursement is established at 100% of tuition costs for attendance at a California State University campus not to exceed the cap of \$2,000 annually. Enrollment cost reimbursement is subject to approval by both the Fire Chief and the Director of Human Resources/Risk Management. In rendering a reimbursement determination, the Fire Chief and the Director of Human Resources/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 Fire Chief and the 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 the Director of Human Resources/Risk Management shall be final. An employee will be reimbursed up to seventy-five dollars (\$75.00) for books each semester or equivalent if he/she is enrolled in six (6) or less units; an employee will be reimbursed up to two-hundred dollars (\$200.00) for books each semester or equivalent, providing he/she is enrolled in seven (7) or more units. Reimbursement shall only be for books required for the course. All requests for reimbursement shall be accompanied by valid receipts.

ARTICLE 19 - EDUCATIONAL INCENTIVE PAY

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

- A. Additional compensation per month of 2% of base salary 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.
- B. Additional compensation per month of 5% of base salary for an employee with a Bachelor's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.
- C. Additional compensation per month of 6% of base salary 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.
- D. The above amounts shall not be cumulative.

- E. In addition, possession of a Company Officers Certification shall allow an employee to be compensated at \$60 per month. Only certification issued by the California State Fire Marshal's Office shall be accepted.
- F. An employee in possession of a Chief Officer certification will be compensated with \$60 per month.

ARTICLE 20 - 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 21 - RETIREMENT BENEFITS

- A. Retirement benefits are provided by the Public Employees' Retirement System (PERS). The 3% @ 55 retirement program for classic employees which ~~includes one~~ includes one year final compensation (single highest year); Level 4 1959 Survivor's Benefit (any resultant CalPERS cost increase designated as constituting employee costs associated with providing Level 4 – Survivor Benefit shall be borne by the employee); Post Retirement Survivor Continuance Benefit; Level 4 – Survivor Benefit; and Military Service Credit as Public Service.
- B. The parties hereto agree that the provisions of this Article are not intended to and shall not constitute a waiver of any rights the Recognized Employee Organization or its members may have in accordance with Monterey Park Municipal Code Section 2.40.040.
- C. "Classic" employees pay their 9% member contribution. Effective the payroll period following January 1, 2019, all "classic" employees will begin paying an additional 3% (for a total of 12%) as cost-sharing of the employer rate.
- 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:

"New Members" will have the retirement formula 2.7% @ 57, three year average, final compensation. New members are required to pay one-half the total normal cost as determined annually by CalPERS. As of July 1, 2018, that contribution is 11.5%

Effective the payroll period following January 1, 2019, "New Members" will contribute no less than a total of 12% toward retirement. The contribution will include one-half the total normal cost and any additional amount up to 12% as cost-sharing of the employer rate should one-half of the total normal cost be less than 12%.

For example, in the pay period following January 1, 2019, “new members” will contribute 11.5% (1/2 the total normal cost) and .5% as cost-sharing, for a total employee contribution of 12%. Should the required contribution for “new members” meet or exceed 12%, “new members” would pay the required contribution as indicated by CalPERS.

E. Cost-Sharing

The parties agree to cost-sharing of the employer retirement rate as noted above. The City will pursue a contract amendment with CalPERS for the cost-sharing portion of employee contributions toward retirement. The parties agree to complete the contract amendment process during the first year of this MOU. Cost share will begin as noted above and will continue regardless of the effective date of the contract amendment with CalPERS.

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.

F. The City may pursue applications for industrial disability retirements for unit members as permitted by law.

G. 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 as regards 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 50 percent of the sick leave balance existing at the time of exhaustion of the Labor Code Section 4850 benefits, 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 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 off. Said payment shall, at the City's option, be paid in one lump sum or in pay period installments not exceeding the gross salary to which the employee would otherwise be entitled during said pay period.

ARTICLE 22 - SALARY AND WAGES

Effective August 16, 2025~~19, 2023~~, the salary ranges for all classifications in this bargaining unit shall be increased by ~~an equity adjustment of 2.8%, plus a cost of living adjustment ("COLA") increase of 4.06.2%, for a total increase of 9%.~~

Effective the first full pay period after July 1, 2026~~2024~~, salary ranges for all classifications in this bargaining unit will be increased by ~~4.03.8%.~~

Longevity:

The City will provide ~~a monthly~~ longevity ~~pay~~ ~~payment to be paid each pay period at the following for the following~~ non-cumulative amounts:

4.5% of ~~the employee's monthly~~ base salary ~~per month~~ after completion of 20 years of continuous safety service at the City; and
9.0% of ~~the employee's monthly~~ base salary ~~per month~~ after completion of 25 years of continuous safety service at the City.

This payment will continue until there is a break of service or a separation of service between the city and the employee. 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).

I. WAGE RATES

A. The salary range for Firefighter, Fire Engineer and Fire Captain shall be as shown in Addendum A.

II. SKILL/ASSIGNMENT PREMIUM PAY

A. **BILINGUAL PAY.** The City shall pay \$150 gross per month to each unit member certified by the City examination process as being capable of verbally interpreting and speaking those languages, including Spanish, Chinese, or any other language certified by the City as appropriate.

B. **Shift Fire Investigator Premium Pay.** Individuals who are regularly assigned as Shift Fire Investigator shall receive \$100 per month special assignment pay for each month so assigned. A maximum of six (6) Firefighters may be selected by the Fire Chief to serve in the capacity of Shift Fire Investigator. Individuals assigned as Shift Fire Investigators will be utilized as Cause & Origin Investigators and will be assigned responsibility for initial cause, origin and effect

investigations at all fire scenes. Selection of individuals to serve as Shift Fire Investigator shall be at the sole discretion of the Fire Chief. Any such assignment is temporary in nature and the individual so assigned may be transferred out of the assignment at any time without cause, without notice, and without the right to any administrative appeal unless one is provided for consistent with Government Code Section 3250 et. Seq. These assignments are intended to be of limited duration to provide for staff development.

- C. Urban Search and Rescue (USAR) Technician Premium Pay. Individuals who are designated as Urban Search and Rescue (USAR) Technician following successful completion of the five required courses, Rescue Systems 1, Rescue Systems 2, Confined Space Operational, Trench Rescue, and Low Angle Rope Rescue Operational or equivalent, and any annual and additional subsequent training requirements, and who are assigned by the Fire Chief to serve as City of Monterey Park designated USAR respondents, shall receive \$100.00 per month special assignment pay for each month so assigned. In addition, USAR technicians who receive Task Force Leader and/or Strike Team Leader certification (must have task book issued) and successfully complete the Heavy Equipment and Rigging Specialist course or Technical Search Specialist course will be eligible for an incentive of \$200 per month. Currently, up to a maximum of eighteen (18) Fire personnel may be selected by the Fire Chief to serve in the capacity of Urban Search and Rescue (USAR) Technician. Effective following Council approval and signed contract, hereinafter for the duration of this contract, five (5) additional Fire personnel may be selected each year by the Fire Chief to serve in the capacity of USAR Technician for a total of thirty-eight (38) personnel.
- D. EMT-D Premium Pay. 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.

III. TRUCK COMPANY ASSIGNMENT

The Company Officer assigned to the Truck shall be required to perform any or all "representative duties" in the class specification for Fire Captain. Additionally, the requirement to perform any or all said "representative duties" shall not constitute a change in terms and conditions of employment or in past practices. Any Company Officer assigned to the Truck shall not be eligible for acting or any other premium compensation unless said individual has also been specifically appointed as an Acting Battalion Chief in accord with this MOU.

ARTICLE 23 - WORK SCHEDULE

The basic work schedule for Fire Suppression personnel is eight 24-hour shifts in a 24-day work period, which amounts to an average of 122 work shifts (24 hour) per year. This Article is intended to be an exception to Article 3.

ARTICLE 24 - PARAMEDICS

- A. Unit members~~Fire Department employees~~ shall be selected for, and be removed from, the paramedic assignment by the Fire Chief. The Fire Chief may seek the advice of a physician medical advisor, on his/her/their qualifications as a paramedic.

- B. Unless good cause is shown on an individual basis, the City shall continue to sponsor Captains and Engineers for Paramedic Certification.
- C. Certified Firefighters assigned to paramedic duties and certified Fire Engineers and Captains shall be paid the following additional increments to base salary each month/or a prorate share thereof providing certification is maintained.

<u>Firefighter</u>	<u>Fire Engineer and Captain</u>
5.0% for the first year certified and assigned to paramedic duties.	2.5% for the first year certified
10.0% for the second year certified and assigned to paramedic duties.	5.0% for the second year certified
15.0% for the third year certified and assigned to paramedic duties.	7.5% for the third year (and thereafter) certified

(For example: a Firefighter, with three years as a paramedic, who is promoted to Fire Engineer, and who continues their paramedic certification, will be eligible for the 7.5% differential for as long as the paramedic certification continues)

Effective August 16, 2025, ~~certified~~ Firefighters assigned to paramedic duties and who possess and maintains paramedic certification will be paid 15% of monthly base salary. Paramedic certification pay is effective the first full pay period after certification effective date.

- D. An individual desiring to resign from the paramedic program must provide a minimum notice of six (6) months in writing, prior to the date of his/her/~~their~~ proposed resignation.

The Fire Chief may issue, at his/~~her/their~~ discretion, administrative guidelines setting forth the structure and operation of the paramedic program. The Fire Chief retains the sole right to direct the paramedic program, including the right to assign, reassign, or discipline any paramedic; determine the type of services to be rendered; determine the processes, techniques, methods, and means of performing work; determine selection of employees; determine the size and characteristics of the paramedic program; determine the allocation and assignment of work to paramedics; determine policy affecting the selection of new paramedics; and determine the methods and means by which paramedic operations are to be conducted.

ARTICLE 25 - 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 examination will be required each year following a City medical examination that reveals a medical problem or potential problem until that condition is improved or corrected by medical treatment and clearance.
- 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 job requirements.
- D. The cost of the examination shall be borne by the City.

ARTICLE 26 - PHYSICAL FITNESS INCENTIVE PROGRAM

During the term of this MOU, the City agrees to continue a Physical Fitness Incentive Program as described in Addendum B of the 1999-02 MOU and incorporated herein by this reference.

ARTICLE 27 – 401(a) PLAN/DEFERRED COMPENSATION PLAN

401(a) Plan

The City will amend the 401(a) plan to permit employer contribution on behalf of unit members.

A. City Contribution to 401(a) Plan

The City will contribute 3% of regular monthly salary to a 401(a) Plan for all members of the bargaining unit.

457 Deferred Compensation Plan

A 457 deferred compensation plan will be available to all members of the bargaining unit. Participation in this deferred compensation plan is at the option of the individual employee and subject to annual plan limits.

B. Deferred Compensation Special Catch-up Provision:

The City of Monterey Park 457(b) Deferred Compensation Plan allows employees

nearing retirement the opportunity to make deferrals up to two times the annual IRS limit. These contributions are known as “Special Catch Up” contributions.

Employees must meet the following criteria to be eligible to make a Special Catch Up contribution.

1. Employee must participate in the 457(b) plan;
2. Employee contributed less than the IRS annual maximum in any plan year the employee was eligible to participate;
3. Employee must be within three years of the year prior to their retirement year;
4. Employee must be within three years of the year prior to meeting the Plan’s 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.
5. Employee must not be utilizing the Age 50+ Catch-Up in any year a Special Catch-Up contribution is made.

The intent of this section is to facilitate association members in the final three (3) years prior to their stated retirement year in converting the hourly rate of accrued compensable leave to monies into their contribution to the City’s deferred compensation plan.

After an employee defers compensable accrued leave, balances of 120 hours must remain or be maintained in both their sick and vacation accrual banks. If an employee defers compensable leave from a bank that has a formula of payout at retirement (i.e. 50% sick leave at retirement) the deferral does not recalculate the remaining balance. All sick leave hours, per MOU provisions, will be on a fifty percent basis (i.e. a conversion of 100 hours will result in the salary equivalent to 50 hours being deposited into the employees deferred compensation account). In the final three (3) years prior to an employee’s stated retirement year, they may convert the hourly rate of accrued compensable leave to monies to be included in their contribution to the City’s deferred compensation plan per the schedule outlined below:

3-year Catch-up Plan – Subject to IRS 457(b) contribution guidelines and annual limits.

1st year: no more than 20% of compensable accrual time of Sick Leave, Vacation Leave and Holiday Leave.

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 28 - ACTING PAY

- A. Employees may be assigned to work in a position/class having a higher rank or salary

range in accordance with the following provisions:

1. No acting pay shall be paid for time worked in an acting capacity of less than twenty-four consecutive hours.
2. Employees must be certified by the Fire Chief to work in an acting/temporary assignment capacity in said position/class. Except as otherwise provided for herein, certification for acting and/or temporary assignments shall be at the sole discretion of the Fire Chief. The Fire Chief's determination regarding certification for acting/temporary assignments shall not be grievable or otherwise subject to any administrative appeal or challenge and is final and binding on the parties and their members. "Certification" shall only mean that the Fire Chief has used discretion and determined solely in his/her professional opinion based only on the criteria that the individual is capable of performing the acting or temporary assignment. "Certification" shall not refer to any particular examination, evaluation process, or other qualification standards, and no such process shall be required for use by the Fire Chief in rendering his/her determination. Acting Division Chief Certification shall be determined by the Fire Chief.
3. To the extent that any "certification" or acting/move-up procedure described herein conflicts with any provisions in the Personnel Rules, Memoranda of Understanding, department rules or any other City promulgated policies, this MOU article shall prevail and be given full force and effect.
4. Employees assigned to work in an acting/move-up capacity shall be paid according to the following criteria:
 - a. \$60.00 per shift for Acting Fire Engineer
 - b. \$70.00 per shift for Acting Fire Captain
 - c. \$80.00 per shift for Acting Fire Division Chief

B. Need for Acting Assignments: To assure the orderly performance and continuance of municipal services, the City may be required to temporarily upgrade employees on an acting basis to positions of a higher classification. For the purposes of this Article, it is understood that acting 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 permanently 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 temporarily vacant although, permanently filled, because the regular employee is on an approved paid or unpaid leave of absence.

C. 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 assignments to a minimum.

- D. Selection for Acting Assignments. The selection of an employee for acting assignments shall be at the sole discretion of the Fire Chief or his or her designee, taking into consideration the following factors of those employees eligible for the acting assignment: the requirements of the position to be filled, the qualifications, job performance, on an active promotional exam list, and seniority.
- E. Acting assignments shall be filled on a move-up basis or on a rank-for-rank basis, depending on the needs of the Fire Department as determined by the sole discretion of the Fire Chief.
- F. Status of Employee in Acting Assignment. Time served in an acting assignment shall not be credited towards completion of any probationary test period in the acting position. Time served in an acting position shall not alter the employee's anniversary date. If the acting employee would have been eligible for a merit increase had the acting 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 positions being considered.
- G. Duration of Acting Assignment. No employee shall serve in any acting assignment for more than six (6) consecutive months.

ARTICLE 29 - FAIR LABOR STANDARDS ACT

- A. 7k Exemption. The City of Monterey Park has exercised its ability to take a statutory "7K" exemption for sworn fire 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 worked.

The parties agree that amending the hours worked eligibility for overtime to include paid leave as hours worked, was agreed to with the expectation that the use of sick leave (which does not count as hours worked for overtime eligibility) by unit members would be reduced. This agreement was also made as an alternative to providing a COLA that would have increased PERS costs. By including leave as hours worked for overtime eligibility, the City will increase its overtime costs pursuant to the MOU but those increased costs do not increase reportable pensionable pay to CalPERS. The parties agree that sick leave usage will decrease by 1,000 hours or 20%; off-duty illness or injury that exceeds 6 shifts and/or FMLA designated leave will not be included in the calculation. Sick leave usage will be evaluated during the periods of January 2019 through December 2019, and January 2020 through December 2020. Should the decrease in sick leave usage of 1000 hours (20%) not be achieved during these periods, both parties agree that on July 1, 2021, the FLSA provision will revert to the previous pre-June 30, 2018 contract language (vacation, holiday leave, compensatory leave, jury duty, and bereavement leave, along with sick leave, would be excluded in determining

eligibility for overtime compensation). A traditional, one-time COLA of 1.3% would be granted in the same pay period as the leave counting as hours worked ends.

- D. All overtime requests must have written authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Where verbal authorization is obtained, written authorization must be obtained as soon thereafter as practicable. Dispatched calls beyond the end of duty time are considered as authorized.
- E. An employee's failure to obtain prior written approval, or explicit verbal authorization followed by written authorization, will result in the denial of the overtime request.
- F. In the event that the hourly figure for premium overtime shall be decreased, increased or stayed by the Department of Labor or a court of competent jurisdiction, the City and Recognized Employee Organization agree to use the revised figure for determining premium overtime eligibility until such time as a final court decision is rendered. Any such adjustment by the City shall not act as estoppel or waiver by either party.
- G. Compensatory Time. Employees may elect to cash out CTO accrued in the same calendar year. All compensatory time on the books will be paid down to zero hours each December 31.
- H. In lieu of receiving cash payment at the regular rate of pay (Section A) for hours worked in excess of one hundred eighty-two (182) during the twenty-four day work period, an employee may elect the option of accruing compensatory time off. Compensatory time shall be earned at the time and one half rate for each hour worked subject to the provisions of Section C above.
- I. Clothes Changing. Employees are not authorized to wear their uniforms or any part thereof that is distinguishable as such unless on-duty. Each employee is provided with a locker for his/her own personal convenience. An employee may or may not utilize the locker for storage and changing purposes at his/her own discretion.
- J. Nothing herein prevents an employee from wearing his/her uniform to and/or from his/her residence to work as long as the badge and insignia are covered by a garment such as a windbreaker. Time spent in changing clothes before or after a shift is not considered hours worked and is not compensable in any manner whatsoever.
- K. Training Time. Attendance at training schools/facilities (including the academy) that improves the performance of regular tasks and/or prepares for job advancement are not compensable for hours in excess of the employee's normal work shift. Any 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 are not compensable hours of work, even though the employee may be confined to campus or to barracks 24 hours a day.
- L. Travel time to and from the training facility outside of any employee's normal work shift is not compensable hours of work.
- M. 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.

- N. This provision does not preclude compensation in those instances where an employee is required to perform emergency fire duties. In such cases, appropriate compensation shall be provided.
- O. Gym Facility. The City provides a gym facility for public use which employees may use voluntarily during their off duty hours. Time spent off duty by employees working out at the gym facility is not considered hours worked and will not be compensated in any manner.
- P. Call-back Pay. Call back duty occurs when an employee is ordered to return to duty on a non-regular scheduled work shift. Call back does not occur when an employee is held over from his/her prior shift or is working prior to his/her regularly scheduled shift. An employee called back to duty receives the call. An employee shall report to duty within a reasonable period of time not to exceed one hour and shall receive a minimum of two hours credit. Any hours worked in excess of 2 hours shall be credited on an hour for hour basis for actual time worked. Travel time 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 R, which is to be used when an employee is called back to court.

- Q. Court Pay. When an employee is physically called to court, he/she shall be credited on an hour for hour basis for the time actually spent in court. An employee shall be credited with a minimum of two (2) hours for each scheduled court appearance. Only one minimum shall apply per day. Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever.
- R. Court Standby. An employee on court standby status may leave a telephone number where he/she may be reached while on standby. Such time is not considered hours worked under the Fair Labor Standards Act or for determining hours worked for overtime compensation under this memorandum of understanding. However, in recognition of the City's past practice, the employee will continue to receive credit for two (2) hours provided that the employee is not actually required to be present in the court building. If an employee is required to go to court, these two hours is applied to Court Pay, Section Q.
- S. Shift Trades. The practice of shift trading shall be voluntary on behalf of each employee involved in the trade. The trade must be due to the employee's desire or need to attend to a personal matter and not due to the department's operations. The employee providing the trades shall not have his/her compensable hours increase as a result of the trade; nor shall the employee receiving the trade have his/her compensable hours decreased as a result of the trade. Any premium pay will be waived for both individuals during the period they work for the other. Any hours worked beyond the normal workday will be credited to the individual actually doing the work.

"Paybacks" of shift trades are the obligation of the two employees involved in the trade. Paybacks are to be completed within one (1) calendar year of the date of the initial shift of the involved employees, and under no circumstances will the department be obligated

for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties.

A record of all initial shift trades and "paybacks" shall be maintained by the involved employees on forms provided by the department (Time Exchange Form).

- T. Early Relief Policy. The practice of early shift relief shall be voluntary on behalf of each employee involved in the relief. The employee providing the early relief shall not have his/her compensable hours increase as a result of the early relief; nor shall the employee relieved early have his/her compensable hours decrease as a result of the early relief. "Paybacks" of early relief hours are the sole obligation of the two employees involved in the early relief. Any dispute is to be resolved by the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties. The employee must receive prior approval from his/her supervisor and log it in prior to the early relief.

ARTICLE 30 – TRANSFER

Any employee in the Department may be transferred from one station house to another or from one job to another at the same pay level. Such transfers shall continue to be at the discretion of the Fire Chief, and shall not be subject to review in the grievance/arbitration mechanism.

ARTICLE 31 - PERSONNEL RULES AND REGULATIONS

During the term of this agreement, both parties agree to meet and confer on the content and implementation of new and/or revised Personnel Rules and Regulations.

ARTICLE 32 - WRITTEN NOTICES TO RECOGNIZED EMPLOYEE ORGANIZATION

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

ARTICLE 33 - GENERAL PROVISIONS

- A. If any section, subsection, subdivision, sentence, clause or phrase of the Agreement is for any reasons held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of this Agreement.
- B. This Memorandum shall not in any way interfere with the obligations of the parties to comply with State and Federal laws, or with any rules, regulations, or order issued by such government authority pertaining to matters covered herein. If any provision, or provisions, of this Memorandum shall be affected by State or Federal laws, or of any rule, regulations, or order issued by such governmental authority, or if any provision, or provisions should be held invalid by court of record, the remainder of the Memorandum shall not be otherwise affected thereby.
- C. The parties acknowledge that during the meeting and conferring in good faith which resulted in this Memorandum, each had the unlimited right and opportunity to make demands and proposals with respect to any and all conferring, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity is set forth in this Memorandum. Therefore, the City and the Recognized Employee Organization, for the life of this Memorandum, each voluntarily unqualifiedly waives the right with respect to any subject or matter referred to or convened in this Memorandum even though such subject 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 Memorandum unless otherwise provided for herein.

The parties further acknowledge that they have met and conferred regarding cessation of the practice of allowing represented members to store personal property (i.e. boats, recreational vehicles, etc.) at City owned sites. No individual shall be authorized to utilize City owned property for the storage of personal property.

The parties agree the during the term of this MOU, the parties will meet to review and update the contract language in the MOU for clarity, to delete items referring to the past that are no longer needed/relevant, to be consistent with the law, and to reflect actual current practices. The MOU language review is not intended to result in significant economic impacts to either party.

D. Side Letter:

- 1. The Parties acknowledge that the provisions of the MOU require a close degree of cooperation and that new information and future events may demonstrate that changes are appropriate with respect to the details of performance of the Parties under this MOU. The Parties desire, therefore, to retain a certain degree of flexibility with respect to the details of performance for those items covered in general terms under this MOU. If and when, from time to time, the Parties find that refinements or adjustments are desirable, such refinements or adjustments will be accomplished through Side Letter or implementation memoranda approved by the Parties which, after execution, will be attached to this MOU as addenda and become a part hereof.
- 2. Side Letter or implementation memoranda may be executed on behalf of City by the City Manager and the City Attorney. In the event a particular subject

requires notice or hearing, such notice or hearing will be appropriately given. Any significant modification to the terms of performance under this MOU will be processed as an amendment of this MOU in accordance with this MOU and must be approved by City Council.

- E. It is agreed that neither the Recognized Employee Organization nor the City shall discriminate against any employee because of race, religion, national origin, age, sex, disability, sexual orientation or union membership or activity.
- F. It is the shared view of the City and the Association that all employees of the Association will at all times conduct themselves in a professional and lawful manner and adhere to all federal, state and local laws. The Association, and its members, agree that in the event that the conduct of the members does not adhere to this standard that they should be subject to the appropriate level of counseling or discipline commensurate with the corresponding failure in conduct.

ARTICLE 34 - TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be in effect for an initial term commencing July 1, ~~2025~~~~2023~~ and ending June 30, ~~2027~~~~2025~~ 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.

ARTICLE 35 - CITY COUNCIL APPROVAL

It is, however, the mutual understanding of all parties hereto that this Memorandum of Understanding is of no force or effect, whatsoever unless or until ratified and approved by minute action and 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 17th ~~26th~~ day of September 2025~~2023~~.

**MONTEREY PARY FIREFIGHTERS'
ASSOCIATION**

By: _____
Daniel Cline, Firefighters' Association
President

By: _____
~~David Goetz~~ Scott Kelley, Firefighters'
Association Lead Negotiator

CITY OF MONTEREY PARK

By: _____
Inez Alvarez, ~~Interim~~ City Manager

By: _____
Christine Tomikawa, Director of Human
Resources & Risk Management

APPROVED BY:

Karl H. Berger, City Attorney

ADDENDUM A

CLASSIFICATION AND BASE SALARY LIST FIREFIGHTERS' ASSOCIATION

Effective August 16, 2025, the monthly base salary range will be increased by 4.0%:

<u>Classification</u>	<u>Range</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<u>Firefighter</u>	<u>1</u>	<u>\$7,809</u>	<u>\$8,199</u>	<u>\$8,608</u>	<u>\$9,039</u>	<u>\$9,491</u>
<u>Fire Engineer</u>	<u>2</u>	<u>\$9,037</u>	<u>\$9,488</u>	<u>\$9,962</u>	<u>\$10,460</u>	<u>\$10,983</u>
<u>Fire Captain</u>	<u>3</u>	<u>\$10,527</u>	<u>\$11,054</u>	<u>\$11,606</u>	<u>\$12,187</u>	<u>\$12,796</u>

Effective July 4, 2026, the monthly base salary range will be increased by 4.0%:

<u>Classification</u>	<u>Range</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<u>Firefighter</u>	<u>1</u>	<u>\$8,121</u>	<u>\$8,527</u>	<u>\$8,953</u>	<u>\$9,400</u>	<u>\$9,870</u>
<u>Fire Engineer</u>	<u>2</u>	<u>\$9,398</u>	<u>\$9,868</u>	<u>\$10,361</u>	<u>\$10,879</u>	<u>\$11,423</u>
<u>Fire Captain</u>	<u>3</u>	<u>\$10,949</u>	<u>\$11,497</u>	<u>\$12,071</u>	<u>\$12,674</u>	<u>\$13,308</u>

Effective August 19, 2023, the monthly base salary range for represented classifications is as follows:-

<u>Classification</u>	<u>Range</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<u>Firefighter</u>	<u>1</u>	<u>\$7,234</u>	<u>\$7,595</u>	<u>\$7,974</u>	<u>\$8,373</u>	<u>\$8,792</u>
<u>Fire Engineer</u>	<u>2</u>	<u>\$8,371</u>	<u>\$8,789</u>	<u>\$9,228</u>	<u>\$9,690</u>	<u>\$10,174</u>
<u>Fire Captain</u>	<u>3</u>	<u>\$9,752</u>	<u>\$10,240</u>	<u>\$10,752</u>	<u>\$11,289</u>	<u>\$11,854</u>

Effective the first full pay period after July 1, 2024, the monthly base salary range for represented classifications is as follows:-

<u>Classification</u>	<u>Range</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<u>Firefighter</u>	<u>1</u>	<u>\$7,509</u>	<u>\$7,884</u>	<u>\$8,277</u>	<u>\$8,691</u>	<u>\$9,126</u>
<u>Fire Engineer</u>	<u>2</u>	<u>\$8,689</u>	<u>\$9,123</u>	<u>\$9,579</u>	<u>\$10,058</u>	<u>\$10,561</u>
<u>Fire Captain</u>	<u>3</u>	<u>\$10,123</u>	<u>\$10,629</u>	<u>\$11,160</u>	<u>\$11,718</u>	<u>\$12,304</u>

ADDENDUM B

PHYSICAL FITNESS INCENTIVE PROGRAM

This Addendum B shall implement the following agreement between the parties:

1. Representatives of the City and the Association have agreed to implement a voluntary physical fitness program which provides performance incentives in the form of monetary payment.
2. The parties fully understand and acknowledge that the City has expressed concerns that unless participation in the physical fitness program is deemed voluntary in nature, implementation of the program could have an impact upon the City's exposure to worker's compensation/disability retirement claims in any case where an employee choosing to participate in the program suffers an illness or injury.
3. Accordingly, the parties understand, acknowledge and agree that the City would not have agreed to implement a physical fitness incentive program unless it was acknowledged and agreed by the Association *and each and every one of its members who participate in the program*, that participation in the program is purely voluntary in nature and that injuries or illnesses suffered while training, and/or practicing for the program, shall not be deemed industrial in nature and shall not entitle any participant to benefits pursuant to the Workers' Compensation laws, Labor Code Section 4850, or to industrial disability retirement in accord with the Public Employees Retirement Law.
4. The Association agrees that it will cooperate with the City in assuring compliance with a mutually agreed upon requirement that prior to participating in and/or training for the program, each and every Association member date and sign a form containing the language set forth below in this Addendum evidencing the voluntary nature of participation in and/or training for the physical fitness program.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

5. Effective January 1, 2000 or as soon thereafter as is practicable, the City shall make available to Association members voluntarily electing to participate therein, the P.O.S.T.-approved physical fitness program as is currently offered to Sworn Police. Participation in the program consists of completing a City-required form(s) displaying a member's informed consent in connection with program participation, a "physical exercise readiness" questionnaire, a RISKO cardiac risk assessment form, body composition testing with skin calipers, measurement of waist to hip ratio, a timed 1.5 mile run or 3 mile walk, flexibility measurement, a mandated volume of push-ups, and a bent knee sit up examination consisting of one minute in length. The composition of the program is subject to unilateral change by the City dependent upon component changes recommended by POST.
6. Program testing shall be administered one time each year at a date, time and location selected by the City, with ninety (90) calendar day's notice of the examination date, time and location being posted on the Association utilized

bulletin board located within the Fire Department and with said notice being e-mailed ~~by first class, United States mail~~ to the Association member(s) designated ~~to receive service of documentation on behalf of~~ by the Association. Any claimed failure to receive notice of the examination shall not be contestable through any administrative or civil proceedings, and the results of the testing process and/or the manner in which the testing process is administered, shall likewise not be subject to administrative or civil contest.

7. No Association member shall be permitted to participate in the physical fitness program unless prior to such participation, the member has signed the following general release and certification which shall be made available by the City to all voluntary participants:

"I agree and understand that participation in the physical fitness program described in Addendum B of the ~~1999-2002~~ Memorandum of Understanding between the City of Monterey Park and the Monterey Park Firefighters' Association and in training and practice for that participation, is voluntary in nature. Assignment or advancement within the Department is in no manner contingent upon training for or participating in the program.

Accordingly, I understand and agree that any and all injuries suffered while training, and/or practicing for the program shall not be considered compensable worker's compensation injuries, shall not form the basis for an industrial disability retirement, and shall not form the basis for my receipt of benefits pursuant to Labor Code Section 4850.

I further certify that I have not used any tobacco product (i.e. cigarettes, cigars, chewing tobacco, pipe tobacco, etc.) at any time during the six months immediately preceding my participation in the voluntary Physical Fitness Program."

9. The agreed upon Physical Fitness Incentive Program as developed by P.O.S.T. designates various levels of fitness program achievement as being "bronze," "silver," and "gold." The attainment of said levels shall be verified in accord with P.O.S.T. mandated scoring methods.

10. As and for recognition for achievement in the program, those participants attaining the *bronze level*, shall receive a lump sum cash payment of two hundred dollars (\$200.00); those participants attaining the silver level, shall receive a lump sum cash payment of three hundred dollars (\$300.00) cash payment; and those participants attaining the gold level, shall receive a lump sum cash payment of four hundred dollars (\$400.00) cash payment.

s:\Fire negotiations\Fire Department\Physical fitness
incentive program



City Council Staff Report

Date: September 17, 2025
Agenda Item Number: 9.G.

To: The Honorable Mayor and City Council
From: Shawn Igoe, Public Works Director
Subject: Notice of Completion Review of Capital Improvement Projects

Recommendation:

It is recommended that the City Council consider:

1. Receiving and filing the Notice of Completion recorded by the Public Works Director on February 19, 2025 accepting the Potrero Grande Signal Improvements Project completed by PTM General Engineering, Inc.;
2. Receiving and filing the Notice of Completion recorded by the Public Works Director on April 24, 2025 accepting the 2022-23 Monterey Pass Road Rehabilitation Project completed by Hardy and Harper, Inc.;
3. Receiving and filing the Notice of Completion recorded by the Public Works Director on May 20, 2025 accepting the Barnes Gym Flooring Project completed by R&S Flooring Solutions.;
4. Receiving and filing the Notice of Completion recorded by the Public Works Director on May 21, 2025 accepting the HVAC Installation at Langley Senior Center Project completed by Barberio Enterprises, Inc. dba Westco Service Company.;
5. Receiving and filing the Notice of Completion recorded by the Public Works Director on May 20, 2025 accepting the Concrete Improvement at Various Locations Project completed by CT&T Concrete Paving, Inc.;
6. Receiving and filing the Notice of Completion recorded by the Public Works Director on June 4, 2025 accepting the Barnes Park & Langley Senior Center Restroom Rehabilitation Project completed by U.S. Builders and Consultants, Inc.;
7. Receiving and filing the Notice of Completion recorded by the Public Works Director on June 10, 2025 accepting the Curb Ramp Improvements Project completed by Onyx Paving Company Inc.;
8. Receiving and filing the Notice of Completion recorded by the Public Works Department on July 2, 2025 accepting the Centralized Groundwater Treatment System Project, completed by J.R. Filanc Construction Company, Inc; and
9. Taking such additional, related, action that may be desirable.

Executive Summary:

Pursuant to City Council Resolution No. 11701, the Public Works Director (“Director”) is authorized to record a Notice of Completion for Capital Improvement Projects (“CIP”). The City recently completed CIP 96012 – Potrero Grande Signal Improvements; CIP 96046 – Monterey Pass Road Rehabilitation Project; CIP 95044 – Barnes Gym Flooring; HVAC Installation at Langley Senior Center Project; CIP 96054 – Concrete Improvement at Various Locations; CIP 95013, 95014, 95031 – Barnes Park & Langley Senior Citizen Restroom Rehabilitation Project; CIP 96048 Curb Ramp Improvements Project at Various Locations; and CIP 99012 Centralized Groundwater Treatment System. Upon completion, the work was inspected and approved by the City Engineer. It is recommended that the City Council receive and file the Notice of Completions recorded by the Director for these projects.

Background:

The City’s FY 24-25 Capital Improvement Plan included CIP 96012 – Potrero Grande Signal Improvements; CIP 96046 – Monterey Pass Road Rehabilitation Project; CIP 95044 – Barnes Gym Flooring; HVAC Installation at Langley Senior Center Project; CIP 96054 – Concrete Improvement at Various Locations; CIP 95013, 95014, 95031 – Barnes Park & Langley Senior Citizen Restroom Rehabilitation Project; CIP 96048 Curb Ramp Improvements Project at Various Locations; and CIP 99012 Centralized Groundwater Treatment System.

CIP 96012 – Potrero Grande Signal Improvements

On March 6, 2024, City Council awarded a contract to PTM General Engineering, Inc. for CIP 96012 – Potrero Grande Signal Improvements. The work included improvements at the intersection of Potrero Grande Drive at Markland Drive and Marketplace Drive. Improvements consisted of installation of new striping, signals, curb ramps, curb and gutter, AC pavement and signage. The final cost for this work was \$736,191.89. Additional improvements along Potrero Grande corridor are still pending under this CIP.

CIP 96046 – Monterey Pass Road Rehabilitation Project

On October 4, 2024 City Council awarded a contract to Hardy & Harper, Inc. for CIP 96046 – Monterey Pass Road Rehabilitation. The work included the application of Asphalt Rubber Hot Mix and AC Overlay along Monterey Pass Road from Vagabond Road to Floral Drive. The work improved the existing condition of the road which also included repainting all striping along Monterey Pass Road to improve visibility. The final cost of the project was \$1,102,317.84.

CIP 95044 – Barnes Gym Flooring

On November 20, 2024, City Council awarded a contract to R & S Flooring Solutions for CIP 95044 – Barnes Gym Flooring. The work consisted of the replacement of the existing flooring, both wood floor and subfloor at Barnes Gymnasium. The final cost of the project was \$158,910.26

HVAC Installation at Langley Senior Center

On September 18, 2024, City Council adopted Resolution 2024-R76 authorizing the City Manager to take necessary measures for the emergency replacement of the HVAC system at the Langley Senior Citizen Center, authorizing the award of a contract to Westco Service Company on September 23, 2024. The work consisted of the replacement of the HVAC unit at Langley Senior Citizen Center. The final cost of project was \$70,032.

CIP 96054 – Concrete Improvements at Various Locations

On November 20, 2024, City Council awarded a contract to Kalban, Inc for CIP 96054 – Concrete Improvements at Various Locations. The work included reconstruction of 70 existing curb ramps in order to meet current ADA standards, 12, 700 sf. of sidewalk replacement and 100 lf. of curb and gutter reconstruction. The Director identified additional needs for concrete work and reached out to Kalban for a proposal however, Kalban Inc. informed the City that they will not be available to complete additional work due to unavailability. The additional work consisted of reconstruction of 24 existing curb ramps in order to meet current ADA standards, 5,554 sf. of sidewalk replacement and 19 lf. On February 19, 2025, City Council awarded a contract to CT&T Concrete Paving to complete the work. The final cost of the project was \$929,665.50

CIP 95013, 95031 & 95014 – Barnes Park & Langley Senior Citizen Restroom Rehabilitation Project

On June 18, 2024, City Council awarded a contract to U.S. Builders and Consultants, Inc. for CIP 95013, 95031 & 95014 for Barnes Park & Langley Senior Citizen Restroom Rehabilitation. The projects were bid out together for more competitive pricing. The project consisted of upgrading the Barnes Park Gymnasium restroom and Langley Senior Citizen restrooms to meet ADA standards and other renovations. The final cost of the work was for both locations was \$1,159,420.53

CIP 96048 Curb Ramp Improvements Project

On April 5, 2025, City Council awarded a contract to Onyx Paving Company Inc. for CIP 96048 for Curb Ramp Improvements Project at Various Locations. The project consisted of curb ramp construction at various street intersections to meet current ADA standards. The final cost of the project was \$202,735.02

CIP 99012 Centralized Groundwater Treatment System

On August 17, 2016, City Council awarded a contract to J.R. Filanc Construction Company, Inc. for CIP 99012 for the design and construction of the Centralized Groundwater Treatment System (“CGTS”). The work consisted of design and construction of advanced oxidation/ultraviolet light treatment system at Delta Plant that include per- and polyfluoroalkyl substances (“PFAS”) removal system. The final cost of the project was \$15,065,308.

Strategic Plan Goal:

Fiscal Impact:

The City’s FY 24-25 Capital Improvement Plan included a budget for each respective project. The following provides a breakdown of total costs for each listed project.

CIP No.	Project	Budget	Actual Expenditures	Balance
96012	Potrero Grande Signal Improvements	\$3,473,211	\$736,191.89	\$2,737,018.81*
96046	Monterey	\$1,306,878	\$1,102,317.84	\$204,560.16

	Pass Road Rehabilitation			
95044	Barnes Gym Flooring	\$195,763.50	\$158,910.26	\$36,853.24
Reso 2024-R76	HVAC Installation at Langley Senior Center	\$75,000	\$70,032	\$4,968
96054	Concrete Improvements	\$960,418	\$929,665.50	\$30,752.50
95013 / 95031	Barnes Park	\$673,513.40	\$673,513.40	\$0
95014	Langley Senior Citizen Restroom Rehabilitation	\$853,197.75	\$485,907.13	\$367,290.62
96048	Curb Ramp Improvements	\$250,000	\$202,735.02	\$47,264.98
99012	Centralized Groundwater Treatment System	\$15,065,308	\$15,065,308	\$0

* Additional improvements along Potrero Grande corridor are still pending under this CIP.

Attachments:

1. Notice of Completion Potrero Grande Signal Improvements
2. Notice of Completion Monterey Pass Road Rehabilitation
3. Notice of Completion Barnes Gym Flooring
4. Notice of Completion HVAC Installation at Langley Senior Center
5. Notice of Completion Concrete Improvements at Various Locations
6. Notice of Completion Barnes Park & Langley Senior Citizen Restroom Rehabilitation
7. Notice of Completion Curb Ramp Improvements Project
8. Notice of Completion Centralized Groundwater Treatment System

ATTACHMENT 1
Notice of Completion
Potrero Grande Signal Improvements

2410-AF

Monterey Park
City Clerk's Office

MAR 04 2025

Time: 12:10 pm Initial: HC

MAYCHELLE YEE, CITY CLERK
ATTN: CITY OF MONTEREY PARK
320 WEST NEWMARK AVENUE
MONTEREY PARK, CA 91754

Batch Number: 15159417
Document Count: 1

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California

02/26/25 AT 09:21AM

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SEQ:
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THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY:

CITY OF MONTEREY PARK

WHEN RECORDED MAIL TO:

NAME MAYCHELLE YEE, CITY CLERK

CITY OF MONTEREY PARK

MAILING ADDRESS 320 WEST NEWMARK AVENUE

CITY, STATE and ZIP CODE MONTEREY PARK, CA 91754

25259391



Batch Number: 15159417



SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

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

**City Clerk, City Hall
320 W. Newmark Ave
Monterey Park, CA**

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name : Potrero Grande Signal Improvement Project

Project No. : Specification No. 2023-010.

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

1. The undersigned is an officer of the owner of the interest stated below in the property hereinafter described.
2. The full name of the owner is: City of Monterey Park
3. The full address of the owner is: 320 W Newmark Ave, Monterey Park, CA, 91754
4. The nature of the interest of the owner is: In Fee
5. A work of improvement on the property hereinafter described was completed and field reviewed by the City Engineer on February 19th, 2024. The work done was: Traffic Signal Improvement at 2 intersections.
7. The name of the Contractors for such work of improvement was: PTM General Engineering Services, Inc.
8. The property on which said work of improvement was completed is in the City of Monterey Park, County of Los Angeles, State of California, and is described as follows:
2 Signalized intersections in the City of Monterey Park.
9. The street address of said property is: Intersection of Potrero Grande Dr & Markland Ave;
Potrero Grande Dr & Market Place Dr.
10. This Notice of Completion is being recorded in accordance with Resolution No. 11701 (adopted November 5, 2014).

Dated: 2/19/2025

City of Monterey Park


Public Works Director

VERIFICATION

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

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

Executed on February 19, 2025 at Monterey Park, California.

City of Monterey Park


Public Works Director

ATTACHMENT 2
Notice of Completion
Monterey Pass Road Rehabilitation

2447-A

MPK CITY CLERK'S OFFICE
APR 9 '25 AM 11:14

CITY OF MONTEREY PARK
ATTN: MUNICIPAL SERVICES CENTER
320 WEST NEWMARK AVENUE
MONTEREY PARK, CA 91754

Batch Number: 15214135
Document Count: 1

2447-A

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SEQ:
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THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY:

CITY OF MONTEREY PARK

WHEN RECORDED MAIL TO:

NAME MAYCHELLE YEE, CITY CLERK

CITY OF MONTEREY PARK

MAILING ADDRESS 320 WEST NEWMARK AVENUE

CITY, STATE and ZIP CODE MONTEREY PARK, CA 91754

25346550



Batch Number: 15214135



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TITLE(S)

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

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

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

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name : 2022-23 Monterey Pass Road Overlay

Project No. : 2023-004

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

1. The undersigned is an officer of the owner of the interest stated below in the property hereinafter described:
2. The full name of the owner is: City of Monterey Park
3. The full address of the owner is: 320 W Newmark Avenue, Monterey Park, CA 91754
4. The nature of the interest of the owner is: in fee.
5. A work of improvement on the property hereinafter described was completed and field reviewed by the City Engineer on March 20, 2025. The work done was:
Monterey Pass Rd from Vagabond Dr to Floral Dr.
7. The name of the Contractor for such work of improvement was: Hardy & Harper, Inc.
8. The property on which said work of improvement was completed is in the City of Monterey Park, County of Los Angeles, State of California, and is described as follows:
Road overlay along Monterey Pass Rd from Vagabond Dr to Floral Dr.
9. The street address of said property is: Monterey Pass Rd
10. This Notice of Completion is being recorded in accordance with Resolution No. 11701 (adopted November 5, 2014).

Dated: 3/24/2025


Public Works Director

VERIFICATION

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

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

Executed on March 20, 2025 at Monterey Park, California.


City of Monterey Park
Public Works Director

ATTACHMENT 3
Notice of Completion
Barnes Gym Flooring

2453 AA

MPK CITY CLERK'S OFFICE
JUN 2 '25 PM1:53

MAYCHELLE YEE, CITY CLERK
ATTN: CITY OF MONTEREY PARK
320 WEST NEWMARK AVENUE
MONTEREY PARK, CA 91754

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05/29/25 AT 08:36AM

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PAID :	0.00



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01

DAR - Mail (Intake)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY:

CITY OF MONTEREY PARK

WHEN RECORDED MAIL TO:

NAME MAYCHELLE YEE, CITY CLERK

CITY OF MONTEREY PARK

MAILING ADDRESS 320 WEST NEWMARK AVENUE

CITY, STATE and ZIP CODE MONTEREY PARK, CA 91754

25516722



Batch Number: 15326110



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TITLE(S)

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

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

**City Clerk, City Hall
320 W. Newmark Ave
Monterey Park, CA**

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name : Barnes Gym Flooring Replacement

Project No. : Specification No. 2024-007.

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

1. The undersigned is an officer of the owner of the interest stated below in the property hereinafter described.
2. The full name of the owner is: City of Monterey Park
3. The full address of the owner is: 320 W Newmark Ave, Monterey Park, CA, 91754
4. The nature of the interest of the owner is: In Fee
5. A work of improvement on the property hereinafter described was completed and field reviewed by the City Engineer on April 14th, 2025. The work done consisted of includes the replacement of the existing flooring, both wood floor and subfloor at Barnes Gymnasium.
7. The name of the Contractors for such work of improvement were: R & S Flooring Solutions.
8. The property on which said work of improvement was completed is in the City of Monterey Park, County of Los Angeles, State of California, and is described as follows:
Barnes Gymnasium.
9. The street address of said property is: 350 S Mc Pherrin Ave, Monterey Park, CA 91754
10. This Notice of Completion is being recorded in accordance with Resolution No. 11701 (adopted November 5, 2014).
City of Monterey Park

Dated: 5/21/2025


Public Works Director

VERIFICATION

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

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

Executed on May 20, 2025 at Monterey Park, California.

City of Monterey Park


Public Works Director

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Recorder's Office, Los Angeles County,
California

05/29/25 AT 08:36AM

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PAID:	0.00



LEADSHEET



202505292940008

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015326110

SEQ:
02

DAR - Mail (Intake)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY:
CITY OF MONTEREY PARK

WHEN RECORDED MAIL TO:

NAME MAYCHELLE YEE, CITY CLERK
CITY OF MONTEREY PARK

MAILING ADDRESS 320 WEST NEWMARK AVENUE

CITY, STATE and ZIP CODE MONTEREY PARK, CA 91754

25516735



Batch Number: 15326110



SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

•Recording Requested by
and When Recorded Mail To:

City Clerk, City Hall
320 W. Newmark Ave
Monterey Park, CA

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name : Barnes Gym Flooring Replacement

Project No. : Specification No. 2024-007.

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

1. The undersigned is an officer of the owner of the interest stated below in the property hereinafter described.
2. The full name of the owner is: City of Monterey Park
3. The full address of the owner is: 320 W Newmark Ave, Monterey Park, CA, 91754
4. The nature of the interest of the owner is: In Fee
5. A work of improvement on the property hereinafter described was completed and field reviewed by the City Engineer on April 14th, 2025. The work done consisted of includes the replacement of the existing flooring, both wood floor and subfloor at Barnes Gymnasium.
7. The name of the Contractors for such work of improvement were: R & S Flooring Solutions.
8. The property on which said work of improvement was completed is in the City of Monterey Park, County of Los Angeles, State of California, and is described as follows: Barnes Gymnasium.
9. The street address of said property is: 350 S Mc Pherrin Ave, Monterey Park, CA 91754
10. This Notice of Completion is being recorded in accordance with Resolution No. 11701 (adopted November 5, 2014).

Dated: 4/22/2025

Shawn Agoe
Public Works Director

VERIFICATION

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

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

Executed on April 22, 2025 at Monterey Park, California.

Shawn Agoe
City of Monterey Park
Public Works Director

ATTACHMENT 4
Notice of Completion
HVAC Installation at Langley Senior Center

2438-A

MPK CITY CLERK'S OFFICE
JUN 2 '25 PM1:53

MAYCHELLE YEE, CITY CLERK
ATTN: CITY OF MONTEREY PARK
320 WEST NEWMARK AVENUE
MONTEREY PARK, CA 91754

Batch Number: 15325913
Document Count: 1

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Pages:
0003

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

05/29/25 AT 08:32AM

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



LEADSHEET



202505292940006

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SEQ:
01

DAR - Mail (Intake)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY:

CITY OF MONTEREY PARK

WHEN RECORDED MAIL TO:

NAME MAYCHELLE YEE, CITY CLERK

CITY OF MONTEREY PARK

MAILING ADDRESS 320 WEST NEWMARK AVENUE

CITY, STATE and ZIP CODE MONTEREY PARK, CA 91754

25516396



Batch Number: 15325913



SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

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

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

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name : HVAC Installation at Langley Center

Project No. : 2438-A

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

1. The undersigned is an officer of the owner of the interest stated below in the property hereinafter described.
2. The full name of the owner is: City of Monterey Park
3. The full address of the owner is: 320 W Newmark Ave, Monterey Park, CA, 91754
4. The nature of the interest of the owner is: in fee.
5. A work of improvement on the property hereinafter described was completed and field reviewed by the City Engineer on February 3, 2025. The work done was: installation of HVAC unit at the Langley Senior Center
7. The name of the Contractor for such work of improvement was: Barberio Enterprises, Inc. DBA Westco Service Company
8. The property on which said work of improvement was completed is in the City of Monterey Park, County of Los Angeles, State of California, and is described as follows:
9. The street address of said property is: 400 W. Emerson Ave. Monterey Park, CA 91754
10. This Notice of Completion is being recorded in accordance with Resolution No. 11701 (adopted November 5, 2014).
City of Monterey Park

Dated: May 21, 2025


Public Works Director

VERIFICATION

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

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

Executed on February 3, 2025 at Monterey Park, California.

City of Monterey Park


Public Works Director

ATTACHMENT 5
Notice of Completion
Concrete Improvements at Various Locations

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

**City Clerk, City Hall
320 W. Newmark Ave
Monterey Park, CA**

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name : Concrete Rehabilitation Project

Project No. : Specification No. 2024-005.

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

1. The undersigned is an officer of the owner of the interest stated below in the property hereinafter described.
 2. The full name of the owner is: City of Monterey Park
 3. The full address of the owner is: 320 W Newmark Ave, Monterey Park, CA, 91754
 4. The nature of the interest of the owner is: In Fee
 5. A work of improvement on the property hereinafter described was completed and field reviewed by the City Engineer on April 18th, 2025. The work done consisted of includes the remove and repair of 5400 sf sidewalk, 19 ADA curb ramps, 316 sf cross gutters, & 142 lf curb and gutter.
 7. The name of the Contractors for such work of improvement were: CT&T.
 8. The property on which said work of improvement was completed is in the City of Monterey Park, County of Los Angeles, State of California, and is described as follows:
Concrete Improvement at Various Locations.
 9. The street address of said property is: Various Location, Monterey Park, CA 91754
 10. This Notice of Completion is being recorded in accordance with Resolution No. 11701 (adopted November 5, 2014).
City of Monterey Park
- Dated: 5/20/2025 
Public Works Director
-

VERIFICATION

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

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

Executed on May 07, 2025 at Monterey Park, California.

City of Monterey Park


Public Works Director

ATTACHMENT 6
Notice of Completion
Barnes Park & Langley Senior Citizen Restroom
Rehabilitation

2428-AA

MPK CITY CLERK'S OFFICE
JUN 16 '25 PM2:15

CITY OF MONTEREY PARK
ATTN: MAYCHELLE YEE, CITY CLERK
320 WEST NEWMARK AVENUE
MONTEREY PARK, CA 91754

Batch Number: 15356272
Document Count: 1

This page is part of your document - DO NOT DISCARD



20250399109



Pages:
0003

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

06/13/25 AT 01:41PM

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



LEADSHEET



202506132900028

00025562559



015356272

SEQ:
01

DAR - Mail (Intake)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY: ' '

CITY OF MONTEREY PARK

WHEN RECORDED MAIL TO:

NAME MAYCHELLE YEE, CITY CLERK

CITY OF MONTEREY PARK

MAILING ADDRESS 320 WEST NEWMARK AVENUE

CITY, STATE and ZIP CODE MONTEREY PARK, CA 91754

25562559



Batch Number: 15356272



SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

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

**City Clerk, City Hall
320 W. Newmark Ave
Monterey Park, CA**

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name : Langley Senior Citizen Center and Barnes Park Gymnasium Restroom Rehabilitation Centers

Project No. : Specification No. 2024-003.

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

1. The undersigned is an officer of the owner of the interest stated below in the property hereinafter described.
2. The full name of the owner is: City of Monterey Park
3. The full address of the owner is: 320 W Newmark Ave, Monterey Park, CA, 91754
4. The nature of the interest of the owner is: In Fee
5. A work of improvement on the property hereinafter described was completed and field reviewed by the City Engineer on June 2nd, 2025. The work done consisted of the rehabilitation of restrooms at Barnes Park Gymnasium and Langley Senior Center.
7. The name of the Contractors for such work of improvement were: US Builders and Consultants, Inc.
8. The property on which said work of improvement was completed is in the City of Monterey Park, County of Los Angeles, State of California, and is described as follows:
Barnes Park Gymnasium & Langley Senior Center.
9. The street address of said property is: 350 S Mc Pherrin Avenue (Barnes Park Gymnasium) and 400 W Emerson Avenue (Langley Senior Center)
10. This Notice of Completion is being recorded in accordance with Resolution No. 11701 (adopted November 5, 2014).

Dated: 6/4/2025

City of Monterey Park


Public Works Director

VERIFICATION

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

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

Executed on June 04, 2025 at Monterey Park, California.

City of Monterey Park


Public Works Director

ATTACHMENT 7
Notice of Completion
Curb Ramp Improvements Project

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

**City Clerk, City Hall
320 W. Newmark Ave
Monterey Park, CA**

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name : Curb Ramp Improvements Project

Project No. : Specification No. 2024-004.

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

1. The undersigned is an officer of the owner of the interest stated below in the property hereinafter described.
2. The full name of the owner is: City of Monterey Park
3. The full address of the owner is: 320 W Newmark Ave, Monterey Park, CA, 91754
4. The nature of the interest of the owner is: In Fee
5. A work of improvement on the property hereinafter described was completed and field reviewed by the City Engineer on May 1st, 2025. The work done consisted of includes the remove and repair of 24 ADA curb ramps.
7. The name of the Contractors for such work of improvement were: Onyx Paving Company Inc.
8. The property on which said work of improvement was completed is in the City of Monterey Park, County of Los Angeles, State of California, and is described as follows:
Concrete Improvement at Various Locations.
9. The street address of said property is: Various Location, Monterey Park, CA 91754
10. This Notice of Completion is being recorded in accordance with Resolution No. 11701 (adopted November 5, 2014).
City of Monterey Park

Dated: 6/10/2025


Public Works Director

VERIFICATION

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

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

Executed on May 28, 2025 at Monterey Park, California.

City of Monterey Park


Public Works Director

ATTACHMENT 8
Notice of Completion
Centralized Groundwater Treatment System

Recording Requested by
and When Recorded Mail To:

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

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name: Centralized Groundwater Treatment System

Project No.: 1954-A

Take notice pursuant to Civil Code § 8182, *et seq.* that:

1. The undersigned is an officer of the owner of the interested stated below in the property hereafter described.
2. The full name of the owner is: City of Monterey Park.
3. The full address of the owner is: 320 W. Newmark Ave., Monterey Park, CA 91754.
4. The nature of the interest of the owner is: in fee.
5. A work of improvement on the property hereinafter described was completed and field reviewed by the Water Utility Manger on May 23, 2025. The work done was: design and build the centralized treatment system at Delta Plant.
6. The name of the Contractor for such work of improvement was: J.R. Filanc Construction Company, inc.
7. The property on which said work of improvement was in the City of Rosemead, County of Los Angeles, State of California, and is described as follows:
8. The street address of said property is: 2657 N. Delta Ave., Rosemead, CA 91770.
9. This Notice of Completion is being recorded in accordance with Resolution No. 11701 (adopted November 5, 2014).

City of Monterey Park

Dated: 7/2/2025


Public Works Director

VERIFICATION

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

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

Executed on July 2, 2025 at Monterey Park, California.

City of Monterey Park


Public Works Director



City Council Staff Report

Date: September 17, 2025
Agenda Item Number: 9.H.

To: The Honorable Mayor and City Council
From: Shawn Igoe, Public Works Director
Subject: Southern California Edison 5-year Revocable Secondary Land Use License for Road Access at Pomona Blvd. & Findlay Ave.

Recommendation:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a 5-year Revocable Secondary Land Use License, in a form approved by the City Attorney, with Southern California Edison ("SCE") for road access at Pomona Blvd. & Findlay Ave.; and
2. Taking such additional, related, action that may be desirable.

Executive Summary:

The road located at Pomona Blvd. & Findlay Ave. is owned by SCE and licensed to the City for road access. A new 5-year Revocable Secondary Land Use License Agreement is needed to continue allowing the City road access within the SCE property. The Director of Public Works ("Director") is recommending approval of the License.

Background:

In 2020, the City entered into License Agreement 2178-AA with SCE for road access at Pomona Blvd. & Findlay Avenue, allowing the City to maintain infrastructure and access the public right-of-way. The existing License Agreement was for a term of five years and allows for extensions. It is recommended that the City renew the license for continued road access at Pomona Blvd. & Findlay Ave.

The Director reviewed the License Agreement and recommends approval.

Strategic Plan Goal:

The proposed license agreement supports the City's strategic plan goal to maintain, build and modernize infrastructure and facilities, specifically the objective of maintaining roadways. Renewing the license agreement with SCE will allow road access for continued maintenance of the City's infrastructure and the public right-of-way.

Fiscal Impact:

There are no fees associated with the approval of the License.

Attachments:

None



City Council Staff Report

Date: September 17, 2025

Agenda Item Number: 9.I.

To: The Honorable Mayor and City Council
From: Shawn Igoe, Public Works Director
Subject: Purchase of four 2026 Chevrolet Equinox EV vehicles

Recommendation:

It is recommended that the City Council consider:

1. Authorizing the City Manager to enter into an agreement with National Auto Fleet Group, in a form approved by the City Attorney, for the purchase four 2026 Chevrolet Equinox EV vehicles; and
2. Taking such additional, related, action that may be desirable.

Executive Summary:

On November 20, 2024, City Council adopted Resolution No. 2024-R92 authorizing the City Manager, or designee, to apply for grant funds through the Energy Efficiency and Conservation Block Grant ("EECBG") Program for the purchase of four Chevrolet Equinox EV vehicles. On January 15, 2025, the City received official notice of the grant application's approval, allowing the City to proceed with the purchase. The Director of Public Works ("Director") recommends approval for the purchase of four 2026 Chevrolet Equinox EV vehicles from National Auto Fleet Group in the amount of \$184,959.70.

Background:

The EECBG Program provides predetermined grants designed to assist local governments in implementing strategies to reduce energy use, reduce fossil fuel emissions, and improve energy efficiency. Through the adoption of Resolution No. 2024-R92, the Director applied for and received approval of the City's EECBG application for an Equipment Rebate Voucher. The Director identified the purchase of four 2026 Chevrolet Equinox EV vehicles as the best use for the grant funds for daily operations for the City's Engineering, Code Enforcement and Fire Prevention Divisions. The four EV vehicles will serve as replacements for older model gasoline-powered vehicles that have reached the end of their service life. The Director requested a quote from National Auto Fleet Group for the purchase of four 2026 Chevrolet Equinox EV vehicles available for purchase under National Auto fleet Group's Sourcewell contract. Sourcewell is a government purchasing cooperative with contracts which are competitively bid and allow for access to high-quality products and services at pre-negotiated

prices for the best possible purchase price. The Director recommends the purchase of the proposed EV vehicles through National Auto Fleet Group in the amount of \$184,959.70.

In addition, the Director is seeking to purchase and install electronic vehicle charging station kits at the parking lot adjacent to City Hall to support the charging needs for the proposed 2026 Chevrolet Equinox EV vehicles. The electric charging stations are intended for City employees use only and may be equipped with RFID card readers for controlled user access. The Director is currently identifying incentives for the purchase and installation of three EV charging station kits which meet the City's control access needs and can fully integrate with the City's fuel management system software.

Strategic Plan Goal:

The purchase of four 2026 Chevrolet Equinox EV vehicles and installation of charging station kits to support EV charging needs meets the City's strategic plan goals and objectives of building and modernizing infrastructure and facilities to support the current and future needs of our City and community by expanding green infrastructure with fuel efficient, electric vehicles. In addition, the purchase of EV vehicles further supports the City's Sustainability Plan goals and objectives through the reduction of greenhouse gas emissions from transportation, providing an environmental benefit for the community.

Fiscal Impact:

The cost for the purchase of four 2026 Chevrolet Equinox EV vehicles through National Auto Fleet Group is \$184,959.70 and will initially be funded through available FY 25-26 funds for vehicle replacements. Once purchased, staff shall move forward with a request for a reimbursement of the \$121,150 in awarded grant funds through the EECBG Program. Awarded monies will be returned to the vehicle replacement funds. The difference of \$63,809.70, will be funded through available FY 25-26 funds for vehicle replacements.

Attachments:

1. National Auto Fleet Group Quote

ATTACHMENT 1

National Auto Fleet Group Quote



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

8/18/2025

8/19/2025 Re-Configured

Quote ID: **32813 R1**

Order Cut Off Date: **TBA**

Ms Xochitl Tipan

City of Monterey Park

320 W Newmark Ave

Monterey Park, California, 91754

Dear Xochitl Tipan,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Four (4) New/Unused (2026 Chevrolet Equinox EV (1MB48) 4dr LT2 w/PDE,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (4)	Total Savings
Contract Price	\$43,295.00	\$41,838.17	3.365 %	\$167,352.66	\$5,827.34
Tax (10.5000 %)		\$4,393.01		\$17,572.04	
Tire fee		\$8.75		\$35.00	
Total		\$46,239.92		\$184,959.70	

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper

Account Manager

Email: Fleet@NationalAutoFleetGroup.com

Office: (855) 289-6572

Fax: (831) 480-8497

Quoting Department

Account Manager

Fleet@NationalAutoFleetGroup.com

(855) 289-6572



GMC

Purchase Order Instructions & Resources

Once units are scheduled by OEM, no cancellations are accepted

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

EMISSIONS	
Code	Description
FE9	Emissions, Federal requirements
ENGINE	
Code	Description
EN0	Engine, none, (STD)
TRANSMISSION	
Code	Description
MF1	Transmission, none (electric drive unit), (STD)
PREFERRED EQUIPMENT GROUP	
Code	Description
2LT	LT Preferred Equipment Group, includes standard equipment
WHEELS	
Code	Description
REH	Wheels, 19" (48.3cm), (STD)
TIRES	
Code	Description
QLU	Tires, 245/55R19 all-season blackwall, (STD)
PAINT	
Code	Description
GAZ	Summit White
SEAT TYPE	
Code	Description
AR9	Seats, front bucket, (STD)
SEAT TRIM	
Code	Description
H9F	Black with Blue Accents, Evotex seat trim
MODEL OPTION	
Code	Description

PDE	LT 2
REQUIRED OPTION	
Code	Description
FWD	Propulsion, front wheel drive, (STD)

2026 Fleet/Non-Retail Chevrolet Equinox EV 4dr LT2 w/PDE

WINDOW STICKER

2026 Chevrolet Equinox EV 4dr LT2 w/PDE		
CODE	MODEL	MSRP
1MB48	2026 Chevrolet Equinox EV 4dr LT2 w/PDE	\$41,900.00
OPTIONS		
FE9	Emissions, Federal requirements	\$0.00
EN0	Engine, none, (STD)	\$0.00
MF1	Transmission, none (electric drive unit), (STD)	\$0.00
2LT	LT Preferred Equipment Group, includes standard equipment	\$0.00
REH	Wheels, 19" (48.3cm), (STD)	\$0.00
QLU	Tires, 245/55R19 all-season blackwall, (STD)	\$0.00
GAZ	Summit White	\$0.00
AR9	Seats, front bucket, (STD)	\$0.00
H9F	Black with Blue Accents, Evotex seat trim	\$0.00
PDE	LT 2	\$0.00
FWD	Propulsion, front wheel drive, (STD)	\$0.00
Please note selected options override standard equipment		
SUBTOTAL		\$41,900.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,395.00
TOTAL PRICE		\$43,295.00
Est City: N/A MPG		
Est Highway: N/A MPG		
Est Highway Cruising Range: N/A mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine, none (STD)
Propulsion, front wheel drive (STD)
Transmission, none (electric drive unit) (STD)

EXTERIOR

Wheels, 19" (48.3cm) (STD)
Tires, 245/55R19 all-season blackwall (STD)

INTERIOR

Seats, front bucket (STD)

CHARGING CORD

Dual Level Charge Cord, dual-mode, portable, 120-volt (1.4 kW) and 240-volt (7.7 kW) capability swappable NEMA 5-15 and NEMA 14-50 plugs with SAE J1772 vehicle connection
--

ADDITIONAL EQUIPMENT

Comfort Package includes (A2X) driver 8-way power seat adjuster, (AL9) driver power lumbar seat control, (KAG) driver and front passenger heated seat, cushion and back, (N53) Synthetic steering wheel, wrapped and (KI3) Heated steering wheel. All (Y19) Comfort Package content is standard on RS. (Included with (ZL3) Convenience Package or (6K5) Convenience Package II.)
Active Safety Package 2 includes (UKK) Rear Pedestrian Alert, (UV2) HD Surround Vision and (UVX) Traffic Sign Recognition (Included with (ZL3) Convenience Package or (6K5) Convenience Package II.)
Chevy Safety Assist includes Automatic Emergency Braking, Front Pedestrian Braking, Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam (Automatic Emergency Braking replaced by (UGN) Enhanced Automatic Emergency Braking. Lane Keep Assist with Lane Departure Warning replaced by (UKM) Enhanced Lane Keep Assist with Lane Departure Warning. Front Pedestrian Braking replaced by standard (UKT) Front Pedestrian and Bicyclist Braking.)
Convenience Package includes (AS2) Active Safety Package 2, (Y19) Comfort Package, (C70) Interior ambient, multi-color lighting, (TDG) Headlamps - center lit bar, (DD8) Inside rearview, auto-dimming mirror, (WLM) windows, power with driver Express-up and all windows Expressdown, (DEG) visors, driver and front passenger, illuminated, sliding with covered vanity mirrors, (V8P) bright roof rails, (DLF) outside mirrors, heated, power adjustable, manual folding, (K4C) portable, wireless phone charging, (TCP) AutoSense, hands-free power programmable liftgate with presence detection, (V92) Trailering provisions, (CTT) Hitch guidance and (PZ8) Hitch view. Also includes Evotex Seating Surfaces. (Not available when (6K5) Convenience Package II is ordered. All (ZL3) Convenience Package content is standard on RS. RS includes (VAB) Black roof rails.)

Electric drive unit, primary, 1 motor, integrated inverter, park system, 76F
Battery Pack, Propulsion
Fuel, none
Emission system zero emission vehicle (ZEV)
Electronic Precision Shift
Propulsion, electric, FWD
Vehicle-to-home (V2H) all V2H-capable GM EV's can provide power to your properly equipped home in a blackout to all equipment groups. (The GM Energy PowerShift Charger and GM Energy V2H Enablement Kit requires an adequately charged and properly equipped GM EV having bidirectional charging capabilities, a properly equipped home, and proper grid interconnection. Some eligible 24MY EVs will require a dealership or over-the-air update to enable bidirectional charging. Weather conditions, life of the battery, vehicle variation and usage, and other external factors may impact the duration of power supply. Power supply may be interrupted. It is not recommended that the following devices be powered with the GM Energy PowerShift Charger and V2H Enablement Kit: Medical Devices.)
AC Charging, 11.5 kW capable
Brakes, 17" front and rear sliding caliper disc with DURALIFE rotors with regenerative capability. 4 wheel disc and 4-wheel antilock braking.
Brake lining, non-asbestos, organic
Brake rotor, FNC
Battery, 12V/60AH, 680 ENCCA
Trailer provisions, wiring (does not include hitch receiver) (Included and only available with (ZL3) Convenience Package or (6K5) Convenience Package II.)
Hitch Guidance (Included and only available with (ZL3) Convenience Package or (6K5) Convenience Package II.)
Hitch View (Included and only available with (ZL3) Convenience Package or (6K5) Convenience Package II.)
Suspension, Ride and Handling
Wheel, spare, none
Tire, spare, none
Tire Inflator Kit (Included with 19" (48.3 cm) wheel. Not available with (RW4) 21" (53.3 cm) wheel.)
Roof rails, bright (Included and only available with (ZL3) Convenience Package or (6K5) Convenience Package II.)
Lamp, front marker, LED
Headlamps, center lit bar (Included and only available with (ZL3) Convenience Package or (6K5) Convenience Package II.)
Headlamps, LED, with LED Daytime Running Lamps
Tail lamps, LED
IntelliBeam, automatic high beam on/off
Glass, side front tempered, solar glazing
Glass, privacy
Glass, rear, deep tint
Mirrors, outside heated power-adjustable, manual-folding (Included and only available with (ZL3) Convenience Package or (6K5) Convenience Package II.)

Mirror caps, painted
Wipers, front intermittent
License plate front mounting package (will be forced on orders with ship-to states that require a front license plate)
Door handles, body-color
Liftgate, hands-free power programmable, AutoSense (Included and only available with (ZL3) Convenience Package or (6K5) Convenience Package II.)
Recovery hook, front
Recovery hook, rear
Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, and Natural Voice Recognition
Audio system feature, 6-speaker system
SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)
5G Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Seat trim, Evotex
Seat, driver power lumbar control (Included and only available with (Y19) Comfort Package.)
Seats, heated driver and front passenger cushion and seatback (Included and only available with (Y19) Comfort Package.)
Seat adjuster, driver 8-way power (Included and only available with (Y19) Comfort Package.)
Seat adjuster, front passenger 4-way manual
Seat, rear 60/40-split folding
Headrest, rear center
Console, floor, with armrest
Armrest, rear center, with cup holders
Floor mats, front, carpeted
Floor mats, rear, carpeted
Steering wheel, heated, automatic (Included and only available with (Y19) Comfort Package.)
Steering wheel, wrapped, round bottom
Steering column, tilt and telescopic
Speedometer, miles/kilometers, miles odometer
Display, automatic occupant sensing
Driver Information Center, 11" diagonal display
Windows, power with driver Express-Up and all windows Express-Down (Included and only available with (ZL3) Convenience Package or (6K5) Convenience Package II.)
Remote Start, smartphone app
Adaptive Cruise Control
Theft-deterrent system, unauthorized entry

Power outlets, (2), 12-volt, lower instrument panel and cargo area, auxiliary
Wireless Phone Charging (Included and only available with (ZL3) Convenience Package or (6K5) Convenience Package II.)
USB ports, 2 type-C, Charge/Data ports located on floor console
USB ports, 2 type-C, located on back of center console, charge-only
Google Automotive Services capable
Navigation System through Google built-in compatibility (select service plan required, terms and limitations apply)
Infotainment, High
Air conditioning, single-zone automatic climate control
Air filter, pollutant
Glovebox
Mirror, inside rearview auto-dimming (Included and only available with (ZL3) Convenience Package.)
Visors, driver and front passenger illuminated sliding vanity mirrors, covered (Included and only available with (ZL3) Convenience Package or (6K5) Convenience Package II.)
Lighting, interior, ambient, multi-color (Included and only available with (ZL3) Convenience Package or (6K5) Convenience Package II.)
Enhanced Automatic Emergency Braking
Rear Park Assist
Intersection Automatic Emergency Braking
Rear Cross Traffic Braking
Reverse Automatic Braking
Front Pedestrian and Bicyclist Braking
Airbags, frontal, knee and seat-mounted side-impact for driver and front passenger and roof-rail mounted head-curtain for outboard seating positions. Includes Passenger Sensing System for front passenger (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
Airbag, Passenger Sensing System, sensor indicator inflatable restraint front passenger/child presence detector (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
Forward Collision Alert
Following Distance Indicator
Lane Keep Assist with Lane Departure Warning, enhanced
Rear Pedestrian Alert (Included and only available with (AS2) Active Safety Package 2.)
Blind Zone Steering Assist
HD Surround Vision (Included and only available with (AS2) Active Safety Package 2.)
LED Reflective Windshield Collision Alert
Safety Alert Seat
Seat belt, front passenger presence detector
Seat belt restraint pretensioner, rear
Restraint provision-retractor, automatic locking

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. It includes the Buckle-to-Drive feature which prevents the driver from shifting from Park for up to 20 seconds if the driver's seat belt is not buckled. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Restraint provisions, child, Isofix 2 point only, point/latch includes 2 top tether points

Rear Seat Reminder

Rear Seat Belt Indicator

Lock control system, passive entry, extended range

Door locks, rear child security

Side Bicyclist Alert

Traffic Sign Recognition, enhanced, sensor indicator (Included and only available with (AS2) Active Safety Package 2.)

Horn, dual-note

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

MODEL OPTION

LT 2 (Required on LT w/PDE trim. Includes standard equipment.)



City Council Staff Report

Date: September 17, 2025
Agenda Item Number: 9.J.

To: The Honorable Mayor and City Council
From: Shawn Igoe, Public Works Director
Subject: Transportation Updates

Recommendation:

It is recommended that the City Council consider:

1. Receiving and Filing this staff report summarizing the status of Community Transportation Updates;
2. Authorizing the City Manager to execute an Amendment with First Transit, in a form approved by the City Attorney, for fixed-route transit services on a month-to-month basis beginning on January 1, 2026 in amount not-to-exceed \$2,064,537;
3. Waiving Spirit Bus and MPK Transit Express Fare for riders on October 1, 2025 in honor of California Clean Air Day; and
4. Taking such additional, related, action that may be desirable.

Executive Summary:

The Public Works Director ("Director") worked with Arcadis/IBI Consultants, Inc ("Arcadis-IBI") to complete an evaluation of the City's Spirit Bus fixed-route transportation program. As a result of the evaluation, the Director provided service recommendations to City Council on June 18, 2024 and requested City Council direction on the implementation of a pilot program for the proposed restructure of routes and implementation of on-demand services. City Council was supportive of the pilot program and requested that the Director conduct additional outreach regarding proposed changes before deploying a pilot program. At the November 6, 2024 meeting, City Council approved on-demand services as part of a one-year pilot program. City Council also approved an extension with First Transit for services through December 31, 2025. At this time, the Director recommends City Council authorize a month-to-month extension to the agreement with First Transit for services after December 2025.

In addition, it is recommended that City Council waive the fare to the Spirit Bus and MPK Transit express on Wednesday, October 1, 2024, in celebration of California Clean Air Day.

Background:

On November 6, 2024, City Council approved a restructuring of Spirit Bus routes and

authorized a one-year pilot of MPK Transit Express, an on-demand rideshare program operated in partnership with Via Transportation, Inc. The changes came after an evaluation of the Spirit Bus system by Arcadis/IBI where it reviewed ridership data, cost trends, and community feedback to evaluate the efficiency of the system. Findings in the study included declining ridership, rising costs in operations, and service inefficiencies. Community feedback demonstrated a public interest in more direct routes, easier transfers, and flexible service like app-based, on-demand rides.

MPK Transit Express

MPK Transit Express, powered by Via, was launched in April 2025. The on-demand service supplements the City's fixed-route Spirit Bus system. The service helps bridge first- and last-mile gaps, provides transit access to areas no longer served by traditional routes, and offers expanded service hours and flexible pick-up/drop-off options. By working in tandem with the Spirit Bus, MPK Transit Express enhances mobility for residents, especially seniors, students, and those with limited transportation access.

Due to demand and mobility needs, on August 7, 2025 MPK Transit Express's coverage area expanded to include high-priority areas, including California State University, Los Angeles, larger coverage surrounding Mark Keppel High School, key destinations along South Atlantic Boulevard such as the County library, courthouse, and regional transit connections, including the Metro E Line station at Atlantic/Pomona, and Wal-Mart in the City of Rosemead. Since the zone expansion, ridership to the City of Rosemead has been requested daily. Additionally, service hours were extended to provide weekday service starting at 6:30 am through 7:30 pm.

During the reporting period of April 1, 2025 – July 31, 2025, a total of 2,730 rides were booked through Via's MPK Transit Express service, with the vast majority (98%) booked through the mobile application and only 2% by phone with an agent. The service continues to demonstrate strong usage around key community areas. The top pickup locations included Bruggemeyer Library, Mark Keppel High School, Costco, Langley Senior Center, East Los Angeles College, Quong Hoa Super Market and Atlantic Square, which together accounted for 18% of all trips. Similarly, the top destinations included Mark Keppel High School, Bruggemeyer Library, Costco, East Los Angeles College, 99 Ranch Market, and Atlantic Square, representing 13% of total trips. These trends highlight the service's role in providing reliable first- and last-mile connections to educational, civic, and commercial destinations within the community.

Fares for MPK Transit Express took effect on September 10, 2025. Fare is \$2.00 per ride, or \$1.00 per ride for riders over 55 years old and wheelchair accessible vehicle (WAV) riders. Riders can book additional seats for passengers for just \$1. Payment options include credit or debit cards via the app or phone. Additionally, the City also offers a voucher program that allows riders to use cash to purchase ride credit in increments of \$2, \$12, and \$20. Vouchers are available for purchase at the Langley Senior Center.

Spirit Bus

Changes to Spirit Bus routes took effect on August 1, 2025. The route restructuring included the following:

- Routes 1 & 2 were restructured into straightforward, bi-directional routes along Atlantic

Blvd. and Garfield Ave.

- Route 3 was streamlined to focus on higher-ridership segments, with on-demand service replacing low-use areas, leading to the elimination of service south of Graves Ave.
- Route 4 was discontinued and replaced entirely by MPK Transit Express
- Route 5 was extended to connect directly to the Metro E Line station at Atlantic/Pomona and provide access to Monterey Park Marketplace.

The Director is collecting ridership data to further evaluate the impacts of route changes to Spirit Bus service. However, ridership trends for Spirit Bus show a progressive decline in riders since the implementation of the City's on-demand service. The City's contract with First Transit for bus operation and maintenance services is set to expire on December 31, 2025. In order to allow for services to continue through the end of the pilot program and in conjunction of an RFP preparation, it is recommended that City Council authorize a month-to-month extension to the agreement with First Transit for services after December 2025. This will allow for continuity of services until the RFP process is completed.

Community Outreach

Outreach for both Spirit Bus and MPK Transit Express is continuously conducted through its Cascades newspaper, social media, tabling at community events, and printed media at City facilities and buses. Via has also run paid advertisements for promotion of services. To further encourage the use of public transportation it is recommended that City Council waive the fare to the Spirit Bus and MPK Transit express on Wednesday, October 1, 2025, in celebration of California Clean Air Day, as it has done in previous years.

California Clean Air Day is a statewide initiative dedicated to raising awareness about and promoting a collective effort to improve air quality. Free rides on the Spirit Bus and MPK Transit express will promote public transportation and reduce traffic and the City's carbon footprint through the reduction of automobile emissions. This action will support the City's sustainability initiatives to encourage the community to consider environmentally friendly activities such as using alternative forms of transportation. Other transportation agencies, such as LA County Metro and Montebello Bus Lines, also participate in free fares for California Clean Air Day.

Strategic Plan Goal:

These implementations meet the City's goal to expand access to community resources and services and expand connectivity to the Metro E Line and California State University, Los Angeles.

Fiscal Impact:

The FY 2024–25 budget included \$2,064,537 for fixed-route services and \$573,869 for on-demand micro-transit service. The updated cost for the restructured Spirit Bus service is \$1,738,560 per year. Expenditures incurred during FY 2024–25 for Via services totaled \$204,585.60. There are sufficient funds in the FY 2025–26 budget to cover the remaining fixed-route services provided by First Transit and the on-demand micro-transit service provided by Via.

The Spirit Bus fare is \$0.25 per passenger per boarding. The MPK Transit Express fare is \$2.00 per ride, or \$1.00 per ride for residents age 55 and over. Based on the most current

ridership data, there is an average of 98 Spirit Bus boardings and 151 MPK Transit Express rides on Wednesdays. The estimated fiscal impact of waiving fares in recognition of California Clean Air Day is approximately \$326.50 (\$24.50 for Spirit Bus and \$302.00 for MPK Transit Express). This revenue loss would be absorbed by the General Fund.

Attachments:

None



City Council Staff Report

Date: September 17, 2025
Agenda Item Number: 9.K.

To: The Honorable Mayor and City Council
From: Shawn Igoe, Public Works Director
Subject: County of Los Angeles Pest Control Agreement No. 807

Recommendation:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a pest control and weed abatement treatment agreement, in a form approved by the City Attorney, with the County of Los Angeles for pest control and weed abatement services for parks, parkways, roadsides and vacant lots; and
2. Taking such additional, related, action that may be desirable.

Executive Summary:

The County of Los Angeles offers pest control and weed abatement treatment services for parks, parkways, roadsides and vacant lots within the City. The Public Works Director ("Director") recommends approval of the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures ("ACWM") Pest Control Agreement for continued gopher abatement treatment services at City parks for a not to exceed amount of \$6,500 through June 30, 2026.

Background:

The City partners with the ACWM for gopher abatement services through the use of environmentally responsible control methods. The effective management of these rodents ensures protection of our public infrastructure, reduces repairs and maintenance costs, improves public safety and helps sustain our green spaces. All necessary labor, supervision, equipment and supplies necessary to perform gopher abatement services are provided at cost to the City. The Director recommends approval of the County of Los Angeles ACWM Pest Control Agreement for continued services, in an amount not to exceed \$6,500, through June 30, 2026.

Strategic Plan Goal:

The proposed pest control and weed abatement treatment agreement supports the City's strategic plan goal of maintaining infrastructure to support the current and future needs of our

City and community by improving public safety and preserving the City's urban landscape.

Fiscal Impact:

The services performed under the agreement are provided at cost to the City and are not to exceed the amount of \$6,500 through June 30, 2026. Funds for pest control and weed abatement treatment services were budgeted through the annual budget process for FY 25-26.

Attachments:

None



City Council Staff Report

Date: September 17, 2025

Agenda Item Number: 10.A.

To: The Honorable Mayor and City Council
From: Martha Garcia, Director of Finance
Subject: Public hearing to review and approve the Fiscal Year 2024-25 Consolidated Annual Performance and Evaluation Report for submittal to the U.S. Department of Housing and Urban Development

Recommendation:

It is recommended that the City Council consider:

1. Continuing the public hearing to the October 1, 2025, City Council meeting; and
2. Taking such additional, related, action that may be desirable.

Executive Summary:

The Consolidated Annual Performance and Evaluation Report is required by the U.S. Department of Housing and Urban Development for the Community Development Block Grant ("CDBG"), and HOME Investment Partnerships ("HOME") Programs during the fiscal year 2024-2025.

The Director of Finance recommends continuing this item to the October 1, 2025, City Council meeting to allow staff time to gather all necessary information for the completion of the report.

Background:

N/A

Strategic Plan Goal:

N/A

Fiscal Impact:

N/A

Attachments:

None



City Council Staff Report

Date: September 17, 2025
Agenda Item Number: 10.B.

To: The Honorable Mayor and City Council
From: Karl Berger , City Attorney
Subject: Determination of whether a public nuisance exists at 795 W. Garvey and consideration of potential abatement order pursuant to Monterey Municipal Park § 4.30.110

Recommendation:

It is recommended that the City Council consider:

1. Open the public hearing;
2. Receive all written and verbal testimony to determine whether a public nuisance exists at 795 W. Garvey;
3. Render decision on whether a public nuisance exists at 795 W. Garvey via minute order;
4. If a public nuisance is found to exist, approve and issue order to abate public nuisance at 795 W. Garvey.
5. Taking such additional, related, action that may be desirable.

Executive Summary:

Background:

Strategic Plan Goal:

Fiscal Impact:

Attachments:

None