



**CITY OF BELL GARDENS
CITY COUNCIL
REGULAR MEETING
MONDAY, MARCH 11, 2019, 6:00 PM
AGENDA**

LOCATION: CITY COUNCIL CHAMBER, 7100 GARFIELD AVENUE, BELL GARDENS, CA

Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the City Clerk at (562) 806-7704. Notification 48 business hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to the meeting. Any writings or documents provided to the majority of the City Council/Successor Agency regarding any item on this agenda will be made available for public inspection at the Receptionist Counter, City Hall, 7100 Garfield Avenue, Bell Gardens, CA, during normal business hours.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Pedro Aceituno, Council Member
Marco Barcena, Council Member
Jennifer Rodriguez, Council Member
Liseth Flores, Mayor Pro Tem
Alejandra Cortez, Mayor

CLOSED SESSION REPORT

PRESENTATIONS

- **Recognition of K-9 Baron and K-9 Officer Luis Isarraraz**
- **BGHS Girls Wrestling Team Recognition**

PUBLIC COMMENTS ON AGENDA ITEMS ONLY

(Three minutes per person, subject to a total period of 30 minutes)

This public comment period is for items listed on the CITY COUNCIL AGENDA ONLY. Submit a WHITE public comment card with the agenda item number you would like to discuss to the City Clerk prior to the start of this period. Cards that are submitted with no agenda item listed will be moved to the final public comment period. There will be no further cards accepted once the public comment period has started. Comments are limited to three (3) minutes per person, subject to an overall thirty (30) minute period. Please direct your comments to the Mayor and observe the Rules of Decorum appropriate to the Council Chamber. State law prohibits the City Council from discussing any item not appearing on the posted City Council Agenda.

CONSENT CALENDAR (Items No. 1-6)

All matters listed under the Consent Calendar are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council request specific items to be removed from the Consent Calendar for separate action. Items called for separate discussion will be heard as the next order of business.

1. **GENERAL MOTION TO WAIVE FULL READING AND APPROVE ORDINANCES BY TITLE ONLY PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 36934**

In order to expedite the conduct of business at City Council meetings, California State Law (California Government Code Section 36934) allows Ordinances to be read by title if a majority of the legislative body supports the motion to waive the full reading.

Recommendation:

It is staff recommendation that the City Council approve a general motion to waive full reading and approve Ordinances by title only pursuant to California Government Code Section 36934.

2. **MINUTES OF THE FEBRUARY 11, 2019 CITY COUNCIL CLOSED SESSION AND REGULAR MEETING AND FEBRUARY 25, 2019 CLOSED SESSION AND REGULAR MEETING**

February 11, 2019 - Closed Session Minutes
February 11, 2019 - Regular Meeting Minutes
February 25, 2019 - Closed Session Minutes
February 25, 2019 - Regular Meeting Minutes

Recommendation:

It is staff recommendation that the City Council approve the minutes of the City Council Closed Session of February 11, 2019, Regular City Council Meeting of February 11, 2019, City Council Closed Session of February 25, 2019, and Regular City Council Meeting of February 25, 2019.

3. **WARRANT REGISTERS AND WIRE TRANSFERS**

In approving the action of receiving and filing the warrant registers, the official minutes of the Bell Gardens City Council should state that each individual member of the City Council is not voting on, influencing the outcome of, or participating in approving, accepting, receiving or filing any warrant which bears the name of the same council member, or pays for any costs or expenses, or otherwise benefits the same named council member. Each council member will not be participating, influencing or voting on any such warrant bearing their name or which benefits the same named council member, but with that exception is voting in favor of receiving and filing all other warrants contained in this report, unless otherwise noted on the record at the time of the approval of the action required by this report.

Recommendation:

It is staff recommendation that the City Council receive and file the warrant registers, wire transfers, and net payrolls dated 02/12/19, 02/14/19, and 02/19/19.

4. **JANUARY 2019 TREASURER'S REPORTS**

The Treasurer's Report is a list of cash and investments for the month.

Recommendation:

It is staff recommendation that the City Council receive, approve, and file the January 2019 Treasurer's Reports.

5. CLAIM REJECTION

A claim was filed with the City. Staff directed the claim to the City's general liability claims administrator Carl Warren & Company for processing, review, and investigation. Following the investigation, Carl Warren & Company and City staff determined that the City is not liable for the claim.

Recommendation:

It is staff recommendation that the City Council reject the following claim and the claimant and/or their representative be notified:

- Francisca Garcia v. City of Bell Gardens (DOE 04/18/18; DOR 06/4/18)

The City's general liability claims administrator, Carl Warren & Company, recommends that this claim be rejected. The claimant, subject to certain exceptions, shall have up to six months to file a court action subsequent to the City Council's rejection.

6. CONSIDERATION TO ADOPT MEMORANDA OF UNDERSTANDING WITH THE BELL GARDENS POLICE OFFICERS ASSOCIATION AND POLICE MANAGEMENT ASSOCIATION

For members of the Police Officers Association (POA) and Police Management Association (PMA), the City has tentatively agreed, subject to Council approval, to status quo and no cuts agreements on all economic issues. No economic terms will be affected from the previous 2016-2018 POA and PMA MOU. The POA and City management have tentatively agreed to update the language for the selection process of Senior Officers. Except for the term of the agreement, there are no changes to the PMA MOU.

Recommendation:

It is staff recommendation that the City Council, by motion, approve the attached resolutions adopting Memoranda of Understanding between the City of Bell Gardens and the Bell Gardens Police Officers Association and Police Management Association for the period July 1, 2018, through June 30, 2019.

DISCUSSION (Item No. 7)

7. BELL GARDENS COMMUNITY GARDEN UPDATE

This item provides information on the history of the Bell Gardens Community Garden as well as the yearly lease, and waitlist process.

Recommendation:

It is staff recommendation that the City Council receive and file this report regarding the Bell Gardens Community Garden lease and waitlist process.

STUDY SESSION (Item No. 8)

8. STUDY SESSION REGARDING RENT CONTROL

A request was received from Council Member Rodriguez regarding providing information about rent control to the City Council.

Recommendation:

It is staff recommendation that the City Council provide the City Attorney's Office with direction regarding potential development of a rent stabilization and dispute resolution ordinance and program.

PUBLIC COMMENTS ON NON-AGENDA ITEMS UNDER THE SUBJECT MATTER JURISDICTION OF THE CITY COUNCIL

(Three minutes per person, subject to a total period of 30 minutes)

This public comment period is for items UNDER THE SUBJECT MATTER JURISDICTION OF THE CITY COUNCIL ONLY. Submit a PINK public comment card with the matter you would like to discuss to the City Clerk prior to the start of this period. There will be no further cards accepted once the public comment period has started. Comments are limited to three (3) minutes per person, subject to an overall thirty (30) minute period. Please direct your comments to the Mayor and observe the Rules of Decorum appropriate to the Council Chamber. State law prohibits the City Council from discussing any item not appearing on the posted City Council Agenda.

CITY COUNCIL MEMBER COMMENTS

ADJOURNMENT

Posted by: Vanessa Quiroz, City Clerk Secretary Date: March 7, 2019 Time: 3:30 p.m.



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 1.

TO:	Honorable Mayor and City Council Members
FROM:	Chris Daste, Acting City Manager
BY:	Kristina Santana, City Clerk
SUBJECT:	GENERAL MOTION TO WAIVE FULL READING AND APPROVE ORDINANCES BY TITLE ONLY PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 36934
DATE:	March 11, 2019

RECOMMENDATION:

It is staff recommendation that the City Council approve a general motion to waive full reading and approve Ordinances by title only pursuant to California Government Code Section 36934.

BACKGROUND/DISCUSSION:

In order to expedite the conduct of business at Council meetings, California State Law (California Government Code Section 36934) allows Ordinances to be read by title if a majority of the Council supports the motion waiving the full reading. Most California cities adopt a standard motion at the beginning of each meeting in order to effectuate this waiver.

Since most of the Ordinances introduced and adopted consist of multiple pages of technical language, reading by title only allows the Council to eliminate the communication of redundant information and attend to other matters during the meetings. Otherwise, the entire Ordinance language will have to be read in full.

CONCLUSION:

Allowing ordinances to be read by title only, according to California State Law, will expedite the conduct of business at Council Meetings.

FISCAL IMPACT:

No fiscal impact.

APPROVED ELECTRONICALLY BY:

Chris Dasté, Acting City Manager

Marc Tran, Interim Assistant City Attorney for Rick R. Olivarez, Interim City Attorney

Will Kaholokula, Director of Finance and Administrative Services



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 2.

TO:	Honorable Mayor and City Council Members
FROM:	Chris Daste, Acting City Manager
BY:	Kristina Santana, City Clerk
SUBJECT:	MINUTES OF THE FEBRUARY 11, 2019 CITY COUNCIL CLOSED SESSION AND REGULAR MEETING AND FEBRUARY 25, 2019 CLOSED SESSION AND REGULAR MEETING
DATE:	March 11, 2019

RECOMMENDATION:

It is staff recommendation that the City Council approve the minutes of the City Council Closed Session of February 11, 2019, Regular City Council Meeting of February 11, 2019, City Council Closed Session of February 25, 2019, and Regular City Council Meeting of February 25, 2019.

BACKGROUND/DISCUSSION:

Every City Council Meeting the City Clerk summarizes the actions and comments made by the City Council.

CONCLUSION:

If approved, the minutes of the Regular City Council Meeting will be archived in the City Clerk's Office.

FISCAL IMPACT:

No fiscal impact.

ATTACHMENTS:

Exhibit A - Closed Session Minutes of February 11, 2019
Exhibit B - Minutes of February 11, 2019
Exhibit C - Closed Session Minutes of February 25, 2019
Exhibit D - Minutes of February 25, 2019

APPROVED ELECTRONICALLY BY:

Chris Dasté, Acting City Manager
Marc Tran, Interim Assistant City Attorney for Rick R. Olivarez, Interim City Attorney
Will Kaholokula, Director of Finance and Administrative Services



**CITY OF BELL GARDENS
CITY COUNCIL
REGULAR MEETING – CLOSED SESSION
MONDAY, FEBRUARY 11, 2019, 5:00 P.M.
MINUTES**

LOCATION: CITY COUNCIL CHAMBER, 7100 GARFIELD AVENUE, BELL GARDENS, CA

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CALL TO ORDER – Mayor Cortez called the meeting to order at 5:00 p.m.

ROLL CALL OF CITY COUNCIL MEMBERS

Present: Council Members Aceituno (arrived at 5:01 p.m.), Barcena, Rodriguez;
Mayor Pro Tem Flores (arrived at 5:01 p.m.); Mayor Cortez
Absent: None

PUBLIC COMMENTS ON AGENDA ITEMS ONLY

Mayor Cortez opened the public comment period. There were no speakers. Mayor Cortez closed the public comment period and asked Interim City Attorney Rick R. Olivarez to announce the Closed Session item. The Council then recessed to the Council Conference Room (see page 2 for report on Closed Session) at 5:01 p.m. to discuss the following matter:

CLOSED SESSION

1. Conference with Legal Counsel – Anticipated Exposure to Litigation

Pursuant to Government Code section 54956.9
Subdivisions (d)(2) and (e)(5)
(one potential case)



**CITY OF BELL GARDENS
CITY COUNCIL
REGULAR MEETING
MONDAY, FEBRUARY 11, 2019, 6:00 P.M.
MINUTES**

LOCATION: CITY COUNCIL CHAMBER, 7100 GARFIELD AVENUE, BELL GARDENS, CA

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CALL TO ORDER – Mayor Cortez called the meeting to order at 6:01 p.m.

INVOCATION – was led by Mike Salazar.

PLEDGE OF ALLEGIANCE – was led by Girl Scout Brownie Troop #2543.

ROLL CALL OF CITY COUNCIL MEMBERS

Present: Council Members Aceituno, Barcena, Rodriguez; Mayor Pro Tem Flores;
Mayor Cortez
Absent: None

CLOSED SESSION REPORT

Interim City Attorney Rick R. Olivarez stated that the City Council recessed to closed session with all members present for discussion of the item posted on the agenda. He stated that the City Council received a briefing from legal counsel, and direction was given to legal counsel with Council Member Aceituno abstaining from the direction that was given.

PUBLIC HEARING (Item No. 1)

1. COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FY 2019-2020

Approval of proposed project and budget for the Community Development Block Grant Program 2019-2020 Fiscal Year upon consideration of public testimony and discussion.

Recommendation:

It is staff recommendation that the City Council conduct a public hearing on the proposed project and budget for the Community Development Block Grant Program Year, and upon consideration of public testimony and discussion of relevant issues, approve the proposed Fiscal Year (FY) 2019-2020 CDBG funds by adopting Resolution No. 2019-08.

Acting Director of Community Development Carmen Morales gave an oral presentation.

Los Angeles County CDBG Consultant Diana Cho gave a PowerPoint presentation.

Mayor Cortez opened the Council comment period at 6:08 p.m.

Mayor Pro Tem Flores asked if the funds would be locked in for just the pool or if they could be re-allocated to other projects in case the City can find grants to pay for the pool.

Diana Cho stated that the City could amend the allocation mid-cycle if necessary.

Mayor Cortez opened the public comment period at 6:10 p.m.

There were no public comments.

Mayor Cortez closed the public comment period at 6:10 p.m.

A motion was made by Council Member Rodriguez, and seconded by Mayor Cortez, to approve the proposed Fiscal Year (FY) 2019-2020 CDBG funds by adopting Resolution No. 2019-08.

The motion carried 5-0 with the following vote.

AYES: Council Members Aceituno, Barcena, Rodriguez; Mayor Pro Tem Flores; Mayor Cortez
NOES: None
ABSENT: None
ABSTAIN: None

PUBLIC COMMENTS ON AGENDA ITEMS ONLY

No Comments

CONSENT CALENDAR (Items No. 2-7)

A motion was made by Mayor Pro Tem Flores, and seconded by Council Member Rodriguez, to approve Items No. 2-7.

The motion carried 5-0 with the following vote.

AYES: Council Members Aceituno, Barcena, Rodriguez; Mayor Pro Tem Flores; Mayor Cortez
NOES: None
ABSENT: None
ABSTAIN: None

2. GENERAL MOTION TO WAIVE FULL READING AND APPROVE ORDINANCES BY TITLE ONLY PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 36934

In order to expedite the conduct of business at City Council meetings, California State Law (California Government Code Section 36934) allows Ordinances to be read by title if a majority of the legislative body supports the motion to waive the full reading.

Recommendation:

It is staff recommendation that the City Council approve a general motion to waive full reading and approve Ordinances by title only pursuant to California Government Code Section 36934.

3. MINUTES OF THE JANUARY 10, 2019 SPECIAL CITY COUNCIL CLOSED SESSION MEETING AND JANUARY 14, 2019 REGULAR CITY COUNCIL MEETING

January 10, 2019 - Special Closed Session Minutes January 14, 2019 - Regular Meeting Minutes

Recommendation:

It is staff recommendation that the City Council approve the minutes of the Special City Council Closed Session of January 10, 2019, and the Regular City Council Meeting of January 14, 2019.

4. WARRANT REGISTERS AND WIRE TRANSFERS

In approving the action of receiving and filing the warrant registers, the official minutes of the Bell Gardens City Council should state that each individual member of the City Council is not voting on, influencing the outcome of, or participating in approving, accepting, receiving or filing any warrant which bears the name of the same council member, or pays for any costs or expenses, or otherwise benefits the same named council member. Each council member will not be participating, influencing or voting on any such warrant bearing their name or which benefits the same named council member, but with that exception is voting in favor of receiving and filing all other warrants contained in this report, unless otherwise noted on the record at the time of the approval of the action required by this report.

Recommendation:

It is staff recommendation that the City Council receive and file the warrant registers, wire transfers and net payrolls dated 12/18/18, 12/20/18, 01/03/19, 01/08/19, 01/15/19, 01/17/19 and 01/22/19.

5. NOVEMBER AND DECEMBER 2018 TREASURER'S REPORTS

The Treasurer's Report is a list of cash and investments for the month.

Recommendation:

It is staff recommendation that the City Council receive, approve, and file the November and December 2018 Treasurer's Reports.

6. CONGESTION MANAGEMENT PLAN (CMP) OPT-OUT

Resolution electing to join other communities in Los Angeles County in opting out of the requirements of the Congestion Management Program established in 1990 by Proposition 111.

Recommendation:

It is staff recommendation that the City Council adopt Resolution No. 2018-09 electing to be exempt from the Congestion Management Program (CMP) in accordance with the CMP State statute.

7. AB 1234 CONFERENCE REPORT

Pursuant to the requirements of AB 1234, a report is required by any elected official attending a conference or seminar at the City's expense.

Recommendation:

It is staff recommendation that the City Council receive and file this report, in adherence to AB 1234 reporting requirements.

DISCUSSION (Items No. 8-12)

8. LOCAL COMMISSIONS ORGANIZATION

Currently there are five commissions which have been established to provide insight and recommendations to the City Council on a wide variety of community themes and topics. Council Member Rodriguez has requested a change to the structure of the current commissions. This report gives a broad overview of the current structure of the City's local commissions.

Recommendation:

It is staff recommendation that the City Council, by motion, receive and file this report and provide any further direction to staff.

Council Member Barcena asked for clarification on the staff recommendation on this item.

City Clerk Kristina Santana clarified that the agenda report included the history of the City's five commissions with a recommendation to receive and file the report and give staff any further direction on any changes to the structure of the commissions.

Council Member Barcena requested that the Recreation, Cultural and Youth Commission be split into two commissions: a Recreation Commission which would focus on parks, recreation, sports, healthy eating, active living, fighting obesity, and improving recreation programs; and Culture & Arts Commission which would focus on cultural events, arts, and theater performance.

Mayor Cortez requested the creation of an Environmental Commission.

Mayor Pro Tem Flores requested the creation of a Youth Commission.

A motion was made by Mayor Pro Tem Flores, and seconded by Council Member Rodriguez, to receive and file the report and directed staff to draft an ordinance to create a Recreation Commission, Culture & Arts Commission, Environmental Commission and Youth Commission.

The motion carried 5-0 with the following vote.

AYES:	Council Members Aceituno, Barcena, Rodriguez; Mayor Pro Tem Flores; Mayor Cortez
NOES:	None
ABSENT:	None
ABSTAIN:	None

9. LOCAL COMMISSIONS APPOINTMENT LIST

The Local Commissions Appointments List outlines the City of Bell Gardens Commissions and Commissioners. Per the Bell Gardens Municipal Code, City Commissions consist of Bell Gardens residents appointed by each member of the City Council. Council Members may remove commissioners during any regular City Council meeting and may appoint commissioners following 10 days after the posting of the vacancy notice.

Recommendation:

It is staff recommendation that the City Council review the Commissions Appointments List and by motion, remove commissioners and/or make appointments to the posted vacancies.

City Clerk Kristina Santana gave an oral presentation.

Mayor Cortez nominated Laura Cortez for the Traffic and Safety Commission and Alex Villalobos for the Planning Commission.

A motion was made by Mayor Cortez, and seconded by Council Member Rodriguez, to approve the nominations.

The motion carried 5-0 with the following vote.

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AYES: Council Members Aceituno, Barcena, Rodriguez; Mayor Pro Tem Flores; Mayor Cortez
NOES: None
ABSENT: None
ABSTAIN: None

Council Member Rodriguez nominated Sergio Hernandez for the Planning Commission, Yvette Juarez for the Education Commission, and removed Ruby Radilla from the Senior Citizen Commission.

A motion was made by Mayor Cortez, and seconded by Mayor Pro Tem Flores, to approve the nominations and removal.

The motion carried 5-0 with the following vote.

AYES: Council Members Aceituno, Barcena, Rodriguez; Mayor Pro Tem Flores; Mayor Cortez
NOES: None
ABSENT: None
ABSTAIN: None

10. NEW CITY WEBSITE UPDATE

A request was received from Council Member Rodriguez regarding providing an update on the City's new website.

Recommendation:

It is staff recommendation that the City Council receive and file this report.

Administrative Services Manager Nick Razo and Lan Wan Representative Rami Dabebneh gave a PowerPoint presentation.

After discussion by the Council, a motion was made by Council Member Rodriguez, and seconded by Mayor Pro Tem Flores, to receive and file the report.

The motion carried 5-0 with the following vote.

AYES: Council Members Aceituno, Barcena, Rodriguez; Mayor Pro Tem Flores; Mayor Cortez
NOES: None
ABSENT: None
ABSTAIN: None

11. UPDATE ON HOMELESS AND MENTAL HEALTH INFORMATION

A request was received from Council Member Rodriguez regarding providing an update on the City's intervention to address the growing Homeless and Mentally ill population in our community.

Recommendation:

It is staff recommendation that the City Council, by motion, receive and file this report.

Chief of Police Scott Fairfield gave a PowerPoint presentation.

Council Member Barcena directed staff to create a section on the City website that provides homeless resources for residents and to also use social media to disseminate the information.

Chief – I appreciate that. Staffing is a huge issue. One thing I would like to look into is getting a county clinician assigned to us full time. With that clinician, the process is sped up. Cant continue to expect our officers to act as clinicians/psychologists.

After some discussion about what resources would help the Police Department deal with the homeless population, Council Member Rodriguez stated that she would like to meet with a second Council Member to discuss the possibility of hiring a County Clinician to work with the Police Department.

Chief of Police Scott Fairfield said that he would direct his staff to provide Council Member Rodriguez with more information about adding a County Clinician position.

A motion was made by Council Member Rodriguez, and seconded by Mayor Pro Tem Flores, to receive and file the report.

The motion carried 5-0 with the following vote.

AYES:	Council Members Aceituno, Barcena, Rodriguez; Mayor Pro Tem Flores; Mayor Cortez
NOES:	None
ABSENT:	None
ABSTAIN:	None

12. ON-STREET PARKING SPACE MARKINGS (“T” MARKINGS)

A request was received from Council Member Rodriguez regarding providing an evaluation on the installation of "T" markings to regulate parking along residential streets. Currently T-markings designate individual parking spaces have been limited to locations of high turnover commercial uses, with no T-markings located in residential neighborhoods. Striping of curbside parking in residential areas would likely result in a net loss of parking for residents; therefore it is not recommended. City is in the process of exploring options to address parking and traffic concerns by way of a "Complete Streets Study."

Recommendation:

It is staff recommendation that the City Council, by motion, receive and file this report and provide staff with any further direction.

Director of Public Works Chau Vu gave a PowerPoint presentation.

Council Member Rodriguez requested that this presentation be made at the next Complete Streets workshop, that a survey go out to the community through the City's website and that the community be informed.

Council Member Rodriguez requested studying Quinn Street, Gotham Street, and Cecilia Street and possibly doing a pilot program. Mayor Pro Tem Flores and Mayor Cortez agreed with this recommendation and also recommended a city wide study and discussion about this at the next Complete Streets workshop.

Acting City Manager Chris Daste suggested that staff get input from residents at the Complete Streets workshop as a first step and then staff will bring back the information to the Council.

A motion was made by Council Member Rodriguez, and seconded by Mayor Cortez, to receive and file the report.

The motion carried 5-0 with the following vote.

AYES: Council Members Aceituno, Barcena, Rodriguez; Mayor Pro Tem Flores; Mayor Cortez
NOES: None
ABSENT: None
ABSTAIN: None

PUBLIC COMMENTS ON NON-AGENDA ITEMS UNDER THE SUBJECT MATTER JURISDICTION OF THE CITY COUNCIL

Francine Gardea asked how the Design Your Park meeting was being funded. She commented on the baby changer in the City Hall restrooms. She asked the Council how they can support residents during the government shutdown. Lastly, she encouraged the new Council Members to work together and to express their opinions and ideas.

Julia Emerson from the Southern California Gas Company commented on energy and energy balance. She commented on the challenges with electric energy and discussed the benefits of renewable natural gas and methane gas for energy. Lastly, she offered the Council a tour of the Gas Company's facility.

Jocelyn Del Real stated that natural gas is still a fossil fuel. She commented on poverty in the community and asked the Council to look for solutions to affordable housing. She asked the Council to provide resources to residents who are in danger of eviction.

Andrew Leon thanked the Police Department for their work on homelessness in the community. He commented on his experience working with homeless individuals and offered his support to the Council to possibly collaborate on this issue. Lastly, he asked for information about why the commissions were cut from ten to five and what Council will do to improve commissioner attendance.

CITY COUNCIL MEMBER COMMENTS

Council Member Aceituno thanked the residents who spoke at the meeting. He commended Andrew Leon for offering to participate with the City on the homeless issue. He wished everyone a happy Valentines Day. He asked that the Council adjourn the meeting in memory of Deputy Sheriff Joshua Bryan Ryer, Jr. End of Watch January 29, 2019, Corporal Shane Toddy End of Watch February 1, 2019, Detective Lee Brewer End of Watch February 2, 2019, Agent Donna Doss End of Watch February 2, 2019, Trooper Lucas Dowell End of Watch February 4, 2019, Police Officer Matthew Rittner End of Watch February 6, 2019. Lastly he commented on the important of thanking and recognizing public safety personnel for their service to their communities.

Council Member Rodriguez commented on rent control and asked the Interim City Attorney to provide information to the Council regarding what can be done.

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Interim City Attorney Rick R. Olivarez stated that there is not much that the City can do regarding agreements between owners and tenants but regarding rent control, he could bring information to the City Council.

Council Member Rodriguez asked that he provide that information to the Council. She thanked staff for all the work they put into the Council meeting presentations. She expressed excitement over the new website. She thanked the Chief of Police, she commented on the importance of T-markings for the community, and she expressed her gratitude for the work staff does.

Council Member Barcena thanked everyone for their comments. He commented on the Design Your Own Park workshop, and he thanked Andrew Leon for lending his support to the Council.

Mayor Pro Tem Flores thank everyone for attending, participating and cooperating. She thanked staff for putting the presentations together. She expressed her excitement about the new website. She thanked the Chief of Police for his work on homelessness. She thanked Andrew Leon and Francine Gardea for their comments.

Mayor Cortez asked the Council for their approval to have the City host immigration rights and housing rights workshops.

A motion was made by Council Member Rodriguez, and seconded by Mayor Pro Tem Flores, to support allowing the City to host immigration rights and housing rights workshops.

The motion carried 5-0 with the following vote.

AYES:	Council Members Aceituno, Barcena, Rodriguez; Mayor Pro Tem Flores; Mayor Cortez
NOES:	None
ABSENT:	None
ABSTAIN:	None

Mayor Cortez announced that resident Fernando Garcia was killed in a motorcycle accident and encouraged everyone to donate to his Go Fund Me account "Fernando Garcia Garcia". Lastly, she encouraged everyone to attend the Design Your Own Park workshop.

ADJOURNMENT – Mayor Cortez adjourned the City Council meeting at 8:11 p.m. in memory of officers Joshua Bryan Ryer, Jr., Shane Toddy, Lee Brewer, Donna Doss, Lucas Dowell, and Matthew Rittner.

Kristina Santana
City Clerk



**CITY OF BELL GARDENS
CITY COUNCIL
REGULAR MEETING – CLOSED SESSION
MONDAY, FEBRUARY 25, 2019, 5:00 P.M.
MINUTES**

LOCATION: CITY COUNCIL CHAMBER, 7100 GARFIELD AVENUE, BELL GARDENS, CA

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CALL TO ORDER – Mayor Cortez called the meeting to order at 5:00 p.m.

ROLL CALL OF CITY COUNCIL MEMBERS

Present: Council Members Aceituno, Barcena, Rodriguez; Mayor Pro Tem Flores;
Mayor Cortez
Absent: None

PUBLIC COMMENTS ON AGENDA ITEMS ONLY

Mayor Cortez opened the public comment period. There were no speakers. Mayor Cortez closed the public comment period and asked Interim City Attorney Rick R. Olivarez to announce the Closed Session items. Interim City Attorney Rick R. Olivarez announced Items No. 1 and 2. The Council then recessed to the Council Conference Room (see page 2 of the City Council minutes for report on Closed Session) at 5:00 p.m. to discuss the following matters:

CLOSED SESSION

- 1. Conference with Legal Counsel - Anticipated Exposure to Litigation**
Pursuant to Government Code section 54956.9
Subdivisions (d)(2) and (e)(5)
(two potential cases)
- 2. Conference with Legal Counsel - Inquiry Regarding Whether to Initiate Litigation**
Pursuant to Government Code section 54956.9
Subdivision (d)(4)
(one potential case)



**CITY OF BELL GARDENS
CITY COUNCIL
REGULAR MEETING
MONDAY, FEBRUARY 25, 2019, 6:00 P.M.
MINUTES**

LOCATION: CITY COUNCIL CHAMBER, 7100 GARFIELD AVENUE, BELL GARDENS, CA

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CALL TO ORDER – Mayor Cortez called the meeting to order at 6:00 p.m.

INVOCATION – was led by Director of Finance and Administrative Services Will Kaholokula.

PLEDGE OF ALLEGIANCE – was led by Girl Scout Brownie Troop #2543.

ROLL CALL OF CITY COUNCIL MEMBERS

Present: Council Members Aceituno, Barcena, Rodriguez; Mayor Pro Tem Flores;
Mayor Cortez
Absent: None

CLOSED SESSION REPORT

Interim City Attorney Rick R. Olivarez stated that the City Council recessed to closed session with all members present for discussion of the items posted on the agenda. He stated that with respect to the first item, the Council received a report from legal counsel concerning a proposed settlement agreement, and on a 4-1 vote with Council Member Aceituno voting no, the City Council voted to approve the settlement. He stated that because the other party had not executed the settlement agreement, no final action was taken in closed session. He stated that with respect to the second item, the City Council received a report from legal counsel, unanimous direction was given but no final action was taken.

PRESENTATIONS

- **Recognition of K-9 Baron and K-9 Officer Luis Isarraraz**
This presentation was postponed to the next City Council meeting.

PUBLIC COMMENTS ON AGENDA ITEMS ONLY

No Comments.

CONSENT CALENDAR (Items No. 1-6)

Council Member Aceituno pulled Item No. 6 for further discussion.

A motion was made by Mayor Pro Tem Flores, and seconded by Mayor Cortez, to approve Items No. 1-5.

The motion carried 5-0 with the following vote.

AYES: Council Members Aceituno, Barcena, Rodriguez; Mayor Pro Tem Flores; Mayor Cortez
NOES: None
ABSENT: None
ABSTAIN: None

1. **GENERAL MOTION TO WAIVE FULL READING AND APPROVE ORDINANCES BY TITLE ONLY PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 36934**

In order to expedite the conduct of business at City Council meetings, California State Law (California Government Code Section 36934) allows Ordinances to be read by title if a majority of the legislative body supports the motion to waive the full reading.

Recommendation:

It is staff recommendation that the City Council approve a general motion to waive full reading and approve Ordinances by title only pursuant to California Government Code Section 36934.

2. **MINUTES OF THE JANUARY 14, 2019 CITY COUNCIL CLOSED SESSION MEETING AND JANUARY 28, 2019 CLOSED SESSION AND REGULAR CITY COUNCIL MEETING**

January 14, 2019 - Closed Session Minutes January 28, 2019 - Closed Session Minutes
January 28, 2019 - Regular Meeting Minutes

Recommendation:

It is staff recommendation that the City Council approve the minutes of the City Council Closed Session of January 14, 2019, and the Closed and Regular City Council Meeting of January 28, 2019.

3. **WARRANT REGISTERS AND WIRE TRANSFERS**

In approving the action of receiving and filing the warrant registers, the official minutes of the Bell Gardens City Council should state that each individual member of the City Council is not voting on, influencing the outcome of, or participating in approving, accepting, receiving or filing any warrant which bears the name of the same council member, or pays for any costs or expenses, or otherwise benefits the same named council member. Each council member will not be participating, influencing or voting on any such warrant bearing their name or which benefits the same named council member, but with that exception is voting in favor of receiving and filing all other warrants contained in this report, unless otherwise noted on the record at the time of the approval of the action required by this report.

Recommendation

It is staff recommendation that the City Council receive and file the warrant registers, wire transfers, and net payrolls dated 01/29/19, 01/31/19, and 02/05/19.

4. **APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR PLANNING CONSULTANT**

Adoption of a resolution approving a Professional Services Agreement with Linn & Associates to continue to provide contract planning services.

Recommendation:

It is staff recommendation that the City Council adopt Resolution No. 2019-10, approving a new Professional Services Agreement with Linn & Associates to provide planning services.

5. POLICE DEPARTMENT TO PURCHASE EXISTING WARRANTY FOR CITY-WIDE CAMERA SYSTEM

The Police Department would like to purchase an annual maintenance and warranty service plan for our current City wide surveillance camera system through CelPlan Technologies, Inc. ("CelPlan"). The new annual service plan will ensure the operational efficiency of the City wide camera system.

Recommendation:

It is staff recommendation that the City Council adopt Resolution No. 2019-11 thereby authorizing the Police Department to purchase an annual system maintenance and warranty service plan for its city-wide camera system for the period through 2019.

6. APPROVAL OF CITY SPONSORSHIP OF LOCAL NON PROFIT ORGANIZATION

Request from nonprofit organization Ferias Legales for (1) waiver of room rental fees or reduced room rental fees and (2) use of City logo for informational flyers.

Recommendation:

It is staff recommendation that the Council, by motion, (1) approve reduced room rental fees in a nominal amount and (2) approve the use of the City logo for workshop flyers.

Council Member Aceituno pulled this item for further discussion. He asked for clarification regarding why this item was on the agenda if the workshops were approved by the City Council at the last Council meeting.

Interim City Attorney Rick R. Olivarez stated that direction was given at the last Council meeting but because there are monetary expenditures involved he thought it was appropriate to bring the item back to the City Council for formal approval.

After further discussion by the Council, a motion was made by Council Member Rodriguez, and seconded by Council Member Barcena, to approve the reduced room rental fees in a nominal amount and to approve the use of the City logo for workshop flyers.

The motion carried 4-0-1 with the following vote.

AYES: Council Members Barcena, Rodriguez; Mayor Pro Tem Flores; Mayor Cortez
NOES: None
ABSENT: None
ABSTAIN: Council Member Aceituno

DISCUSSION (Items No. 7-9)

7. FY2018-19 MID-YEAR BUDGET REVIEW

Mid-Year review of the City's FY2018-19 operating budget.

Recommendation:

It is staff recommendation that the City Council receive and file this report.

Director of Finance & Administrative Will Kaholokula gave a PowerPoint presentation.

A motion was made by Council Member Barcena, and seconded by Mayor Pro Tem Flores, to receive and file the report.

The motion carried 5-0 with the following vote.

AYES: Council Members Aceituno, Barcena, Rodriguez; Mayor Pro Tem Flores; Mayor Cortez
NOES: None
ABSENT: None
ABSTAIN: None

8. PROPOSED ARTWORK FOR NEW TRANSIT BUSES

Staff is requesting that the City Council provide direction on which sample artwork will be installed on the new transit buses.

Recommendation:

It is staff recommendation that the City Council provide direction on which sample artwork will be installed on the new transit buses.

Director of Public Works Chau Vu gave a PowerPoint presentation.

After some discussion by the Council, Acting City Manager Chris Daste assured the Council that because there was not enough time to bring this item back to the Council, he would review the proofs and make sure they are in line with the direction from the City Council regarding incorporating pictures of more active seniors on the Dial-A-Ride bus.

After further discussion by the Council, Acting City Manager Chris Daste summarized their requests as: preferring option A with partial wrap; giving the Dial-A-Ride buses a blue background and giving the Trolley a red background; partial wrap to include City facilities and City activities; different looking wraps with three buses in the theme of the fixed route and two buses in the theme of the Dial-A-Ride

A motion was made by Council Member Rodriguez, and seconded by Council Member Barcena to move forward with what was articulated by the Acting City Manager.

The motion carried 5-0 with the following vote.

AYES: Council Members Aceituno, Barcena, Rodriguez; Mayor Pro Tem Flores; Mayor Cortez
NOES: None
ABSENT: None
ABSTAIN: None

9. SB 1383 – SHORT LIVED CLIMATE POLLUTANTS MANDATORY ORGANICS RECYCLING

In September 2016, the California State Legislature passed Senate Bill 1383 (SB 1383), establishing statewide methane emissions reduction targets to achieve a 50% reduction in the level of organic waste disposed from the 2014 level by 2020, and a 75% reduction by 2025. Additionally, SB 1383 sets a statewide target of a 20% reduction in disposed edible food.

Recommendation:

It is staff recommendation that the City Council receive and file this report regarding an 1383.

Director of Public Works Chau Vu introduced the City's Solid Waste Consultant Debbie Morris who gave a PowerPoint presentation.

After discussion by the Council, a motion was made by Council Member Rodriguez, and seconded by Mayor Pro Tem Flores, to receive and file the report.

The motion carried 5-0 with the following vote.

AYES: Council Members Aceituno, Barcena, Rodriguez; Mayor Pro Tem Flores;
Mayor Cortez
NOES: None
ABSENT: None
ABSTAIN: None

PUBLIC COMMENTS ON NON-AGENDA ITEMS UNDER THE SUBJECT MATTER JURISDICTION OF THE CITY COUNCIL

Laura Cortez commented on various energy systems and stated that natural gas is not a sustainable energy solution.

Andrew Leon asked the Council for information about the event they held on January 6, 2019.

Mayor Cortez stated that the public comment period is a one way communication and the Council could not respond at this time.

Andrew Leon continued to ask for the information regarding the January 6, 2019 event.

Interim City Attorney Rick R. Olivarez advised Mr. Leon to submit a Public Records Act Request for any requested records.

CITY COUNCIL MEMBER COMMENTS

Council Member Aceituno thanked those who spoke at the meeting. He stated that he would like to know if the City sponsored the event on January 6, 2019, if the City spent any funds, and if a permit was paid for the use of the event space, and asked if he must provide a written Public Records Act Request to the City Clerk's Office.

Interim City Attorney Rick R. Olivarez stated that he would work with the City Clerk's Office to provide the records to Council Member Aceituno.

Council Member Aceituno asked to adjourn the meeting in honor of Detective Brian Simonsen End of Watch February 12, 2019, Agent Alfred Zanyet-Perez End of Watch February 15, 2019, Undersheriff Monty Johnson End of Watch February 21, 2019, Police Officer Nicholas Galinger End of Watch February 24, 2019.

Council Member Rodriguez commented on the event hosted by the new Council Members. She stated that since 2003 the City Council has hosted many events using City facilities but there has never been a set policy or procedure for this practice. She asked that the Interim City Attorney prepare a policy regarding the Council's use of City facilities and bring it to the Council for their approval. She commented on the new Council Members working to help the community.

Mayor Pro Tem Flores thanked everyone for attending the Council meeting. She commented on needing to move past the tough campaign season. She commented on the event the new Council

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Members hosted and the positive impact it had on residents. Lastly, she stated that the Council serves at the pleasure of the residents and they are there for them.

Mayor Cortez thanked Council for their comments, thanked staff for their presentations, thanked Laura Cortez for her comments, and wished everyone a great evening and a great week.

ADJOURNMENT – Mayor Cortez adjourned the City Council meeting at 7:06 p.m. memory of fallen officers Brian Simonsen, Alfred Zanyet-Perez, Monty Johnson, and Nicholas Galinger.

Kristina Santana
City Clerk



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 3.

TO: Honorable Mayor and City Council Members
FROM: Chris Daste, Acting City Manager
BY: Will Kaholokula, Director of Finance & Administrative Services
SUBJECT: WARRANT REGISTERS AND WIRE TRANSFERS
DATE: March 11, 2019

RECOMMENDATION:

It is staff recommendation that the City Council receive and file the warrant registers, wire transfers, and net payrolls dated 02/12/19, 02/14/19, and 02/19/19.

BACKGROUND/DISCUSSION:

The attached warrant registers, wire transfers, and net payrolls are for 02/12/19, 02/14/19, and 02/19/19. The warrant registers, wire transfers, and net payrolls reflect the obligations of the City for the above referenced dates.

CONCLUSION:

If the recommendation to the City Council is approved, the warrant registers, wire transfers, and net payrolls dated 02/12/19 , 02/14/19, and 02/19/19 will be received and filed.

FISCAL IMPACT:

Description	Check Date	Reference Number	Amount
Warrant register	02/12/19	168726 - 168810	169,313.13
		Total Vouchers	169,313.13
Wire transfer	02/14/19	1316 - 1319	234,067.27
Warrant register	02/19/19	168811 - 168894	272,485.10
		Bank total	506,552.37
Net payroll transfer	02/14/19	-	477,766.70
		Total Vouchers	984,319.07
		Grand Total Voucher	1,153,632.20

ATTACHMENTS:

Exhibit A- Warrant Registers

APPROVED ELECTRONICALLY BY:

Chris Dasté, Acting City Manager

Marc Tran, Interim Assistant City Attorney for Rick R. Olivarez, Interim City Attorney

Will Kaholokula, Director of Finance and Administrative Services

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CITY OF BELL GARDENS

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Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168726	2/12/2019	000046 ACCURATE SECURITY, JOHN COSBY	20087		PW-FDPK ENTRY LOCKSET	198.41
			20088		PW-KEYS CITYWIDE	17.52
			20098		PW-KEYS CITYWIDE	92.53
			20119		PW-CITY HALL KEYS	48.18
			20140		PW-CITY FACILITIES KEYS	151.26
					Total :	507.90
168727	2/12/2019	000150 ANAYA'S SERVICE CENTER	31214		PW-SRVC/REPAIR VEH G176	905.86
			31215		PW-SRVC/REPAIR VEH L181	986.13
					Total :	1,891.99
168728	2/12/2019	009409 ARIZAGA, JOSE	281223		RCS YTH BASKETBALL K.ARIZAGA	30.00
					Total :	30.00
168729	2/12/2019	008041 AVANT GARDE INC.	5281	03679	PW COMPLETE ST PLAN ADMIN, O	1,333.75
			5282	03814	PW HVAC MAINT RFP PREP JAN20	1,350.00
			5283	03920	PW SENIOR METRO GRANT ADMIN	221.25
					Total :	2,905.00
168730	2/12/2019	008231 BATTERY SYSTEMS INC	4775170	03960	PW T-145 PLUS 6 VOLT BATTERY, (2,246.08
			4781334		PW-BATTERY CABLES PK VEHICLE	88.39
					Total :	2,334.47
168731	2/12/2019	000299 BLAUVELT SIGNS, LARRY BLAUVELT	5218		PW-INTERIM CITY ATTORNEY NAM	44.00
			5235		PW-DIAL A RIDE NEW SRVC FLYER	330.00
					Total :	374.00
168732	2/12/2019	009633 BLOOMFIELD HIGH SCHOOL	275940		RCS DEP REFUND NOV,DEC,JAN,F	600.00
					Total :	600.00
168733	2/12/2019	000302 BLUE DIAMOND MATERIALS	1409442		PW-CONCRETE/ASPHALT DUMP FI	150.00
					Total :	150.00
168734	2/12/2019	007091 BOSS AIR MECHANICAL	8067		PW-PERFORMED PREV MAINT PD	954.00
			8068		PW-REPAIR A/C AT PD TRAILER	282.00
					Total :	1,236.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168735	2/12/2019	000313 BRITE WHITE, ELISEO RODRIGUEZ	24541		CD BS FLAT REPAIR #02	15.00
					Total :	15.00
168736	2/12/2019	000480 BUS CARD SRVCS, CHEVRON AND TEXAS	55358152		PD FUEL EXP 1/2019	1,974.50
					Total :	1,974.50
168737	2/12/2019	008114 CALIFORNIA CLEANING SUPPLIES	46941		PW-BUS SHELTER SUPPLIES	137.78
					Total :	137.78
168738	2/12/2019	006345 CALIFORNIA LABOR LAW POSTER SV	2277525		2019 COMPLETE SET OF FED/STAT	682.00
					Total :	682.00
168739	2/12/2019	009635 CASTILLO, CLAUDIA	283376		RCS SHELTER DEP REFUND 2/9	50.00
					Total :	50.00
168740	2/12/2019	009526 CHARTER HIGH SCHOOL, CAMINO NUEVO	275940		RCS DEP REFUND SOCCER GAME	450.00
					Total :	450.00
168741	2/12/2019	003671 COMMAND SECURITY CORPORATION	588690		RCS SPRT CTR SEC 1/21-27TH	1,008.00
					Total :	1,008.00
168742	2/12/2019	009481 CONSTANT CONTACT INC	TOUF907AB3719		E-MARKETING SRVC 12 MONTHS	168.00
					Total :	168.00
168743	2/12/2019	009637 COVARRUBIAS, SALVADOR	281015		RCS YTH BASKETBALL S.COVARRU	30.00
					Total :	30.00
168744	2/12/2019	009191 DANCO TOOL & SUPPLY	3679		PW-PUMP TO PUMP OUT WATER	930.75
					Total :	930.75
168745	2/12/2019	004807 DAPEER,ROSENBLIT & LITVAK	15336		CD LEGAL MUNI CODE 12/2018	2,130.68
			15337		PD-LEGAL 12/2018	2,968.49
					Total :	5,099.17
168746	2/12/2019	000335 DEPT OF CONSERVATION	12/30/18		CD STRONG MOTION FEE OCT-DE	739.10
					Total :	739.10
168747	2/12/2019	003917 DIAL COMMUNICATIONS	49048		PW-MOTOROLA DIG MOBILE UNIT	281.55

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168747	2/12/2019	003917 003917 DIAL COMMUNICATIONS	(Continued)		Total :	281.55
168748	2/12/2019	003395 DISTRICT OF SO CA, WATER REPLENISH	387-123119		PW-GRND WATER PROD DEC 2018	26,055.54
					Total :	26,055.54
168749	2/12/2019	008460 DIV. OF THE STATE ARCHITECT	SB1186AB1379-JAN		DSA-796 SB1186 OCT-DEC 2018	75.50
					Total :	75.50
168750	2/12/2019	006424 FERNANDO'S HARDWARE & LUMBER	79508		PW-FORD PK SUPPLIES	53.62
			79515		PW-FORD PK SUPPLIES	50.35
					Total :	103.97
168751	2/12/2019	000849 FLORES, MIRIAM C.	12819		CCL-AGENDA TRANSL SRVCS 1/14	250.00
					Total :	250.00
168752	2/12/2019	006112 GALLS LLC	BC0753919		PD- UNIFORM FOR E.A PEREZ	820.74
					Total :	820.74
168753	2/12/2019	002092 GOLDEN STATE WATER COMPANY	01627100009-012511		PW-GARFIELD AVE & PK LANE	489.30
			01744100007-012511		PW-6458 IRRIG FLORENCE	331.31
			21145100000-012511		PW-SCOUT & RAMISH	420.33
			21744100005-012511		PW-6221 FLORENCE AVE.	242.28
			22744100003-012511		PW-8327 GARFIELD AVE.	326.62
			24412200008-012511		PW-8000 SCOUT	90.86
			31145100009-012511		PW-8000 SCOUT	1,265.56
			32916100004-012511		PW-8000 SCOUT	2,498.31
			41145100008-012511		PW-GILLILAND & SCOUT	181.36
			49226200001-012511		PW-8000 BTHRMS SCOUT	204.80
			49644100007-012511		PW-CLARA ST/IN SIDEWK IRRIG	67.44
			50744100004-012511		PW-N/E/C AJAX & FLORENCE	374.36
			52151200004-012411		PW-5856 LUDELL ST 1 OF 2	221.53
			52744100000-012511		PW-GARFIELD AVE. & EASTERN AV	242.28
			56810300006-012411		PW-8341 1/2 EASTERN	231.25
			57319200002-012511		PW-GAGE AVE&SPECHT	209.48
			59644100006-012511		PW-EASTERN S/O LIVE OAK IRRIG	195.42
			76132100009-012411		PW-5856 LUDELL ST	29.11
			80824200002-012411		PW-8321 JABONERIA RD	221.87
			81145100004-012511		PW-S/SIDE PARK LANE	32.43
			81916100001-012511		PW-8000 SCOUT	2,334.45

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168753	2/12/2019	002092 002092 GOLDEN STATE WATER COI	(Continued)		Total :	10,210.35
168754	2/12/2019	009632 GOMEZ, MARIBEL	282121		RCS SHELTER DEP REFUND 1/26	75.00
					Total :	75.00
168755	2/12/2019	000991 HDL COREN & CONE	0026257	03856	FA PROPERTY TAX JAN-MAR2019	2,600.75
					Total :	2,600.75
168756	2/12/2019	001025 HOME DEPOT	025858/8022865		PW-STREET CREW SUPPLIES	22.99
			029506/4034970		PW-FORD PK SUPPLIES	268.13
			030430/3035100		PW-STREET CREW SUPPLIES	64.36
			031868/2030030		PW-PW SUPPLIES	131.96
			66270000352559		FA WINDOW FOR FINANCE OFFICE	190.51
					Total :	677.95
168757	2/12/2019	008867 HOUSTON ENGINEERING INC	42054	03984	PW MS4 FRONT SOFTWARE MAIN	1,800.00
					Total :	1,800.00
168758	2/12/2019	008843 HYGENEX, INC.	179302		RCS FP INTERIOR MN 12/5-26TH	144.00
			179495		RCS GC MNTNCE 12/5-26TH	144.00
			179737		RCS FP EXTERIOR MN 12/5-26TH	348.00
					Total :	636.00
168759	2/12/2019	009373 INTERNATIONAL, THE COUNSELING TEA	71303	03966	PD PSYCHOLOGICAL CONTRACT S	1,000.00
					Total :	1,000.00
168760	2/12/2019	009579 J THAYER COMPANY LLC	13265520		PW-OFFICE SUPPLIES	678.46
					Total :	678.46
168761	2/12/2019	001153 JPM GLASS CO., JOSE P. MENDOZA	45808		FA WINDOW FOR FINANCE OFFICE	530.40
					Total :	530.40
168762	2/12/2019	009028 KANSAS STATE BANK	38	03819	VOIP SERVICES MARCH 2019	1,900.84
					Total :	1,900.84
168763	2/12/2019	006145 LAN WAN ENTERPRISE, INC.	62637	03978	IT SETUP VMWARE ON HOST - LAE	2,800.00
			62640	03978	IT SETUP VMWARE ON HOST - LAE	4,200.00
			62810	03967	PD SOFTWARE/HARDWARE WARR	2,515.66
			62812	03967	PD SOFTWARE/HARDWARE WARR	2,598.19

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168763	2/12/2019	006145 LAN WAN ENTERPRISE, INC.	(Continued)			
			62813	03967	PD-HP SERVER SOFTWARE/HARD'	2,425.60
			62815	03967	PD SOFTWARE/HARDWARE WARR	1,168.06
			62848	03841	PD LAN WAN MAINT1/21-24TH	4,800.00
					Total :	20,507.51
168764	2/12/2019	001269 LEAGUE OF CALIF. CITIES	189142		2019 STATE MEMBERSHIP DUES	15,531.00
					Total :	15,531.00
168765	2/12/2019	008684 LGP EQUIPMENT RENTALS INC	108208		RCS WINTER WONDERLAND TOW	412.73
			108221		PW-CONCRETE AT 6801 EASTERN	369.56
			108262		PW-CONCRETE AT 6801 EASTERN	257.32
			108309		PW-CONCRETE AT 5957 FLORENC	469.48
			108324		PW-CONCRETE @6637 CASSANDF	268.28
			108341		PW-CONCRETE AT 6239 AGRA ST	257.32
					Total :	2,034.69
168766	2/12/2019	001293 LIEBERT CASSIDY WHITMORE	1471332		GENERAL MATTERS DEC 2018	407.00
					Total :	407.00
168767	2/12/2019	007055 LINGLE BROS. COFFEE, INC	L80758		PW-OFFICE SUPPLIES	77.00
					Total :	77.00
168768	2/12/2019	009418 LOPEZ, WILLIAM	280386		RCS YTH BASKETBALL W.LOPEZ	75.00
					Total :	75.00
168769	2/12/2019	009634 MATH & SCIENCE SCHOOL, ALLIANCE M/	282772		RCS DEP REFUND HS SOCCER JA	450.00
					Total :	450.00
168770	2/12/2019	009560 MINUTEMAN PRESS	13926		PW-BLUE STRIP TICKET FOR DISP,	997.70
					Total :	997.70
168771	2/12/2019	001491 MOBILE MINI INC.	9005713847		PD-CONTRACT SRVCS 1/23-2/19	207.61
					Total :	207.61
168772	2/12/2019	005338 NRPA	145342-013119		RCS MEMBERSHIP DUES	175.00
					Total :	175.00
168773	2/12/2019	008895 NTS MIKEDON,LLC	0766623		PW-COLD PATCH- CITY ST POT HO	944.44

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168773	2/12/2019	008895 008895 NTS MIKEDON,LLC	(Continued)		Total :	944.44
168774	2/12/2019	002293 OF SO. CALIF., UNDERGRND SRVC ALER	120190050		PW-UNDERGRND SRVC MAINT FEI	161.80
			18SBFEE33		PW-CALIF ST FEE REG COST	51.04
					Total :	212.84
168775	2/12/2019	007608 OREILLY AUTO PARTS	3849/334679		PW-BOOMTRUCK AB174 WIPER	45.37
			3849-334657		PW-FDPK VEH SUPPLIES	17.74
					Total :	63.11
168776	2/12/2019	007668 PACIFIC TELEMAGEMENT SRVCS	2011146		PD-PUBLIC PAY TELEPHONE	82.87
					Total :	82.87
168777	2/12/2019	001697 PARKHOUSE TIRE, INC.	1010655444		PW-TIRES DISPOSAL	106.15
			1010655447		PW-TIRES FOR VEH L181	974.51
					Total :	1,080.66
168778	2/12/2019	000494 PETTY CASH, CITY OF BELL GARDENS	OCT-JAN 2019		PETTY CASH ALL DEPTS OCT-JAN	683.41
					Total :	683.41
168779	2/12/2019	000494 PETTY CASH, CITY OF BELL GARDENS	JAN2019 REIM		PETTYCASH REIM JAN2018	402.86
					Total :	402.86
168780	2/12/2019	007959 PIXEL PERFECT DESIGN, LARRY BECK	21988		RCS SF BB FLYERS DIST LOCAL SC	164.25
					Total :	164.25
168781	2/12/2019	004815 PUMP MAN	215907	03943	PW REPAIR SEWAGE PUMPS PD/C	5,534.00
					Total :	5,534.00
168782	2/12/2019	008332 RICARDO EXTERMINATOR	0108894		PW-EXTERMINATOR SRVC AT PKVI	120.00
					Total :	120.00
168783	2/12/2019	001868 RIO HONDO COLLEGE	1819RANGEBELLGA		PD-RANGE FEE	1,600.00
					Total :	1,600.00
168784	2/12/2019	001881 RIVERSIDE COUNTY SHERIFFS	FEB2019		PD-TRNG NEGOTIATIONS 2/27	65.00
					Total :	65.00
168785	2/12/2019	007761 ROBERTS, EDWARD	REIM FUEL		PD-FUEL FOR EXPLORERS REIM	413.32

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168785	2/12/2019	007761 007761 ROBERTS, EDWARD	(Continued)		Total :	413.32
168786	2/12/2019	009638 ROCHA, LAURO	00283755		SEP 2019-004 REFUND DEPOSIT	1,500.00
					Total :	1,500.00
168787	2/12/2019	004353 ROSE CLEANERS	20846		PD-JAIL UNIFORMS AND LINEN CLI	76.00
			21036		PD-JAIL UNIFORMS & LINEN CLEA	67.56
					Total :	143.56
168788	2/12/2019	005465 RPW SERVICES INC.	13605		PW-INSPECT/TREET GOPHERS-GC	420.00
					Total :	420.00
168789	2/12/2019	006181 SANDLER BROTHERS	0213701IN		PW-BAR MOPS&SHOP TOWELS	643.70
					Total :	643.70
168790	2/12/2019	009550 SANDRA M. LEYVA	0119		RCS STAR PRGM INSTRUCTOR	165.00
					Total :	165.00
168791	2/12/2019	005515 SCMAF	7451		RCS MEMBERSHIP DUES	310.00
					Total :	310.00
168792	2/12/2019	008861 SHARE CORPORATION	79586		PW-JANITORIAL SUPPLIES	972.21
					Total :	972.21
168793	2/12/2019	002088 SOCALGAS	03560611000-013019		PW-8327 GARFIELD AVE.	157.72
			06477004269-012819		PW-8000 PK LANE	126.21
			09650638001-013019		PW-5856 LUDELL ST	21.57
			11300697007-012819		PW-8000 PK LANE	118.28
			12170673003-013119		PW-6662 LOVELAND ST	198.68
			12560694098-012819		PW-7840 SCOUT AVE.	170.42
					Total :	792.88
168794	2/12/2019	009636 SOSA, RUBI ZELDA	283289		RCS SHELTER DEP REFUND 2/2	75.00
			283290		RCS SHELTER REFUND 2/2	100.00
			283365		RCS JUMPER REFUND 2/2	40.00
					Total :	215.00
168795	2/12/2019	008887 SOURCE ONE OFFICE PRODUCTS	WO397331		CD OFFICE SUPPLIES	40.10

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168795	2/12/2019	008887	008887 SOURCE ONE OFFICE PROI (Continued)		Total :	40.10
168796	2/12/2019	005452	STANDARD INSURANCE COMPANY		EE SUPL LIFE INS JAN 2019	1,672.82
			JAN 2019		LIFE & ADD INS JAN2019	1,548.75
			JAN2019		STD<D INS JAN 2019 WRITE OFF	5,947.17
			JAN2019 STD/LTD		Total :	9,168.74
168797	2/12/2019	007335	STANDARDS COMMISSION, CALIF. BLDG	013019	CD BLDG STANDARDS ADM OCT-D	279.00
					Total :	279.00
168798	2/12/2019	002169	SUPER A FOODS	8422	RCS NYC SUPPLIES	43.35
				9730-013119	RCS KK WINTER SUPPLIES	61.52
					Total :	104.87
168799	2/12/2019	002188	TARGET SPECIALTY PRODUCTS	P10922043	PW-GAUGES FOR PESTICIDE SPR.	23.80
					Total :	23.80
168800	2/12/2019	001447	TIME WARNER CABLE	0010037011519	PD-CONTRACT SRVC 1/16-2/15/19	247.58
					Total :	247.58
168801	2/12/2019	006443	TOTAL EXTERMINATING INC.	107888	PW-MNTHLY SRVC AT CH&PD FEB2	195.00
				27771	PW-MNTHLY SRVC BGVP FEB2019	125.00
				27772	PW-MNTHLY SRVC AT WATER WEL	70.00
				27773	PW-MNTHLY SRVC AT PWS FEB20	50.00
				27774	PW-MNTHLY SRVC AT SIERRA BLD	60.00
				27775	PW-MNTHLY SRVC AT NYC FEB201	98.00
				27776	PW-MNTHLY SRVC AT CH/PD FEB2	170.00
					Total :	768.00
168802	2/12/2019	008767	TRIMMING LAND CO INC	11214	03848 PW TREE TRIMMING NO SIDE OF C	23,293.00
					Total :	23,293.00
168803	2/12/2019	005879	UNITED SITE SERVICES	1147980981	PW-SEWAGE TANK SRVC 1/24-2/20	491.71
					Total :	491.71
168804	2/12/2019	005981	US BANK	5223345	FA WATER BONDS 04 ADMIN FEE	3,520.00
					Total :	3,520.00
168805	2/12/2019	007250	UTILIZATION INC., INDUSTRIAL WASTE	89991	PW-WATER/TRACE PAINT/TRANS F	645.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168805	2/12/2019	007250 007250 UTILIZATION INC., INDUST	(Continued)		Total :	645.00
168806	2/12/2019	007513 V & V MANUFACTURING INC	47705		PD-RETIRED BADGE MACIAS	145.86
					Total :	145.86
168807	2/12/2019	006585 VERA, PATRICIA	FY 18-19 020519		TUITION REIM FY 18-19	280.09
					Total :	280.09
168808	2/12/2019	006130 VERIZON WIRELESS	9822540187-011919		CD CELL SRVC 12/20-1/19/19	161.52
			9822540188		RCS TELEPHONE 12/20-1/19/19	237.84
			9822878272		PW-MNTHLY SRVC FEE 12/24-1/23	803.47
					Total :	1,202.83
168809	2/12/2019	008873 WINZER CORPORATION	6290730		PW-SUPPLIES FOR SHELTERS	775.22
					Total :	775.22
168810	2/12/2019	009273 Z ELECTRIC & SON OF CALIF. INC	3163		PW-REPAIR FLAG POLE LIGHT BG\	950.00
			3164		PW-REPL BREAKER @FDPK	990.00
			3216		PW-REPAIR ROLLING GATE PD	385.00
					Total :	2,325.00
85 Vouchers for bank code : common						Bank total : 169,313.13
85 Vouchers in this report						Total vouchers : 169,313.13

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1316-WIRE	2/14/2019	003359 BANK OF THE WEST	Ben552895		FICA - SOC. SEC.: PAYMENT	78,174.90
					Total :	78,174.90
1317-WIRE	2/14/2019	003358 BANK OF THE WEST	Ben552897		STATE INCOME TAX: PAYMENT	21,697.12
					Total :	21,697.12
1318-WIRE	2/14/2019	001725 CALPERS	Ben552899		P/R 2/14/19	107,095.62
					Total :	107,095.62
1319-WIRE	2/14/2019	009439 MASS MUTUAL	Ben552901		MASS MUTUAL: PAYMENT	27,099.63
					Total :	27,099.63
168811	2/19/2019	008604 ACCOUNT 6746022400, U.S. BANK PARS	Ben552885		PARS: PAYMENT	3,501.38
					Total :	3,501.38
168812	2/19/2019	000060 ADAMSON POLICE PRODUCTS	INV293082		PD-DIVERSIONARY DEVICES SOT	772.18
					Total :	772.18
168813	2/19/2019	000076 AFLAC	556722		FA VOLUNTARY INS DEC 2018	8,701.33
					Total :	8,701.33
168814	2/19/2019	000098 ALIN PARTY SUPPLY	220539		RCS STAR DECORATIONS	147.88
					Total :	147.88
168815	2/19/2019	000106 ALL CITY MANAGEMENT SERVICES	59172	03812	PW CROSSING GUARD SERVICES	4,505.37
					Total :	4,505.37
168816	2/19/2019	004743 ALVAREZ-GLASMAN & COLVIN	DEC 2018		LEGAL GEN 12/2018	22,367.93
					Total :	22,367.93
168817	2/19/2019	004556 AMERICAN WELDING, RAMIRO PACHECC	257651		PW-HAND RAIL REPAIR AT SP COM	980.00
			257652		PW-REPAIR METAL CONTAINER FD	480.00
					Total :	1,460.00
168818	2/19/2019	000150 ANAYA'S SERVICE CENTER	31243		PW-SRVC/REPAIR VEH G175	582.74
					Total :	582.74

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168819	2/19/2019	003260 ANDRADE, ARMANDO	JAN2019		CARPOOLING REIM JAN 2019	35.00
					Total :	35.00
168820	2/19/2019	004626 BANKCARD CENTER	0754-012819		CD -EXPENSES JAN 2019	10.00
			3107- JAN 2019		RCS EXPENSES JAN 2019	636.88
			3416-012819		HR EXPENSES JAN 2019	79.89
			4906-012819		CC EXPENSES JAN 2019	709.21
			4914-012819		CC EXPENSES JAN 2019	500.00
			4922-012819		CC EXPENSES JAN 2019	825.90
			4936-012819		PW-EXPENSES JAN 2019	392.89
			5081-012819		CCL- EXPENSES JAN 2019	918.76
			6334-012819		PD-EXPENSES JAN 2019	1,830.43
			6535-012819		CC EXPENSES JAN 2019	615.99
			7674-012819		RCS EXPENSES JAN 2019	36.43
			7771-012819		PD- EXPENSES JAN 2019	3,865.63
			8907-012819		FA EXPENSES JAN 2019	408.69
					Total :	10,830.70
168821	2/19/2019	006666 BEITH, TORBEN	20190211	03833	PD ADMIN SUPP SRVCS 1/11-25TH	1,698.75
					Total :	1,698.75
168822	2/19/2019	000284 BGPOA	Ben552889		NON-SWORN POA MEMBER-DUES,	2,219.00
					Total :	2,219.00
168823	2/19/2019	000293 BISHOP COMPANY	448897		PW-RAIN GEAR ST CREW	321.01
					Total :	321.01
168824	2/19/2019	008453 BLACK & WHITE EMERGENCY VEH	2880		PD-UNIT#220 FULL REMOVAL EMEI	300.00
					Total :	300.00
168825	2/19/2019	000302 BLUE DIAMOND MATERIALS	1413382		PW-CONCRETE/ASPHALT DUMP FI	150.00
					Total :	150.00
168826	2/19/2019	000313 BRITE WHITE, ELISEO RODRIGUEZ	24543		PD-UNIT#206,258,260,249	120.00
					Total :	120.00
168827	2/19/2019	005678 BURRO CANYON SHOOTING PARK	1793		PD-RANGE FEE	30.00
					Total :	30.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168828	2/19/2019	007154 C. L. D. AUTO UPHOLSTERY, CESAR O. D	0284278		PW-UPHOLSTERY BENCH SEAT #1	280.00
					Total :	280.00
168829	2/19/2019	009480 CAL MICRO RECYCLING	1900247		PW-EWASTE WASTE RECYCLING I	23.40
					Total :	23.40
168830	2/19/2019	008114 CALIFORNIA CLEANING SUPPLIES	46726		PW-JANITORIAL SUPPLIES	43.36
			46745		PW-CHANGING TABLE SIGNS	87.38
			46750		PW-JANITORIAL SUPPLIES	544.92
			46751		PW-JANITORIAL SUPPLIES	513.45
			46787		PW-LINERS/BABY CHANGE STATIC	938.97
			46788		PW-CHANGING TABLE SIGNS	893.48
			46789		PW-CHANGING TABLE SIGNS	764.05
			46819		PW-NEW SIGNAGE RESTRMS FAC	1,067.41
			46894		PW-JANITORIAL SUPPLIES	999.18
			46917		PW-CHANGING TABLE SIGNS	764.05
			46936		PW-JANITORIAL SUPPLIES	762.40
					Total :	7,378.65
168831	2/19/2019	008454 COLLEGE DISTRICT, RIVERSIDE COMMUI	013119		PD-TRNG ISARRARAZ/LOPEZ 3/11-	138.00
					Total :	138.00
168832	2/19/2019	003671 COMMAND SECURITY CORPORATION	589142		RCS SPRT CTR SECURITY 1/28-2/3	1,008.00
					Total :	1,008.00
168833	2/19/2019	006668 COMPLETE LANDSCAPE CARE,INC	14886	03816	RCS FORD PARK MAINT	4,849.00
					Total :	4,849.00
168834	2/19/2019	000580 CORONA, RAYMUNDO	JAN2019		CARPOOLING REIM JAN 2019	35.00
					Total :	35.00
168835	2/19/2019	008089 CURBELO, EDWARD	REIM AMMO		PD-AMMUNITION REIM	84.87
					Total :	84.87
168836	2/19/2019	000713 DOWNEY VENDORS	97257		PD-OFFICE SUPPLIES COFFEE	128.89
					Total :	128.89
168837	2/19/2019	008258 ECOFERT, INC	4090		PW-FIELD FERTIGATION JAN	690.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168837	2/19/2019	008258 008258 ECOFERT, INC	(Continued)		Total :	690.00
168838	2/19/2019	006944 ENTERPRISE FLEET MANAGEMENT	FBN3650669	03839	PD MNTHLY LEASE PD VEHS FEB	4,276.92
					Total :	4,276.92
168839	2/19/2019	000807 FAIRFIELD, BRADLEY SCOTT	03/6-10TH		PD-TRNG 3/6-10TH CPCA LODGING	1,231.24
					Total :	1,231.24
168840	2/19/2019	009282 FAMILY COLLEGE, ALLIANCE COLLINS	280014		RCS DEP REFUND SOCCER	600.00
					Total :	600.00
168841	2/19/2019	009101 FILE KEEPERS, LLC	555103		PD-ONSITE SHREDDING SRVC	96.60
					Total :	96.60
168842	2/19/2019	005761 FORENSIC NURSE SPECIALISTS,INC	4313		PD-CONTRACT SRVC ASSAULT EX	800.00
			4322		PD-CONTRACT SRVC SUSPECT EX	400.00
					Total :	1,200.00
168843	2/19/2019	006521 FRANCHISE TAX BOARD	Ben552883		GARNISHMENT: PAYMENT	374.20
					Total :	374.20
168844	2/19/2019	006112 GALLS LLC	BC0754863		PD-UNIFORM FOR EXPLORER L.UF	123.07
					Total :	123.07
168845	2/19/2019	004444 GONZALEZ, BENJAMIN	JAN2019		CARPOLLING REIM JAN 2019	35.00
					Total :	35.00
168846	2/19/2019	009277 GREEN DOT PUBLIC SCHOOLS	279815		RCS DEP REFUND SOCCER GAME	450.00
					Total :	450.00
168847	2/19/2019	002548 HARO, GLORIA	00283061		FA AFLAC REFUND	51.85
					Total :	51.85
168848	2/19/2019	001025 HOME DEPOT	004355/8072203		PW-CARPET BLOWER/FACILITY	217.80
			005999/7545009		PW-CARPET FRESH/FACILITIES	30.54
			006933/6081853		PW-UTILITY CREW SUPPLIES	142.33
					Total :	390.67
168849	2/19/2019	001032 HUBNER, CHRISTOPHER	120518		PD-TRNG HUBNER CPCA 3/6-10TH	1,193.74

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168849	2/19/2019	001032 001032 HUBNER, CHRISTOPHER	(Continued)		Total :	1,193.74
168850	2/19/2019	005177 INFRASTRUCTURE ENGINEERS	23806	03937	PW VARIOUS ST IMPROV PROJ	15,521.30
			23808	03936	PW GAGE AVE IMPROV PROJ JAN	9,572.40
					Total :	25,093.70
168851	2/19/2019	009373 INTERNATIONAL, THE COUNSELING TEA	71402		PD-PSYCHOLOGICAL ASSESMENT	300.00
					Total :	300.00
168852	2/19/2019	008569 JCL TRAFFIC	98909		PW-DELINEATORS&BARRICADES I	983.31
					Total :	983.31
168853	2/19/2019	004019 KAISER FOUNDATION HEALTH PLAN	FEB2019		FA HEALTH INS FEB2019	57,303.54
					Total :	57,303.54
168854	2/19/2019	008706 KAISER FOUNDATION HEALTH PLAN	220900827854-0114		PRE-PLACEMENT PHYSICALS 1/20	934.00
			220900827854-1014		PRE-PLACEMENT PHYSICALS 10/1	480.00
			220900827854-11141		PRE-PLACEMENT PHYSICALS 11/21	270.00
			220900827854-1214		PRE-PLACEMENT PHYSICALS 12/1	1,209.00
			220900827854-SEP2		PREPLACEMENT PHYSICALS 9/18	270.00
					Total :	3,163.00
168855	2/19/2019	008130 KRONOS INCORPORATED	11412585	03946	PD ANNUAL SOFTWARE MAINT AG	4,814.97
					Total :	4,814.97
168856	2/19/2019	006145 LAN WAN ENTERPRISE, INC.	62871	03841	PD LAN WAN MAINT1/28-31ST	4,800.00
					Total :	4,800.00
168857	2/19/2019	008684 LGP EQUIPMENT RENTALS INC	108374		PW-PORTABLE TOILET/PD SALLY F	512.46
					Total :	512.46
168858	2/19/2019	001318 LOOMIS	12356180	03842	FA ARMORED SERVICES 2/2019	583.66
					Total :	583.66
168859	2/19/2019	001201 LOS ANGELES COUNTY SHERIFF'S	Ben552893		GARNISHMENT: PAYMENT	100.00
					Total :	100.00
168860	2/19/2019	007590 MIRACLE RECREATION EQUIPMENT	808229		PW-SWINGS FOR PARKS	826.21

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168860	2/19/2019	007590 007590 MIRACLE RECREATION EQL (Continued)			Total :	826.21
168861	2/19/2019	001491 MOBILE MINI INC.	9005745284		PD-CONTRACT SRVCS 1/29-2/25	85.19
					Total :	85.19
168862	2/19/2019	001576 NATIONWIDE ENVIRONMENTAL SRVCS	29858	03822	PW STREET SWEEPING FEB 2018	15,972.75
					Total :	15,972.75
168863	2/19/2019	008044 PAL PROGRAM	Ben552887		PAL PROGRAM: PAYMENT	435.00
					Total :	435.00
168864	2/19/2019	008999 PREFERRED IMPRESSIONS INC	25004		PD-REMOVAL OF OLD GRAPHICS	336.88
					Total :	336.88
168865	2/19/2019	009450 PROCURE AMERICA, INC.	10-1807		FA EXPENSES JAN 2019	2,329.28
					Total :	2,329.28
168866	2/19/2019	004661 QUILL CORPORATION	4237926		PD-OFFICE SUPPLIES ADMIN TONE	112.92
			4331197		PD-OFFICE SUPPLIES	154.50
			4331199		PD-OFFICE SUPPLIES ADMIN TONE	78.69
			4565357		PD-OFFICE SUPPLIES COFFEE	205.95
			4600001		PD-OFFICE SUPPLIES DEPT TONEI	72.81
			4602817		PD-OFFICE SUPPLIES DEPT SUPPI	151.08
					Total :	775.95
168867	2/19/2019	004930 QUINN COMPANY	W0370147154		PW-EMERG SRVC TO GENERATOR	832.89
					Total :	832.89
168868	2/19/2019	001827 RAYVERN LIGHTING SUPPLY CO.INC	584440		PW-LIGHT BULBS/PARKS	684.92
					Total :	684.92
168869	2/19/2019	009244 RED WING SHOE STORE	233168166		RED WING VOUCHER PRGM PWA/I	128.66
			233247853		RED WING VCHR PRGM PWA/PWS	-14.86
			233248216		RED WING VCHR PRGM PWA/PWS	197.19
			233248931		RED WING VCHR PRGM PWA/PWS	202.93
			233248932		RED WING VCHR PRGM PWA/PWS	400.00
			233249319		RED WING VCHR PRGM PWA/PWS	180.91
			233249320		RED WING VCHR PRGM PWA/PWS	112.84
			233249574		RED WING VOUCHER PRGM PWA/I	91.35

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168869	2/19/2019	009244 RED WING SHOE STORE	(Continued) 233249759		RED WING VOUCHER PRGM PWA/I Total :	400.00 1,699.12
168870	2/19/2019	003631 RELX, INC.	1409885-20190131		PD-ADV SEARCHES SOFTWARE Total :	50.50 50.50
168871	2/19/2019	002884 RESERVE ACCOUNT	10889251 JAN2019		CCL POSTAGE JAN 2019 Total :	856.10 856.10
168872	2/19/2019	004643 RESOURCE BUILDING MATERIALS	2558374		PW-SAND FOR SANDBAGS RAININ Total :	136.18 136.18
168873	2/19/2019	008211 RICOH USA INC	1079726110 1079726474		PD-COPIER REPAIR PD-COPIER REPAIR LABOR Total :	670.01 202.00 872.01
168874	2/19/2019	001881 RIVERSIDE COUNTY SHERIFFS	FEB 2019		PD-TRNG S.TICARENO 3/18-20TH Total :	758.00 758.00
168875	2/19/2019	004353 ROSE CLEANERS	21083		PD-JAIL UNIFORMS &LINEN CLEAN Total :	15.25 15.25
168876	2/19/2019	007642 SKYLINE SAFETY & SUPPLY, PATRICIA SC 4731			PW-UTILITY CREW SUPPLIES Total :	58.99 58.99
168877	2/19/2019	002063 SMART & FINAL	015421 016369 047760 047761		RCS SR MNTHLY SUPPLIES RCS SR SUPPLIES RCS NYC JAN SUPPLIES RCS NYC FEB SUPPLIES Total :	349.19 25.36 52.37 17.57 444.49
168878	2/19/2019	000913 SMITH PAINT	603508		PW-PD KITCHEN SUPPLIES Total :	88.21 88.21
168879	2/19/2019	002088 SOCALGAS	13010672007-013116		PW-7100 GARFIELD AVE. Total :	535.86 535.86
168880	2/19/2019	002087 SOUTHERN CALIFORNIA EDISON	2212260244-020719		PW-8120 EASTERN AVE PED	25.01

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Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168880	2/19/2019	002087 SOUTHERN CALIFORNIA EDISON	(Continued) 2244275970-020919 2269440798-020819 2278053301-020919		PW-6601 CLARA ST PW- 6722 CLARA ST PW-8000 PARK LANE UNIT A Total :	53.81 817.12 8,682.24 9,578.18
168881	2/19/2019	000594 STATE DISBURSEMENT UNIT	Ben552891		GARNISHMENT: PAYMENT Total :	360.45 360.45
168882	2/19/2019	009033 TIME WARNER CABLE	056871301020119		VOIP SRVCS CITY HALL FEB2019 Total :	379.02 379.02
168883	2/19/2019	004186 TPX COMMUNICATIONS	1125161950 1127801730		IT PHONE SRVC 1/23-2/22/19 PW-PHONE LINE BUS PASS SALES Total :	1,278.29 169.11 1,447.40
168884	2/19/2019	008038 TRITECH FORENSICS	168531		PD-PRISONER MAINT GLOVES -PA Total :	207.50 207.50
168885	2/19/2019	007781 USA CLEANERS, ADOLFO RODRIGUEZ	22706 23606		RCS DRY CLEANING CC EVENT 1/6 RCS DRY CLEANING CC EVENT 12/ Total :	96.00 100.00 196.00
168886	2/19/2019	009622 USA FIRE & SAFETY INC.	US 7522 US7523		PW-ADD SOUNDER TO PD DISPATCH PW-REPL SMOKE DETECTOR MISC Total :	850.00 550.00 1,400.00
168887	2/19/2019	006130 VERIZON WIRELESS	9822540186		CM DATA COMM 12/20-1/19 Total :	152.19 152.19
168888	2/19/2019	002383 VORTEX INDUSTRIES INC.	031303583	03969	PW EMERGY REPAIR ON PED GATI Total :	1,226.33 1,226.33
168889	2/19/2019	007577 WATKINS, JOHN	FEB2019		PD-TRNG LODGING 2/5-7TH Total :	289.74 289.74
168890	2/19/2019	009338 WILD ROSE MOTORS LTD, SETON MONT	456	03970	PD VEHICLE REFURB UNIT #209 Total :	18,640.75 18,640.75

02/21/2019 7:49:37AM

Voucher List
CITY OF BELL GARDENS

Page: 9

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168891	2/19/2019	009338 WILD ROSE MOTORS LTD, SETON MONT	458	03970	PD VEHICLE REFURBISHMENT #2	18,640.75
Total :						18,640.75
168892	2/19/2019	009338 WILD ROSE MOTORS LTD, SETON MONT	457	03970	PD VEHICLE REFURBISH #209	5,200.00
Total :						5,200.00
168893	2/19/2019	009338 WILD ROSE MOTORS LTD, SETON MONT	459	03970	PD VEHICLE REFURB #213	5,200.00
Total :						5,200.00
168894	2/19/2019	008960 XPRESS FLEET WASH LLC	10326		PD-CAR WASH SRVC JAN 2019	1,664.00
			10327		CD VEH MAINT 1/19	72.00
Total :						1,736.00
88 Vouchers for bank code : common						Bank total : 506,552.37
TRANSFER	2/14/2019	BANK OF THE WEST	P/R		NET PAYROLL	477,766.70
88 Vouchers in this report						Total vouchers : 984,319.07



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 4.

TO:	Honorable Mayor and City Council Members
FROM:	Chris Daste, Acting City Manager
BY:	Will Kaholokula, Director of Finance and Administrative Services Lazaro Yarza, Accountant
SUBJECT:	JANUARY 2019 TREASURER'S REPORTS
DATE:	March 11, 2019

RECOMMENDATION:

It is staff recommendation that the City Council receive, approve, and file the January 2019 Treasurer's Reports.

BACKGROUND/DISCUSSION:

The Treasurer's Report is a list of Cash and Investments held by the City for the month of January 2019.

CONCLUSION:

The Treasurer's Report for January 2019 have been presented to the City Council with a recommendation to receive, approve, and file.

FISCAL IMPACT:

No fiscal impact.

ATTACHMENTS:

Exhibit A - Treasurer's Report January 2019

APPROVED ELECTRONICALLY BY:

Chris Dasté, Acting City Manager

Marc Tran, Interim Assistant City Attorney for Rick R. Olivarez, Interim City Attorney

Will Kaholokula, Director of Finance and Administrative Services

CITY OF BELL GARDENS
TREASURER'S REPORT FOR
CASH, INVESTMENT PORTFOLIO,
AND RESTRICTED BOND CASH
JANUARY 31, 2019

CITY CASH

<u>FUND</u>	<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BALANCE</u>	<u>RATE</u>
CITY	MARKET	BANK OF THE WEST	\$ 544,493.96	1.00%
CITY	COMMON CHECKING	BANK OF THE WEST	114,219.84	1.00%
CITY	PAYROLL	BANK OF THE WEST	0.00	1.00%
CITY	MONEY MARKET	U S BANK	1,039,413.67	2.00%
		TOTAL	\$ 1,698,127.47	

CITY INVESTMENT

<u>FUND</u>	<u>ISSUER</u>	<u>BOOK VALUE</u>	<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>PERCENT OF PORTFOLIO</u>	<u>MAT. DATE</u>
CITY	LOCAL AGENCY INVESTMENT FUNDS	15,108,483.21	15,108,483.21	15,108,483.21	96.80%	N/A
CITY	FANNIE F N M E	512,599.15	500,000.00	499,830.00	3.20%	2/19/2019
	TOTAL	\$ 15,621,082.36	\$ 15,608,483.21	\$ 15,608,313.21	100.00%	

CITY TOTAL CASH AND INVESTMENT \$ 17,319,209.83

CASH WITH FISCAL AGENT- US BANK (CORPORATE TRUST SERVICES) RESTRICTED BOND CASH

<u>FUND</u>	<u>ACCOUNT NAME</u>	<u>BOOK VALUE</u>	<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>RATE</u>
WATER	WATER REF.REV. BONDS SERIES 2004 Res	\$ 398,932.44	\$ 398,932.44	\$ 398,932.44	0.300%
WATER	WATER REF.REV. BONDS SERIES 2004 Int	4.38	4.38	4.38	0.230%
WATER	WATER REF.REV. BONDS SERIES 2004 Prin	7.03	7.03	7.03	0.280%
WATER	WATER REF.REV. BONDS SERIES 2004 Rev	79.07	79.07	79.07	0.300%
CITY JPFA	LEASE REV REF BONDS SERIES 2015A Res	428,656.94	428,656.94	428,656.94	0.300%
CITY JPFA	LEASE REV REF BONDS SERIES 2015A Rev	19.15	19.15	19.15	0.310%
	TOTAL	\$ 827,699.01	\$ 827,699.01	\$ 827,699.01	

**CITY OF BELL GARDENS
TREASURER'S REPORT FOR
CASH, INVESTMENT PORTFOLIO,
AND RESTRICTED BOND CASH
JANUARY 31, 2019**

SUCCESSOR to CDC CASH

<u>FUND</u>	<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BALANCE</u>	<u>RATE</u>
Successor Agency to CDC	MARKET	BANK OF THE WEST	\$ 1,527,969.08	1.00%
Successor Agency to CDC	COMMON CHECKING	BANK OF THE WEST	1,028.00	1.00%
		TOTAL	\$ 1,528,997.08	

SUCCESSOR to CDC INVESTMENT

<u>FUND</u>	<u>ISSUER</u>	<u>BOOK VALUE</u>	<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>PERCENT OF PORTFOLIO</u>	<u>DAYS TO MAT.</u>
Successor Agency to CDC	LOCAL AGENCY INVESTMENT FUNDS	\$ 2.60	2.60	\$ 2.60	100.00%	N/A
	TOTAL	\$ 2.60	\$ 2.60	\$ 2.60	100.00%	
Successor Agency to CDC	TOTAL CASH AND INVESTMENT	\$ 1,528,999.68				

CASH WITH FISCAL AGENT- US BANK (CORPORATE TRUST SERVICES) RESTRICTED BOND CASH

<u>FUND</u>	<u>ACCOUNT NAME</u>	<u>BOOK VALUE</u>	<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>RATE</u>
Successor Agency to CDC	CDC TARR BOND P1 RED AR RES A/C 2014 A	405,654.18	405,654.18	405,654.18	1.25%
Successor Agency to CDC	CDC TARR BOND P1 RED AR REV A/C 2014 A	48,625.65	48,625.65	48,625.65	0.30%
Successor Agency to CDC	CDC TARR BOND CC RED AR RES A/C 2014 B	622,659.50	622,659.50	622,659.50	1.25%
Successor Agency to CDC	CDC TARR BOND CC RED AR REV A/C 2014 B	105,701.00	105,701.00	105,701.00	0.30%
Successor Agency to CDC	CDC 2ND SUB TARR B CC RES A/C 2014 C	1,123,705.91	1,123,705.91	1,123,705.91	1.25%
Successor Agency to CDC	CDC 2ND SUB TARR B CC REV A/C 2014 C	223,659.99	223,659.99	223,659.99	0.30%
	TOTAL	\$ 2,530,006.23	\$ 2,530,006.23	\$ 2,530,006.23	

<u>FUND</u>	<u>ACCOUNT NAME</u>	<u>BOOK VALUE</u>	<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>RATE</u>
Successor Agency to CDC	FIN. AUTH. TRB INT A/C 2005 SERIES(A)	\$ 6.64	\$ 6.64	\$ 6.64	0.30%
Successor Agency to CDC	FIN. AUTH. TRB PRIN A/C 2005 SERIES(A)	14.39	14.39	14.39	0.28%
Successor Agency to CDC	FIN. AUTH. TRB REV A/C 2005 SERIES(A)	58.93	58.93	58.93	0.30%
Successor Agency to CDC	FIN. AUTH. TRB RES A/C 2005 SERIES(A) PR 1	194,390.88	194,390.88	194,390.88	0.30%
Successor Agency to CDC	FIN. AUTH. TRB RES A/C 2005 SERIES(A) CC	438,732.87	438,732.87	438,732.87	0.30%
	TOTAL	\$ 633,203.71	\$ 633,203.71	\$ 633,203.71	

CITY OF BELL GARDENS
TREASURER'S REPORT FOR
CASH, INVESTMENT PORTFOLIO,
AND RESTRICTED BOND CASH
JANUARY 31, 2019

ACCOUNT ACTIVITY - BY TYPE

CITY CASH

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
CITY	MARKET	BANK OF THE WEST	\$ 2,390,156.16	\$ 5,974,638.81	\$ (7,820,301.01)	\$ 544,493.96	1.00%
CITY	COMMON CHECKING	BANK OF THE WEST	197,426.69	1,211,194.91	(1,294,401.76)	114,219.84	1.00%
CITY	PAYROLL	BANK OF THE WEST	0.00	1,250,158.92	(1,250,158.92)	0.00	1.00%
CITY	MONEY MARKET	U S BANK	1,038,038.30	1,667.04	(291.67)	1,039,413.67	2.00%
TOTAL			\$ 3,625,621.15	\$ 8,437,659.68	\$ (10,365,153.36)	\$ 1,698,127.47	

CITY INVESTMENT

1.00%

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES (+)(-) CHANGES WITHIN FUNDS	ENDING BALANCE	STATED RATE
CITY	LOCAL AGENCY INVESTMENT FUNDS	\$ 9,745,110.35	\$ 5,363,372.86	\$ 0.00	\$ 15,108,483.21	2.355%
CITY	FREDDIE F N M E	512,599.15	0.00	0.00	512,599.15	1.880%
TOTAL		\$ 10,257,709.50	\$ 5,363,372.86	\$ 0.00	\$ 15,621,082.36	

CASH WITH FISCAL AGENT- US BANK (CORPORATE TRUST SERVICES) RESTRICTED BOND CASH

FUND	ACCOUNT NAME	BEGINNING BALANCE	+ INTEREST/ DEPOSITS/ PURCHASES	(-) ADM.FEES/ WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	RATE
WATER	WATER REF. REV. BONDS SERIES 2004-Res.	\$ 398,830.82	\$ 101.62	\$ 0.00	\$ 398,932.44	0.300%
WATER	WATER REF. REV. BONDS SERIES 2004-Int.	4.38	0.00	0.00	4.38	0.230%
WATER	WATER REF. REV. BONDS SERIES 2004-Int.	7.03	0.00	0.00	7.03	0.280%
WATER	WATER REF. REV. BONDS SERIES 2004-Rev	79.05	0.02	0.00	79.07	0.300%
CITY JPFA	LEASE REV REF BONDS SERIES 2015A Res	428,547.75	109.19	0.00	428,656.94	0.300%
CITY JPFA	LEASE REV REF BONDS SERIES 2015A Rev	17.13	2.02	0.00	19.15	0.310%
		827,486.16	212.85	\$ 0.00	\$ 827,699.01	

**CITY OF BELL GARDENS
TREASURER'S REPORT FOR
CASH, INVESTMENT PORTFOLIO,
AND RESTRICTED BOND CASH
JANUARY 31, 2018**

ACCOUNT ACTIVITY - BY TYPE

SUCCESSOR to CDC CASH

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
Successor Agency to CDC	MARKET	BANK OF THE WEST	\$ 840,504.45	\$ 1,051,941.00	\$ (364,476.37)	\$ 1,527,969.08	1.00%
Successor Agency to CDC	COMMON CHECKING	BANK OF THE WEST	1,027.49	364,476.88	(364,476.37)	1,028.00	1.00%
			<u>\$ 841,531.94</u>	<u>\$ 1,416,417.88</u>	<u>\$ (728,952.74)</u>	<u>\$ 1,528,997.08</u>	

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
Successor Agency to CDC	LOCAL AGENCY INVESTMENT FUNDS	\$ 2.58	\$ 0.02	\$ 0.00	\$ 2.60	2.355%
	TOTAL	<u>\$ 2.58</u>	<u>\$ 0.02</u>	<u>\$ 0.00</u>	<u>\$ 2.60</u>	

CASH WITH FISCAL AGENT- US BANK (CORPORATE TRUST SERVICES) RESTRICTED BOND CASH

FUND	ACCOUNT NAME	BEGINNING BALANCE	+ INTEREST/ DEPOSITS/ PURCHASES/ MARKET GAIN	(-) ADM.FEES/ WITHDRAWALS/ SALES/ MATURITIES/ (MARKET LOSS)	ENDING BALANCE	RATE
Successor Agency to CDC	CDC TARR BOND P1 RED AR RES A/C 2014 A	\$ 403,106.06	\$ 2,548.12	\$ 0.00	\$ 405,654.18	1.25%
Successor Agency to CDC	CDC TARR BOND P1 RED AR REV A/C 2014 A	2,566.48	46,059.17	0.00	48,625.65	0.30%
Successor Agency to CDC	CDC TARR BOND CC RED AR RES A/C 2014 B	618,748.26	3,911.24	0.00	622,659.50	1.25%
Successor Agency to CDC	CDC TARR BOND CC RED AR REV A/C 2014 B	3,909.96	101,791.04	0.00	105,701.00	0.30%
Successor Agency to CDC	CDC 2ND SUB TARR B CC RES A/C 2014 C	1,116,647.34	7,058.57	0.00	1,123,705.91	1.25%
Successor Agency to CDC	CDC 2ND SUB TARR B CC REV A/C 2014 C	7,030.39	216,629.60	0.00	223,659.99	0.30%
	TOTAL	<u>\$ 2,152,008.49</u>	<u>\$ 377,997.74</u>	<u>\$ 0.00</u>	<u>\$ 2,530,006.23</u>	

FUND	ACCOUNT NAME	BEGINNING BALANCE	+ INTEREST/ DEPOSITS/ PURCHASES/ MARKET GAIN	(-) ADM.FEES/ WITHDRAWALS/ SALES/ MATURITIES/ (MARKET LOSS)	ENDING BALANCE	RATE
Successor Agency to CDC	FIN. AUTH. TRB INT A/C 2005 SERIES A	\$ 6.64	\$ 0.00	\$ 0.00	\$ 6.64	0.30%
Successor Agency to CDC	FIN. AUTH. TRB PRIN A/C 2005 SERIES A	14.39	0.00	0.00	14.39	0.28%
Successor Agency to CDC	FIN. AUTH. TRB REV FUND 2005 SERIES A	58.91	0.02	0.00	58.93	0.30%
Successor Agency to CDC	FIN. AUTH. TRB INT A/C 2005 SERIES A PR 1	194,341.36	49.52	0.00	194,390.88	0.30%
Successor Agency to CDC	FIN. AUTH. TRB RES A/C 2005 SERIES A CC	438,621.11	111.76	0.00	438,732.87	0.30%
	TOTAL	<u>\$ 633,042.41</u>	<u>\$ 161.30</u>	<u>\$ 0.00</u>	<u>\$ 633,203.71</u>	

In compliance with California Government Code Section 53646, as the City Treasurer of City of Bell Gardens, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's and Successor to CDC's expenditure requirements for the next six months, and that all investments are in compliance of the City's Statement of Investment Policy. I also certify that this report reflects all Government Agency pooled investments and all City's and Successor Agency to CDC's bank balances.

Will Kaholokula
City Treasurer

Sign:
Date:

Will Kaholokula
2/26/19



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 5.

TO:	Honorable Mayor and City Council Members
FROM:	Philip Wagner, City Manager
BY:	Will Kaholokula, Director of Finance and Administrative Services Nicholas Razo, Administrative Services Manager
SUBJECT:	CLAIM REJECTION
DATE:	March 11, 2019

RECOMMENDATION:

It is staff recommendation that the City Council reject the following claim and the claimant and/or their representative be notified:

- Francisca Garcia v. City of Bell Gardens (DOE 04/18/18; DOR 06/4/18)

The City's general liability claims administrator, Carl Warren & Company, recommends that this claim be rejected. The claimant, subject to certain exceptions, shall have up to six months to file a court action subsequent to the City Council's rejection.

BACKGROUND/DISCUSSION:

The City Clerk's Office received the claim and City staff directed the claim to the City's general liability claims administrator Carl Warren & Company for processing, review, and investigation.

CONCLUSION:

After carefully reviewing and investigating the claim, Carl Warren & Company and City staff determined that the City is not liable for the claim and recommend rejection.

FISCAL IMPACT:

No fiscal impact.

APPROVED ELECTRONICALLY BY:

Philip Wagner, City Manager

John Lam, Assistant City Attorney for Arnold Alvarez-Glasman, City Attorney

Will Kaholokula, Director of Finance and Administrative Services



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 6.

TO:	Honorable Mayor and City Council Members
FROM:	Chris Daste, Acting City Manager
BY:	Will Kaholokula, Director of Finance and Administrative Services Nicholas Razo, Administrative Services Manager
SUBJECT:	CONSIDERATION TO ADOPT MEMORANDA OF UNDERSTANDING WITH THE BELL GARDENS POLICE OFFICERS ASSOCIATION AND POLICE MANAGEMENT ASSOCIATION
DATE:	March 11, 2019

RECOMMENDATION:

It is staff recommendation that the City Council, by motion, approve the attached resolutions adopting Memoranda of Understanding between the City of Bell Gardens and the Bell Gardens Police Officers Association and Police Management Association for the period July 1, 2018, through June 30, 2019.

BACKGROUND/DISCUSSION:

In September 2016, the City entered into agreements with all five city bargaining units. Except for the Public Works Supervisors Association (PWSA), the adopted agreements expired on June 30, 2018. City management has been negotiating with the other four bargaining groups City Employees Association (CEA), Public Works Employees Association (PWEA), Police Officers Association (POA), and Police Management Association (PMA) on a new employment agreement.

The City and POA and PMA bargaining units have now reached tentative agreements on Memoranda of Understanding (MOU) for the period July 1, 2018, through June 30, 2019, subject to City Council Approval. Negotiations with these two bargaining units opened in October 2018, multiple proposals were exchanged and tentative agreements were achieved in December 2018.

For members of the POA and PMA, the City has tentatively agreed, subject to Council approval, to status quo and no cuts agreements on all economic issues. No economic terms will be affected from the previous 2016-2018 POA and PMA MOU. The POA and City management have tentatively agreed to update the language for the selection process of Senior Officers. Except for the term of the agreement, there are no changes to the PMA MOU.

CONCLUSION:

Adoption of the attached resolutions will effectuate the adoption of Memoranda of Understanding between the City of Bell Gardens and the Bell Gardens Police Officers Association and Police Management Association for the period July 1, 2018, through June 30, 2019.

FISCAL IMPACT:

No fiscal impact.

ATTACHMENTS:

Exhibit A - Resolution No. 2019-12

Exhibit B - Resolution No. 2019-13

Exhibit C - Police Officers Association MOU

Exhibit C - Police Management Association MOU

APPROVED ELECTRONICALLY BY:

Chris Dasté, Acting City Manager

Marc Tran, Interim Assistant City Attorney for Rick R. Olivarez, Interim City Attorney

Will Kaholokula, Director of Finance and Administrative Services

RESOLUTION NO. 2019-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, ADOPTING A FISCAL YEAR 2018-2019 MEMORANDUM OF UNDERSTANDING BETWEEN REPRESENTATIVES OF THE CITY AND THE BELL GARDENS POLICE OFFICERS ASSOCIATION

WHEREAS, the representatives of the City and the Bell Gardens Police Officers Association have engaged in multiple meet and confer sessions and did so in good faith and in compliance with Government Code §§ 3500 et. seq. as regards efforts to negotiate a successor to the 2016-2018 Memorandum of Understanding; and

WHEREAS, representatives of the City and the Bell Gardens Police Officers Association have agreed upon a successor to the 2016-2018 Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bell Gardens as follows:

SECTION 1. Unless otherwise indicated in this Resolution, the following terms and conditions of employment for those employees in the unit represented by the Bell Gardens Police Officers Association, shall be adopted and implemented prospectively with City Council passage, approval and adoption of the 2018-2019 MOU ("MOU"). The provisions in the actual adopted MOU shall prevail over any conflicts between the MOU provisions and the provisions in this Resolution.

SECTION 2. The terms and conditions of employment for those employees in the unit represented by the Bell Gardens Police Officers Association, and which shall be incorporated into the MOU, are:

1. **Term of Agreement** – July 1, 2018 through June 30, 2019 (1 year agreement).
2. **Sworn Officer Selection Process:** Update selection process language as referred to in the MOU.

SECTION 3. The City Council hereby approves and adopts the 2018-2019 Memorandum of Understanding.

SECTION 4. Subject to all applicable laws, the City Council hereby authorizes the Acting City Manager to execute the MOU and all documents reasonably necessary to effectuate the intent of this Resolution.

SECTION 5. The City Clerk shall attest and certify to the passage and adoption of this Resolution and enter it into the book of original resolutions, and it shall become effective immediately upon its approval.

[Signature on following page]

PASSED, APPROVED AND ADOPTED this 11th day of March, 2019.

THE CITY OF BELL GARDENS

Maria Pulido, Mayor

APPROVED AS TO FORM:

ATTEST:

Rick Olivarez
Interim City Attorney

Kristina Santana
City Clerk

RESOLUTION NO. 2019-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, ADOPTING A FISCAL YEAR 2018-2019 MEMORANDUM OF UNDERSTANDING BETWEEN REPRESENTATIVES OF THE CITY AND THE BELL GARDENS POLICE MANAGEMENT ASSOCIATION

WHEREAS, the representatives of the City and the Bell Gardens Police Management Association have engaged in multiple meet and confer sessions and did so in good faith and in compliance with Government Code §§ 3500 et. seq. as regards efforts to negotiate a successor to the 2016-2018 Memorandum of Understanding; and

WHEREAS, representatives of the City and the Bell Gardens Police Management Association have agreed upon a successor to the 2016-2018 Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bell Gardens as follows:

SECTION 1. Unless otherwise indicated in this Resolution, the following terms and conditions of employment for those employees in the unit represented by the Bell Gardens Police Management Association, shall be adopted and implemented prospectively with City Council passage, approval and adoption of the 2018-2019 MOU ("MOU"). The provisions in the actual adopted MOU shall prevail over any conflicts between the MOU provisions and the provisions in this Resolution.

SECTION 2. The terms and conditions of employment for those employees in the unit represented by the Bell Gardens Police Management Association, and which shall be incorporated into the MOU, are:

1. **Term of Agreement** – July 1, 2018 through June 30, 2019 (1 year agreement)

SECTION 3. The City Council hereby approves and adopts the 2018-2019 Memorandum of Understanding.

SECTION 4. Subject to all applicable laws, the City Council hereby authorizes the Acting City Manager to execute the MOU and all documents reasonably necessary to effectuate the intent of this Resolution.

SECTION 5. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions and it shall become effective immediately upon its approval.

[Signature on following page]

PASSED, APPROVED AND ADOPTED this 11th day of March, 2019.

THE CITY OF BELL GARDENS

Alejandra Cortez, Mayor

APPROVED AS TO FORM:

ATTEST:

Rick Olivarez
Interim City Attorney

Kristina Santana
City Clerk

CITY OF BELL GARDENS
AND
BELL GARDENS POLICE OFFICERS
ASSOCIATION



MEMORANDUM OF UNDERSTANDING

July 1, 20168 – June 30, 20189

Adopted ~~November 21~~March 11, 20196

PREAMBLE

It is the purpose of the Memorandum of Understanding to promote and provide for harmonious relations, cooperation and communication between City Management and the City employees covered by this Memorandum. As a result of good faith negotiations between the City representatives and Association representatives this Memorandum sets forth the agreement between wages, hours, and other terms and conditions of employment for the employees covered by this Memorandum. This will provide for an orderly means of resolving differences, which may arise from time to time during its term.

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ARTICLE I. SCOPE OF REPRESENTATION

The Bell Gardens Police Officers Association, Local 2, International Union of Police Associations, AFL-CIO, represents regular employee classifications: Detective, Police Officer, Senior Officer, Police Clerk-Dispatcher and School Resource Officer.

ARTICLE II. TERM OF AGREEMENT

The term of this MOU shall be July 1, 201~~68~~⁸⁹, through June 30, ~~2018~~⁸⁹.

ARTICLE III. SALARIES

~~No base salary increases for the term of this agreement~~

~~All classifications within this bargaining unit shall receive base salary adjustments as follows:~~

- ~~a) Effective the first pay period of July, 2016: 5% base salary increase. Upon City Council adoption of this agreement, increase will be made retroactive to the first pay period July 2016.~~
- ~~b) Effective the first pay period of July 2017: 5% base salary increase.~~

ARTICLE IV. RETIREMENT CONTRIBUTION

Section 1. The City has contracted with the California Public Employees Retirement System (CalPERS) to provide a retirement plan for its employees. The City shall make payments of the Employer contribution directly to PERS for the employee's retirement plan,

Section 2. The City shall maintain the "highest one year" plan option with the Public Employees Retirement System.

Section 3. The City shall adopt for miscellaneous employees the "2.7% at age 55" plan option with PERS. This option became effective on October 22, 2006.

Section 4. Effective May 23, 2004, the PERS contract was amended to provide the 3% at 50 retirement benefit for sworn personnel who are not deemed to be "new members" as defined in Government Code Section 7522.04.

Section 5. **Retirement Formula** - Effective June 24, 2012, the City modified its CalPERS contract(s) so as to provide the 2% at 50 retirement formula for all safety employees hired on and after the effective date of said contract amendment, and the 2% at 55 retirement formula for all miscellaneous employees hired on and after the effective date of said contract amendment. Said contract amendments shall also provide for calculation of the above newly hired affected employee's annuity, being based on the "three highest years" calculation method.

Section 6. **CalPERS Employee Retirement Contributions** - Each unit member shall fund 100% of the CalPERS statutorily mandated employee member contributions. Presently, the individual safety employee contribution shall be 9% of compensation and the miscellaneous employee contribution shall be 8% of compensation.

Section 7. **AB 340 (as modified by AB 197) the California Public Employees' Pension Reform Act of 2013 (PEPRA)** - AB 340, as it may from time to time exist, shall in its entirety be given full force and effect during and after the term of this agreement. Any provision in this agreement which contradicts any provision of AB 340, shall be deemed null and void, with the contrary AB 340 provision(s) being given full force and effect. Therefore, no provision of AB 340 shall be deemed to impair any provision of this agreement, or any agreement, rule or regulation predating this MOU.

Unit members hired on and after January 1, 2013, deemed to be a new member" as defined in Government Code § 7522.04, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said "new member" is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (AB 340 – Government Code section 7522.30)

Unit members who are "new members" (miscellaneous employees) on and after January 1, 2013, shall be enrolled in the AB 340 provided for 2% @ 62 retirement formula (Govt. Code § 7522.20), and such "new members" who are safety employees shall be enrolled in the AB 340 provided for 2.7% @ 57 retirement formula (Section 7522.25.)

Unit members who are "new members" on and after January 1, 2013, shall have "final compensation" measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months (Section 7522.32.)

ARTICLE V. SAFETY EQUIPMENT

Section 1. The City shall provide each officer with a service weapon, Sam Browne belt with all necessary accessories, ammunition, a baton,

handcuffs, rain coat. These items are to remain the property of the City.

Section 2. All sworn members of the unit shall be issued body armor for his/her use while on duty. Armor pads shall be replaced by the City prior to the time the manufacturer says the effectiveness of the armor would be substantially reduced by ordinary wear. Liners or holders shall be maintained by the officers. All body armor issued shall remain the property of the City and shall be returned upon the termination of the officer's affiliation with the Police Department.

ARTICLE VI. UNIFORM ALLOWANCE

Section 1. Sworn unit members shall be provided the sum of \$1,350 per year paid semi-annually, all non-sworn unit members shall be provided the sum of \$750 per year, paid semi-annually, as a uniform allowance. This allowance shall be paid one half in January and one half in July of each year.

Section 2. Amount shall be based on unit members' position(s)/title(s) as of July 1st and January 1st.

ARTICLE VII. SHOOT PAY

Section 1. Mandatory range time as set forth by the Chief of Police shall be considered hours worked for overtime computation.

ARTICLE VIII. HOLIDAYS

Section 1. The City shall observe the following holidays:

1. New Years' Day - January 1st.
2. President's Day - The third Monday in February.
3. Memorial Day - The last Monday in May.
4. July 4th.
5. Labor Day - The first Monday in September.
6. Thanksgiving Day – The fourth Thursday in November
7. Christmas Day - December 25th.

8. In lieu of the September 9 (Admission Day) holiday, the Friday after Thanksgiving Day shall be a City holiday.
9. Four (4) "floating" holidays, in lieu of Martin Luther King Day, February 12 (Lincoln's Birthday Day), the second Monday in October (Columbus Day), and November 11 (Veterans Day), which must be taken by individual employees at a time subject to approval by the employee's department head.

Section 2. Effective November 25, 2013, two (2) additional floating holidays were added. Each floating holiday shall be equal to a unit member's work day. The addition of these two (2) floating holidays will bring the total number of floating holidays to six (6) for each fiscal year. The usage of these additional holidays will not incur overtime to staff the vacancies.

Floating holidays must be taken prior to June 30th of each year in which they are accrued. If the employee does not take the time off, it will not roll over into the next fiscal year. Floating holiday time has no cash value and will not be cashed out upon separation.

Section 3. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, the proceeding Friday shall be observed as the holiday.

Section 4. For purposes of accrual of holiday pay, each holiday shall be earned in the number of hours equal to the affected employee's regularly assigned workday. The total holiday pay for any regular employee shall not exceed the hourly equivalent of fourteen (14) working days, measured by the number of hours in any particular employee's scheduled workday.

ARTICLE IX. VACATION ACCRUAL

Section 1. Effective the first payroll period commencing on or after July 1, 2011, vacation shall be earned as follows for employees hired prior to October 3, 2011.

1. Through and including fifteen (15) completed years of City service – 13.33 hours per month.
2. Commencement of year sixteen (16) and through and including nineteen (19) completed years of City service – 15.33 hours per month.
3. Commencement of year twenty (20) and through and including twenty-four (24) completed years of City service – 16.33 hours per month.
4. At the commencement of twenty-five (25) years of City service, until separation – 18.33 hours per month.

Section 2. The following vacation accrual schedule is applicable to all unit members hired on and after October 3, 2011:

1. Month 13th through 48th = Employees accrue vacation leave at the rate of 6.67 hours per month (not to exceed 80 hours per year)

2. Month 49th through 108th = Employees accrue vacation leave at the rate of 10.00 hours per month (not to exceed 120 hours per year)
3. Month 109th and beyond = Employees accrue vacation leave at the rate of 13.34 hours per month (not to exceed 160 hours per year)

Section 3. **Vacation Cash Out** – Effective November 25, 2013 eighty (80) hours of earned and accumulated vacation leave may be cashed out per year (cash out to be implemented in December). The aforementioned cash out option shall be implemented in accord with existing City rules and regulations governing eligibility for participation in the options. All other hours of earned and accumulated vacation leave shall be convertible to cash upon separation of the employee from City employment.

ARTICLE X. SPECIAL EVENT/CALL OUTS

In those instances where affected employees have concluded a work shift, have left the work site, and are then called back to the work site prior to what would have been the commencement of a scheduled shift and subject to the limitations described below, the affected employee shall receive four (4) hours of compensation, at the rate of 1.5 times the employee's base salary rate (either cash or compensatory time off at the election of the employee not to exceed MOU accrual caps) per day, dependent upon when the employee's regularly scheduled shift begins.

If after being called back to the worksite the employee's regularly scheduled shift commences, the employee shall not be paid compensation pursuant to this Article (i.e. rate of 1.5 times the employee's base salary rate) for time worked after the employee's regularly scheduled shift commences. For example, if an officer is called back to work at 0800 and his/her regularly scheduled shift commences at 0900, the officer would only be entitled to be paid one hour of compensation pursuant to this Article.

This Article shall be equally applicable to a "call back" as defined above that occurs because of the officer being assigned to work a "special event," such as a parade or other matter not within the employee's regularly assigned schedule.

Scheduled staff meetings shall not be considered "special events" or a "call out" or "call back" for purposes of computing premium compensation. Unit employees who are required to attend a scheduled staff meeting outside of the scheduled work hours shall have said attendance considered hours worked for purposes of computing overtime eligibility.

ARTICLE XI. LIFE INSURANCE

The City shall maintain life insurance coverage for each member of this unit equal to one year base salary rounded to the nearest one thousand. The City shall pay the full premium for this coverage.

ARTICLE XII. HEALTH INSURANCE

Section 1. Medical - The City shall continue to make a contribution towards the cost of medical insurance premiums for the employee and the employees' dependents. The City reserves the right to change medical insurance providers. Employees' dependents are to be covered only once by the City.

Each employee shall be responsible for his or her deductible and co-payments as provided for in each employee's respective medical plan.

Section 2. Dental - The City shall continue to make a contribution towards the cost of dental insurance premiums for the employee and the employee's dependents with the insurance being provided by City-contracted providers. The City reserves the right to change dental insurance providers. Employees' dependents are to be covered only once by the City.

Each employee shall be responsible for his or her deductible and co-payments as provided for in each employee's respective dental plan.

Section 3. Vision - The City shall continue to make a contribution towards the cost of vision plan premiums for the employee and the employee's dependents with the insurance being provided City-contracted providers. The City reserves the right to change vision plan providers. Employees' dependents are to be covered only once by the City.

Each employee shall be responsible for his or her deductible and co-payments as provided for in each employee's respective vision plan.

Section 4. Health Insurance Premium Contribution Caps

a) On July 1, 2011 the City implemented health benefits premium contribution caps in the following amounts:

1. Single employee - \$825.37 monthly.
2. Employee plus one (1) dependent - \$1,708.04 monthly.
1. Family coverage - \$2,484.11 monthly.

b) Effective July 1, 2014 the maximum City-funded health insurance (medical, dental and vision) premiums shall cumulatively not exceed the following:

1. Single employee - \$844.46 monthly.
2. Employee plus one (1) dependent - \$1,747.54 monthly.
3. Family coverage - \$2,541.56 monthly.

Section 5. Annual adjustments to the aforementioned caps on City funded premiums shall be linked to the Consumer Price Index (CPI) as specified below.

1. The existing insurance premium caps will be adjusted by the percentage change in the CPI (not seasonally adjusted) for the Los Angeles, Long Beach, Glendale region from March of the prior year to March of the current year.
2. The increase will take effect on July 1 of each year.
3. Any increase to the insurance premium caps will be limited to three percent (3%).
4. Each affected employee shall be individually responsible for funding any health insurance premium amounts in excess of the above City funded payments.

Section 6. Health Insurance Opt Out

Effective November 25, 2013, the City will offer a health insurance opt out benefit to each full-time employee in a classification represented by this agreement. An employee can take 50% of the cost of monthly premiums forfeited by that employee for themselves and their dependents (if applicable) if they choose to take medical, dental, and/or vision elsewhere. This will be on a monthly basis, and the amount of City-funded premiums upon which the 50% payment shall be based and calculated shall be the lowest medical, dental, and/or vision plan premiums incurred by the employee in the twelve (12) consecutive months immediately preceding the date of the employee's election to withdraw from any of the health benefits (medical, dental, and/or vision). Absent an insurance premium payment in the prior twelve (12) months, the employee shall receive 50% of the least expensive health insurance plans. These provisions will continue to adhere to the policy whereby proof of insurance is required.

Employees under this agreement will have the option of choosing only one of the two types of benefit options listed above. In no way can an employee combine or otherwise enhance their own or their dependents' health benefits to receive more than what has been stated in each individual benefits option.

Section 7. JOINT HEALTH INSURANCE COMMITTEE

The City and unit members may reconvene the joint labor/management health insurance committee. The purpose of the committee shall be to explore cost saving alternatives to the present health insurance programs. Implementation of health insurance modifications shall be subject to the meet and confer process, and absent agreement of the parties to the contrary, shall not be implemented until completion of the meet and confer process.

Section 8. MODIFICATIONS TO HEALTH BENEFITS PLANS

1. Effective October 1, 2014, the City and Association agree to implement modifications to the City's existing health benefits plans as follows.
 - a) Medical - Replace Anthem Blue Cross POS plan with Anthem Blue Cross Premier PPO 250/10/10.
 - b) Dental - Reduce annual out of network coverage under Delta Dental PPO plan from \$2,000 to \$1,500.
 - c) Vision - Increase VSP office visit copay from \$10 to \$20
 - d) Employee Assistance Program (EAP) Eliminate mental health component from City's EAP plan.
 - e) Short Term Disability Insurance - Increase maximum weekly benefit from \$959 to \$1,075. Increase benefit waiting period from seven (7) calendar days to fourteen (14) calendar days. Increase benefit duration from 90 days to 180 days.

ARTICLE XIII. EDUCATIONAL INCENTIVE

Section 1. Sworn unit members shall be entitled to a 2.5% salary differential upon being awarded an Associate of Arts degree or an Intermediate POST Certificate, and a 7.5% salary differential upon being awarded a Baccalaureate degree. Sworn unit members having been awarded an Advanced POST Certificate shall receive a 7.5% salary differential. Sworn unit members having been awarded a Master's Degree, shall receive a 10% salary differential. Any sworn employee holding both an Advanced Certificate and a Master's Degree shall only receive a 10% salary differential. The differentials described herein are not cumulative.

Section 2. Dispatchers shall be entitled to incentive pay for the below certificates. The incentive pay for these certificates are not cumulative. Therefore, an individual holding an intermediate and advanced certificate shall only be entitled to the advanced certificate.

- POST Dispatcher Intermediate Certificate \$150 per month
- POST Dispatcher Advanced Certificate \$200 per month

ARTICLE XIV. TUITION REIMBURSEMENT

Section 1. Sworn unit members shall be entitled to participate in the reimbursement portion of the "Education Reimbursement and Incentive Plan." POST certified courses are not eligible for reimbursement under this plan. The maximum amount of reimbursement shall be \$2,000 per fiscal year.

Section 2. All miscellaneous employees in this unit are eligible to participate in the reimbursement portion of the "Education Reimbursement and Incentive Plan." Miscellaneous employees are eligible to receive additional pay under the incentive portion of the plan. The maximum amount of reimbursement shall be \$2,000 per fiscal year.

ARTICLE XV. BILINGUAL PAY

Section 1. Unit members who are certified as bilingual in the Spanish language shall receive \$100 per month bilingual pay. Certification shall be conducted by procedures selected by the City Manager.

First level certification shall be based on the following criteria: Able to give verbal commands, obtain descriptive information and complete booking procedures with non-English speaking suspect.

Section 2. Unit members who are certified as being bilingual in Spanish (as provided for in Section 1, above) and are also certified as being proficient in reading and writing of Spanish shall receive an additional \$100 per month bonus. Therefore, the maximum bonus that can be received per month is \$200 (if certified pursuant to both Sections 1 and 2.) Certification for this higher level of bilingual compensation shall be done pursuant to procedures selected by the City Manager.

Section 3. The City may require a re-certification of either or both Section 1 and 2 capabilities, every two (2) years if the program is continued.

Section 4. Any costs advanced by the City on behalf of an employee for training in Spanish must be reimbursed from monthly payments after certification.

ARTICLE XVI. LONGEVITY PAY

Employees who have completed full-time service with the City of fifteen (15) years, twenty (20) years, or twenty-five years (25) shall be eligible for the following additional compensation:

- a) 15 years = \$100 per month
- b) 20 years = \$200 per month
- c) 25 years = \$250 per month

ARTICLE XVII. RETIREE HEALTH

The City agrees to maintain a continuing lifetime health premium payment for retirees in accordance with the provisions set forth below.

Section 1. Tier 1: Bargaining unit members hired prior to October 3, 2011

- a) Effective July 1, 2007: Upon service or disability retirement, bargaining unit members hired prior to October 3, 2011 are eligible for retiree health benefits in an amount equal to 100% of the cost of retiree only coverage in the plan the retiree was enrolled in immediately prior to retirement.
- b) Effective July 1, 2004: The City shall pay 100% of the health premium payment for the spouse of a sworn retiree (either disability or service) or non-sworn retiree having completed twenty (20) or more years of service in the employ of Bell Gardens. The only spouse eligible to receive benefits, shall be the individual, if any, who was the employee's spouse on the initial effective date of the employee's retirement.
- c) References in this Section to "health" benefits shall be inclusive of medical, dental and vision benefits.
- d) Bargaining unit members who retired from the City prior to July 1, 2007 are eligible for retiree health benefits in accordance with the provisions the Memorandum of Understanding in effect at the time of their retirement.

Section 2. Tier 2: Bargaining unit members hired on or after October 3, 2011.

- a) Upon service or disability retirement, bargaining unit members hired on or after October 3, 2011 but before November 25, 2013 are eligible for retiree health benefits in an amount equal to 100% of the cost of retiree only coverage in the plan the retiree was enrolled in immediately prior to retirement. Spouse and dependent coverage will be made available, but only at the retiree's expense.
- b) References in this Section to "health" benefits shall be inclusive of medical, dental and vision benefits.

Section 3. Tier 3: Bargaining unit members hired on or after November 25, 2013.

Bargaining unit members hired on or after November 25, 2013 shall be subject to the following requirements:

- a) Retiree continuing medical will be available to service retirees who have reached normal retirement age as specified by PERS retirement plan in effect for bargaining unit. Employees have no vested right in any particular plan or coverage level prior to reaching normal PERS retirement age
- b) Employees who have reached normal retirement age and completed a minimum of 10 years of full-time benefitted service or more shall receive City funding of medical insurance premiums according to the following schedule (all "years" are "completed years"):
 - i. 10 years of service = 50% premium paid by City
 - ii. 11 years of service = 55% of premium paid by City
 - iii. 12 years of service = 60% of premium paid by City
 - iv. 13 years of service = 65% of premium paid by City
 - v. 14 years of service = 70% of premium paid by City
 - vi. 15 years of service = 75% of premium paid by City
 - vii. 16 years of service = 80% of premium paid by City
 - viii. 17 years of service = 85% of premium paid by City
 - ix. 18 years of service = 90% of premium paid by City
 - x. 19 years of service = 95% of premium paid by City
 - xi. 20 years of service = 100% of premium paid by City
- e) Retiree medical coverage for PERS disability retirees will be made available in accordance with the aforementioned vesting schedule.
- f) City funding of retiree premiums shall be limited to the least expensive HMO plan available. Retirees will be responsible for payment of premiums in excess of the monthly premium for the least expensive HMO plan available.
- g) Dental and vision coverage will only be available at the retiree's expense.
- h) Spouse and dependent coverage will only be available at the retiree's cost.
- i) At age 65, premium payment will be reduced to provide a supplemental policy integrated with Medicare. Retirees that elect an additional policy to integrate with Medicare will be

responsible for the premiums associated with this additional policy.

Section 4. Effective January 21, 2010, the October 19, 2006 Employee Separation Health Benefits Policy shall be null, void and withdrawn as to all present and future employees.

ARTICLE XVIII. FIELD TRAINING OFFICER

Section 1. The FTO program is separate and distinct from the Senior Officer Program provided for in Article 22 of this agreement. The FTO program is to be governed solely by this Article.

Section 2. Whereas the usual and customary duties of a Senior Officer include, but are not limited to, serving as an acting sergeant and as needed, as field training officer, those individuals designated pursuant to this Article as an FTO, shall have usual and customary duties relating to performance of patrol functions and provision of academic and practical training to and oversight of those sworn personnel assigned for such instructional purposes by management.

Section 3. On an as-need basis to be determined in the sole discretion of management, solicitation shall be made for the assignment of FTO.

Section 4. The minimum qualifications which shall be held at the time of an individual making application for an FTO assignment are:

- a. Minimum cumulative three (3) years of service as sworn police officer in the employ of a California law enforcement agency as a Penal Code §830.1 officer.
- b. Shall have successfully completed any Bell Gardens-mandated sworn peace officer probationary testing period.
- c. All performance evaluation reports issued by the Bell Gardens Police Department (whether annual, quarterly or otherwise) shall in all measured protocols reflect a minimum "Satisfactory" evaluation.

Section 5. Qualified applicants shall then be subject to evaluation by an Oral Board consisting of three (3) field services supervisors (sergeant or above) appointed to the Board by the Field Services Division Commander.

- a. The Oral Board shall in its independent judgment, determine the nature of questions relevant to the Field Training Officer assignment, and may at the Board's sole discretion, require applicants to demonstrate proficiency in the practical application of Department equipment and/or in practical ability to perform the duties of the FTO assignment.

- b. The principal criteria to be employed by the Oral Board in determining whether or not an FTO applicant is qualified to perform in the assignment are:
 1. Knowledge and understanding of applicable Code sections, City/Department rules, regulations and orders;
 2. Demonstrated commitment to the goals, objectives and mission statement of the Police Department;
 3. Exemplary disciplinary history;
 4. Exemplary attendance history;
 5. Demonstrated ability to serve as role model and to be perceived as such by trainees;
 6. Exemplary demonstrated ability to successfully teach and train.

Section 6. Those applicants deemed by the Oral Board to be “qualified” to successfully serve in the assignment of FTO, shall be included in alphabetical order on an FTO eligibility list.

Section 7. The Field Services Division Commander shall be authorized to assign any individual on the eligibility list to an FTO assignment, without following the alphabetical order of listing. In making FTO assignments, the Field Services Division Commander shall give consideration to the needs of any particular trainee, availability of the FTO eligible individual, and the shift to which a trainee is assigned.

Section 8. Inclusion upon an FTO eligibility list does not ensure appointment to the assignment.

Section 9. The number of individuals simultaneously assigned to the FTO position shall be determined in the sole discretion of management; based on Department needs. However, in no case shall more than eight (8) Field Training Officer assignments be simultaneously staffed.

Section 10. Any officer performing as an FTO on the effective date of the Addendum to Fiscal Year 2004-2007 Memorandum of Understanding shall, at the discretion of management, continue to serve in that assignment until an FTO eligibility list is created as set forth in Section 6, above. Therefore, when the FTO eligibility list is created, all pre-existing FTO assignments shall be immediately vacated. Any pre-existing FTO may then participate in the above described FTO application process, and may be thereafter assigned to FTO status pursuant to the provisions of this Article. The former FTO shall no longer be eligible to receive the ASSIGNMENT INCENTIVES provided for in this agreement. All represented employees acting as an FTO at the time of the Addendum to Fiscal Year 2004-2007 Memorandum of Understanding shall individually enter into an agreement waiving any right or option the individual may have pursuant to the Government

Code§ 3304(b) or pursuant to any other statutory or case law authority, to appeal loss of the incentive compensation.

Section 11. Individuals assigned as FTOs pursuant to the Addendum to Fiscal Year 2004-2007 Memorandum of Understanding are eligible to seek assignment to what the Department may define as a “specialty assignment.” If selected to perform in said “specialty assignment,” and if appointment to the specialty assignment provides for a base salary increase while so assigned, the specialty assignment base salary increase shall be in lieu of the base salary increase being paid to the applicant by virtue of being assigned to an FTO position.

Section 12. Upon assignment out of the ‘specialty assignment,’ the former FTO shall be restored to the FTO eligibility list (should one exist) if the former FTO has maintained all qualifications rendering the individuals eligible to have applied for an FTO assignment pursuant to the Addendum to Fiscal Year 2004-2007 Memorandum of Understanding. Such an individual restored to an FTO eligibility list shall then be subject to assignment from that list in the manner provided by the Addendum to Fiscal Year 2004-2007 Memorandum of Understanding for initial assignments to an FTO position. FTO compensation shall not be paid to the former FTO and special assignee, unless or until appointed from an existing FTO eligibility list.

Section 13. Upon being appointed to an FTO assignment, the officer shall be required to maintain all training and other certifications which are a necessary condition precedent to having been appointed to the FTO position and/or to maintain that appointment.

Section 14. Upon being assigned from an eligibility list as an FTO, the officer shall receive a 2.5% unadjusted base salary increase during each payroll period so assigned. In view of the officer having to maintain the necessary training and other qualifications which are conditions precedent to being assigned as an FTO, an individual assigned from an eligibility list shall continue to receive the 2.5% unadjusted base salary increase regardless of whether or not a trainee is assigned to the FTO during any given payroll period.

Section 15. The FTO position is an assignment and not a classification. All appointees to an FTO shall individually enter into a contractual agreement with the Department, addressing their administrative appeal rights (if any) regarding reassignment and/or loss of FTO-related compensation.

Section 16. At the sole discretion of the Police Chief, one or more FTO assignments can be eliminated, and if eliminated, with the attendant loss of the 2.5% unadjusted base salary increase. In the case of one or more FTO assignments being eliminated, the last individual assigned to an FTO position, shall be the first individual to be reassigned upon elimination of an FTO assignment, with this

methodology being utilized in any additional situations where removal from a FTO assignment is caused by elimination of that assignment.

ARTICLE XIX. ASSOCIATION DUES

The City shall collect, through payroll deduction, Association dues as established by the Association from those who voluntarily elect the dues deduction. The City shall be held harmless by the Association in performing this responsibility.

ARTICLE XX. MAINTENANCE OF BENEFITS

Except as specifically provided for herein, all benefits, other than direct wages, which are in existence at the commencement of this Memorandum of Understanding, shall not be diminished, lessened, or reduced for the duration of this agreement.

ARTICLE XXI. PERSONNEL RULES AND REGULATIONS

Section 1. The Personnel Rules and Regulations adopted by the City of Bell Gardens on June 24, 1991, are incorporated herein by reference, and shall continue to govern and the Drug Policy adopted by the City of Bell Gardens on June 24, 1997, are incorporated herein by reference, and shall continue to govern; provided that any changes to such policies which may be proposed by the City are subject to meeting and conferring to the extent required by law.

ARTICLE XXII. DETECTIVE ON-CALL COMPENSATION

Section 1. A maximum of two (2) City-owned vehicles shall be made available to a maximum of two (2) detectives during any given week who are designated by a supervisor as being in said on-call status. The two detectives shall be authorized to use the City-owned vehicle for travel to and from their residence and the workplace and for other responses performed in the course and scope of their employment.

Section 2. Additionally, a maximum of two (2) detectives as described above who are in said on-call status, shall receive compensation (either cash or compensatory time off at the election of the employee) as a result of being in an on-call status, in the amount of two hours per day calculated at 1.5 times the affected detective's base hourly rate while in said on-call status. However, at no time shall the total exceed 6 hours at time and a half in any workweek. Said monies shall be subject to accumulation and use in accord with existing policies and procedures governing accumulation and use of overtime compensation.

ARTICLE XXIII. SENIOR OFFICER PROGRAM

A. Purpose:

The Senior Officer program is designed to recognize Police Officers who proactively support the Bell Gardens Police Department's Community Based Policing philosophy and embrace a leadership role within the Department. The Senior Officer program will provide operational and supervisory support to Police Management while preparing assigned Officers for career advancement within the Department.

B. Compensation:

Police Officers who are assigned to Senior Officer assignment shall receive extra compensation in an amount equal to 7.5% of the top step base salary for Police Officer.

C. Duties and Responsibilities:

The usual and customary duties of a Senior Officer shall include, but are not limited to, serving as a mentor, field training officer (FTO), and/or shift supervisor (and any related duties) under the direction of a Sergeant or absent a Sergeant. Senior Officers will be expected to take a leadership role in the development of patrol personnel and problem solving related to crime and quality of life issues in the community, while utilizing a Community Based Policing approach.

D. Assignment:

1. Senior Officer is a special assignment, not a classified position. The City authorizes up to a maximum of six (6) Senior Officers at one time.
2. Senior Officers shall have their seniority set forth by their appointment date to the assignment, after the initial selection process is completed. Any existing personnel assigned to a Senior Officer assignment consistent with the previous MOU, will not be required to participate in the initial selection process for an assignment under this amended program, and are hereby grandfathered in to the new Senior Officer program. It is recognized that one (1) Police Officer currently fits this criteria.
3. The Department intends to assign four (4) Senior Officers to Field Services and two (2) Senior Officers to investigation units (one in GIU and one in SIU). A Senior Officer assigned to a detective assignment **will not** be entitled to the additional 7.5% compensation, given the 10% compensation already in place for a detective assignment. Senior Officers assigned to a detective assignment will remain in the assignment for a period of no more than three (3) years. Upon returning to Field Services, they will retain their Senior Officer status and begin receiving 7.5% compensation in lieu of the 10% compensation for a detective assignment.

4. For only the initial selection process of Senior Officer, it is understood that only one detective will be assigned to each investigations unit. It is also understood that both of these units have unique and specific needs for assigning or retaining experienced personnel. Therefore, if no one currently assigned to a detective assignment in either GIU and/or SIU is selected for a Senior Officer assignment, it will be necessary to remove one detective from either or both units so that one Senior Officer can be placed in that unit. If this occurs, removal of a detective from their respective investigations unit will occur as follows: In GIU, the detective who has been in the assignment longest will be returned to Field Services; In SIU, the detective most recently assigned to the unit will be returned to Field Services.
5. If multiple detectives in the same unit are selected to a Senior Officer assignment, removal from their respective investigations unit will occur as follows: In GIU, the detective(s) having the longest tenure in the unit will be returned to Field Services. In SIU, management will reserve the right to select which detective will remain in the unit. All other detectives in that unit will be returned to Field Services, unless they choose not to accept the Senior Officer assignment and wish to remain in the unit. If this occurs, they will not be placed on the eligibility list and required to test during a future selection process. The Chief of Police will then utilize the eligibility list to select a Senior Officer assignment based on the "Rule of 3".
6. The Senior Officer in GIU and SIU will be assigned to the detective assignment for no longer than a three (3) year term. Therefore, the Senior Officers that remains in their respective unit(s) will only be permitted to finish out their existing term. By way of illustration, a detective who has been assigned to their respective investigation unit for two (2) years and accepts a Senior Officer assignment will have one (1) year remaining on the detective assignment.
7. Any detective removed from a detective assignment and placed in Field Services as a result of the initial selection process for Senior Officer, will be required to apply and test for any future specialty assignment available in either investigations unit. Only Senior Officers assigned to Field Services may apply to a vacant Senior Officer detective assignment in GIU or SIU, but will not be permitted to apply for any other non-Senior Officer detective assignment, unless they choose to rescind their status as Senior Officer.

E. Qualifications and Selection Process:

1. Applicants for Senior Officer must have completed three (3) years of continuous service as a sworn Police Officer in a P.O.S.T. certified agency, with a minimum of two (2) years of service as a sworn Police Officer with the Bell Gardens Police Department. Those officers with a minimum of two (2) years of service with the Bell Gardens Police

Department must have successfully passed their probationary period to qualify for application to this assignment.

2. Initial Assignment: Upon approval of this amendment, a maximum of Six (6) Senior Officer assignments will be available.

3. The process will consist of the following steps:

Step 1. Qualified applicants must submit a 'Memorandum of Interest' to their immediate supervisor.

Step 2. A written recommendation of each candidate by all Sergeants. Each Sergeant must state (Yes / No / No Response) and give a written justification on his/her answer. Candidates must have 50% of the Sergeants who response with a "Yes" or "No" to continue with the process.

Step 3. Applicants will be assigned an anonymous identification number by the Chief's Secretary and will not be revealed until *AFTER* the final scoring of the written essay is done.

Step 4. Applicants shall participate in a written essay in response to a question(s) / scenario(s) with the subject matter at the sole discretion of the Chief of Police. Each essay will be submitted anonymously and scored by each member of the Police Department Command Staff.

*** Each essay will be scored and ranked based on the following criteria: Structure, Grammar, Composition skills, Spelling and Decision Making. ***

Step 5. Applicant must participate in an oral interview by a (3) person panel, consisting of (1) one Lieutenant and (2) Sergeants. The panel will interview each candidate and rank them by the following criteria: Training / Experience, Commitment, Leadership, Decision Making / Judgement, and Communication / Interpersonal Skills.

The final ranking will incorporate both the averaged ranking from the scored written essay and the oral (3) panel interview. For the purposes of establishing the eligibility list for this assignment, the components of the selection process will be weighted as follows:

* Written Essay: 50%

* Oral Interview: 50%

4. The highest ranking applicants on the eligibility list will be considered to a Senior Officer assignment, and shall have their seniority in the Senior Officer program set based on their date of appointment. The Chief of Police will select assignments at his/her discretion from the eligibility list. The Chief of Police may refer to an applicant's personnel file or any other department files that document the applicant's qualifications based on the aforementioned criteria.

5. Applicants not selected for an assignment will remain on an eligibility list which will expire (1) one year from the date that the list is established and be utilized to fill vacant positions that occur during that time period. The Chief of Police will select subsequent assignments at his/her discretion from active eligibility lists. Any selection process that occurs after the expiration of this first eligibility list will utilize the selection procedure currently in place for Police Department assignments as indicated in Section D (5).
6. Assignment to Senior Officer is desirable, however not a requirement, for appointment to the classification of Police Sergeant.
7. 'Seniority' - Seniority would be based on **DATE OF APPOINTMENT**. If more than one Senior Officer is selected then 'Seniority' would be determined based on final test scores then by badge number.

F. Shift Selection

1. Senior Officers will select their respective patrol shift every six (6) months consistent with how patrol shifts are currently selected. One (1) Senior Officer will be assigned to each of the four (4) patrol shifts. They will only be permitted to select from one of those four (4) shifts. Shift selection for Senior Officers assigned to Field Services will rotate by Date of Appointment.
2. One Senior Officer will be assigned to a Specialized Unit (General Investigations Unit and / or Special Investigations Unit) for 2 or 3 years at the discretion of the Chief of Police. Senior Officers may submit a 'Memorandum of Interest' in order to be considered for a Specialized Assignment. Senior Officers will be assigned based on departmental needs and at the discretion of the Chief of Police. Once a Senior Officer leaves the specialized unit and returns to Field Services, that Senior Officer will be placed in the shift selection according to their seniority level within the overall Senior Officer group.

E. Qualifications and Selection Process:

1. Applicants for Senior Officer must have completed three (3) years of continuous service as a sworn Police Officer in a P.O.S.T. certified agency, with a minimum of two (2) years of service as a sworn Police Officer with the Bell Gardens Police Department. Those officers with a minimum of two (2) years of service with the Bell Gardens Police Department must have successfully passed their probationary period to qualify for application to this assignment.
2. Initial Assignment: Upon approval of this amendment, a maximum of five (5) new Senior Officer assignments will be available in addition to the one (1) existing Senior Officer that will be grandfathered into the program. Qualified applicants for this initial selection process only, shall participate in a written examination that will require the applicant to prepare a written essay in response to a question(s)/scenario(s) with subject matter at the sole discretion of the Chief of Police. Applicants will submit their essays

~~anonymously; for scoring purposes, each applicant will be assigned a number known only to the Chief of Police. The anonymously submitted essays will be scored individually by each member of the Police Department command staff (five (5) lieutenants). Each lieutenant will score the essays as follows: The essays will be ranked 1-10 or more based on the following criteria: Training/Experience, Commitment, Leadership, Decision Making/Judgment, and Communication/Interpersonal Skills. An average of the rankings will be taken among the independent scores from the lieutenant rankings to get an overall ranking list.~~

~~3. The Chief of Police will interview each applicant and rank them in the same manner. The final ranking will incorporate the averaged ranking from the scored essays by lieutenants, and the ranking from the Chief's interview. For the purposes of establishing the eligibility list for this assignment, the components of the selection process will be weighted as follows:~~

- ~~• Written Examination (essay): 50%~~
- ~~• Oral Examination (Chief's interview): 50%~~

~~4. For this initial selection process only, the first five (5) highest ranking applicants on the eligibility list will be offered a Senior Officer assignment, and shall have their seniority in the Senior Officer program set based on this ranking, after any Senior Officers are grandfathered in to the amended program. The Chief of Police may refer to an applicant's personnel file or any other department files that document the applicant's qualifications based on the aforementioned criteria. The initial selection process will conclude upon assignment of the 5th Senior Officer.~~

~~5. Applicants not selected for an assignment will remain on an eligibility list which will expire one year from the date that the list is established and be utilized to fill vacant positions that occur during that time period. The Chief of Police will select subsequent assignments at his discretion from active eligibility lists. Any selection process that occurs after the expiration of this first eligibility list will utilize the selection procedure currently in place for Police Department assignments as indicated in Section D (5).~~

~~6. Assignment to Senior Officer is desirable, however not a requirement, for appointment to the classification of Police Sergeant.~~

~~F. Shift Selection~~

~~Senior Officers will select their respective patrol shift every six (6) months consistent with how patrol shifts are currently selected. One (1) Senior Officer will be assigned to each of the four (4) patrol shifts. They will only be permitted to select from one of those four (4) shifts. Shift selection for Senior Officers assigned to Field Services will rotate as follows: (1 2 3 4, 2 3 4 1, 3 4 1 2, 4 1 2 3). The numbers represent seniority among the Senior Officers assigned to Patrol. Once a Senior Officer leaves the specialized unit and returns to Field~~

~~Services, that Senior Officer will be placed in the shift selection according to their seniority level within the overall Senior Officer group.~~

G. Limitations

1. The Senior Officer assignment has no term limit; however, a Senior Officer may be removed from his/her assignment at the discretion of the Chief of Police for failure to meet the standards and expectations of the program contained in this Article. Senior Officers will be evaluated annually, consistent with current policy and procedure for City employees. If a Senior Officer is removed from this program for failure to meet standards and expectations of the program, they will be afforded appeal rights consistent with City personnel rules for an appeal process.
2. Senior Officers performing the duties of an FTO **will not** be entitled to additional compensation afforded an FTO in a non-Senior Officer assignment. Current paid FTO assignments will be reduced from eight (8) to four (4) in lieu of this amended program.
3. If at any time a Senior Officer is placed into a schedule as supervisor of a patrol shift absent a sergeant for a period of 30 days or longer, he/she will be entitled to additional compensation in accordance with City Personnel Rules related to an employee serving in a supervisory role for a specified time period.
4. The Chief of Police reserves the right to make changes to the Senior Officer Program and assignment structure based on operational need and availability of resources.

ARTICLE XXIV. SICK LEAVE

Section 1. Effective November 25, 2013, any sick leave accumulated past 720 hours can be accrued into the following year or surrendered for cash or deposited into a deferred compensation plan at the employee's existing hourly wage rate in December, not to exceed a maximum of 96 earned hours per year.

Section 2. **Maintenance of Health Benefits While on Leave of Absence** – The City will no longer fund 100% of the health insurance premiums for employees on an extended sick leave for a period of three (3) months after the employee has used up or could have used up all of their leave balances. Employees must use a minimum of 56 hours of accrued leave per month to ensure the continuation of their health benefits – a failure to do so shall result in the suspension of health benefits, unless employee is on a protected leave. Employees that do not meet the aforementioned criteria while on a leave of absence shall be given the opportunity to remain on the City's health benefit plans, but at the employee's cost, through COBRA.

ARTICLE XXV. BEREAVEMENT LEAVE

Regular and probationary full-time employees of the City shall be granted a bereavement leave of absence by reason of the death, or critical illness where death appears imminent, of the employee's father, mother, brother, sister, spouse or child. Employee shall be allowed three (3) working days with pay for each occurrence and shall not be charged against the employee's sick bank.

The Personnel Officer and/or the department head may require evidence in the form of a physician's certificate, or otherwise, of the adequacy of the reason for any employee's absence during the time for which sick leave was requested for an illness or death in the family where the employee's presence was necessary.

ARTICLE XXVI. COMPENSATORY TIME

Each employee shall be allowed to accrue up to a maximum of 80 hours of compensatory time off but no employee shall be allowed to carry over more than 40 hours of compensatory time into a new fiscal year. At the end of each fiscal year the employee shall be paid off by the City all accrued but unused compensatory time off-hours in excess of 40.

ARTICLE XXVII. WORK PERIODS, SCHEDULES AND OVERTIME

Section 1. Work schedules for unit members shall be defined as follows:

- a) 4/10 Work Schedule: The 4/10 work schedule shall consist of four (4) ten (10) hour work days exclusive of any assigned meal periods.
- b) 3/12 Work Schedule: The 3/12 work schedule shall consist of three (3) twelve (12) hour work days and one (1) eight (8) hour make up day on alternating weeks, exclusive of any assigned meal periods.

Section 2. The existing work schedule in terms of number of days worked per week and hours per day shall remain in place.

Section 3. The work period shall be defined as follows:

- a) Sworn Employees: The work period shall consist of fourteen (14) days and employees are subject to a 14-day FLSA work period. For calculating contractual overtime provided pursuant to this MOU, the total hours during these 14 days shall be eighty (80) hours.

- b) Non-Sworn Employees: The work period shall consist of seven (7) days. The total work hours during these seven days shall be forty (40) hours.
 - 1. For non-sworn employees on the 3/12 schedule, the work period shall begin exactly four (4) hours into the employee's eight (8) hour shift on the day of the week which constitutes his or her alternating regular day off.

Section 4. An employee covered by this agreement shall receive overtime compensation at the rate of one and one-half times the regular hourly rate of pay for all time worked in excess of the total hours in his or her designated work period (i.e. forty hours for a seven day work period and eighty hours for a fourteen day work period), as described in Section 3 of this agreement.

Section 5. Sick leave time shall be excluded from computation of hours worked for the purposes of overtime calculation. Effective July 1, 2013, all other leave time (vacation, comp, floating, and holiday) shall be considered hours worked for the purposes of overtime calculation:

ARTICLE XXVIII. POA RELEASE TIME

Section 1. The Association President and/or other officers designated by him shall be granted reasonable release time, not to exceed 120 hours per year, to participate in official C.O.P.S. seminars and board meetings provided the employees covered by this agreement repay the City 120 hours of compensatory, holiday, or vacation time.

Section 2. The Association may carry over into a new fiscal year any release time hours unused in the then concluding fiscal year, not to exceed 120. In any case where a balance of hours is carried over into a new fiscal year, the employees covered by this agreement shall only be required to repay to the City the difference between 120 hours and the number of hours so carried over.

ARTICLE XXIX. CITY RIGHTS

Section 1. The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this agreement or by law to manage the City, as such rights existed prior to the execution of this MOU. The City may exercise its management rights unilaterally without the obligation to meet and confer on the decision to exercise such rights. However, the City shall meet and confer on the impact thereof pursuant to Section 2 of this Article. The sole and exclusive rights of Management, as they are not abridged by this MOU or by law shall include, but not be limited to, the following rights:

To manage the City generally and to determine the issues of policy;

To determine the existence or nonexistence of facts which are the basis of the Management decision;

To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services;

To determine the nature, manner, means and technology and extent of services to be provided to the public;

Methods of financing;

Types of equipment or technology to be used;

To determine and/or change the facilities, methods, technological means, and size of the work force by which the City operations are to be conducted;

To determine and change the number of locations, relocations and type of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract or subcontract any work or operation of the City;

To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;

To establish and modify productivity and performance program and standards;

To relieve employees from duties for lack of work, or funds, or similar non-disciplinary reasons;

To discharge, suspend, demote, or otherwise discipline employees for proper cause;

To determine job classification and to reclassify employees;

To hire, transfer, promote and demote employees for non-disciplinary reasons;

To determine and administer policies, procedures and standards for selection, training, and promotion of employees;

To establish employee performance standards including, but not limited to, qualification and quantity standards and to require compliance therewith;

To maintain order and efficiency in its facilities and operations;

To establish and promulgate and/or modify Rules and Regulations to maintain order and safety in the City which are not in contravention with this agreement;

To take any and all necessary action to carry out the mission of the City in emergencies.

Section 2. Except in emergencies or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of Management's rights shall impact on employees of the Association, the City agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this agreement or in the Personnel Rules and Regulations, Safety Resolutions and Municipal Code which are incorporated herein by reference in this agreement. By agreeing to meet and confer with the Association as to the impact and exercise of any of the foregoing City rights, Management's discretion in the exercise of these rights shall not be diminished.

ARTICLE XXX. COURT TIME PAY/COURT STANDBY

Subject to the limitations below, the City agrees to pay members of Unit called to testify in court proceedings four (4) hours pay minimum per appearance and two (2) hours pay when held on standby status in the a.m. and an additional two (2) hours of pay if on standby in the p.m. Court time computations will be based upon time of arrival, to time of departure from court. Appearance and standby hours shall be compensated at 1.5 times the employee's base salary rate (either cash or compensatory time off at the election of the employee,) but in no case shall the maximum number of daily compensable court time/court standby hours exceed eight (8). Eligibility for standby pay requires the employee to verify a mandated standby status prior to the above a.m. or p.m. period of time.

If after court time commences, the employee's regularly scheduled shift commences, the employee shall not be paid compensation pursuant to this Article (i.e. rate of 1.5 times the employee's base salary rate) for time worked after the employee's regularly scheduled shift commences. For example, if an officer arrives to court at 0800 and his/her regularly scheduled shift commences at 0900, the officer would only be entitled to be paid one hour of compensation pursuant to this Article.

ARTICLE XXXI. NO STRIKE - NO LOCKOUT

Section 1. The Association, its officers, agents, representatives and/or members agree that they will not cause or condone any strike, walkout,

slowdown sickout or any other job action by withholding or refusing to perform services.

Section 2. The City agrees that it shall not lockout its employees. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Memorandum of Understanding or applicable ordinance or law.

Section 3. Any employee who participates in any conduct prohibited in Section 1 above may be subject to disciplinary action up to and including discharge.

Section 4. In the event that any one or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in Section 1 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this agreement and is unlawful and they must immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

ARTICLE XXXII. EMERGENCY WAIVER PROVISION

In the event of circumstances beyond the control of the City, such as Acts of God, fire, flood, insurrection, civil disorder, national emergency or similar circumstances, if the City Manager or his designee so declares, any provisions of this Memorandum of Understanding or the Personnel Rules or Resolutions of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in this agreement and any Personnel Rules and policies.

ARTICLE XXXIII. SEPARABILITY PROVISION

Should any provision of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect.

ARTICLE XXXIV. ELIGIBILITY TO RECEIVE RETROACTIVE COMPENSATION

If applicable, eligibility to receive any retroactive salary payment(s) or other retroactive compensation or benefits provided for in any section of this agreement, shall be conditioned upon the affected unit member being employed by the City on the date that the retroactive payment is distributed. Said requirement is consistent with the agreement and

understanding of the parties that any and all retroactive payments provided for herein are not intended as compensation for past services rendered.

ARTICLE XXXV. LEAVE DISTRIBUTION

The value of any and all types of leave distribution shall be measured with reference only to the unadjusted base salary of each affected employee. Therefore, the value of any and all incentives, including but not limited to educational, bilingual, field training officer, detective on-call, senior officer and shooting, shall be excluded from calculating the hourly base salary rate utilized in determining the value of distributed leave hours.

ARTICLE XXXVI. REOPENERS / WAIVER OF MEET AND CONFER

Section 1. Subject to the reopener provisions described in this MOU, the parties mutually agree that neither party shall seek to negotiate or bargain with reference to wages, hours or terms and conditions of employment, whether or not covered by this MOU or in the negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this MOU. Regardless of the waiver contained in this Article, the parties may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this MOU.

Section 2. The parties shall reopen any provision of this MOU for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in order to comply with state or federal laws.

Section 3. During the term of this agreement, the parties may reopen the MOU and convene the meet and confer process to discuss salary increases within the contract period.

Section 4. Upon unilateral decision by the City to do so, this agreement shall reopen only on issues of pay and benefits should the Bicycle Club be closed down or if the revenues to the City from Club operations fall more than 10% from the corresponding month in the previous year, and that such a drop (in excess of 10%) shall exist for three consecutive months.

PARTIES TO THE AGREEMENT

**Bell Gardens Police Officers
Association (BGPOA)**

City of Bell Gardens

– Luis IsarrarazDaniel Ramirez, Date
Date
BGPOA President

Philip Wagner, Chris Daste, _____ Date
Date
Acting City Manager

CITY OF BELL GARDENS
AND
BELL GARDENS POLICE
MANAGEMENT ASSOCIATION



MEMORANDUM OF UNDERSTANDING

July 1, 20168 THROUGH June 30, 20189

Adopted ~~January 9~~March 11, 20179

PREAMBLE

Representatives of the City and the Bell Gardens Police Management Association have agreed upon this Memorandum Understanding following unprecedented and positive efforts by each other to incorporate into this meet and confer process an increased level of forthrightness, mutual respect and more dignified exchange of opinions and proposals. This MOU is the result of said process. This MOU is of no force and effect unless or until approved and adopted by the City Council of the City. Unless otherwise indicated, changes in terms and conditions of employment shall be effective concurrent with City Council adoption of this 201~~86~~-201~~98~~ MOU.

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ARTICLE I. SCOPE OF REPRESENTATION

The Bell Gardens Police Management Association represents the following employee classifications: Sergeant, Detective Sergeant, Lieutenant and Captain.

ARTICLE II. TERM OF AGREEMENT

Section 1. The term of this memorandum shall be July 1, 201~~68~~⁸, through June 30, 201~~89~~⁹. Whenever this MOU provides for compensation changes to be effective as of a specific date (e.g. July 1 or January 1), the change in compensation shall be effective the first payroll period which either falls on the specific date or right after the specific date.

Section 2. ~~The Agreement may be extended beyond June 30, 2018 if both parties concur in writing.~~

ARTICLE III. SALARIES

~~No base salary increases for the term of this agreement~~

~~All classifications within this bargaining unit shall receive base salary adjustments as follows:~~

- ~~a) Effective the first pay period of July 2016: 5% base salary increase. Upon City Council adoption of this agreement, base salary increase will be made retroactive to the first pay period of July 2016.~~
- ~~b) Effective the first pay period of July 2017: 5% base salary increase.~~
- ~~c) Effective the first pay period of January 2018: 1.5% base salary increase.~~

ARTICLE IV. WORK SCHEDULE

Section 1. Work schedules for unit members shall be defined as follows:

- a) 4/10 Work Schedule: The 4/10 work schedule shall consist of four (4) ten (10) hour work days exclusive of any assigned meal periods.
- b) 3/12 Work Schedule: The 3/12 work schedule shall consist of three (3) twelve (12) hour work days and one (1) eight (8) hour make up day on alternating weeks, exclusive of any assigned meal periods.

Section 2. The work schedules in effect for the various positions on the effective date of this MOU shall remain in effect for the term of this MOU. It is hereby understood and

agreed that the personnel assignments will be changed periodically during the term of this MOU to meet the needs of the department.

Section 3. The work period shall consist of fourteen (14) days and employees are subject to a 14-day FLSA work period. For calculating contractual overtime provided pursuant to this MOU, the total work hours during these 14 days shall be eighty (80).

Section 4. Eligible bargaining unit members shall receive overtime compensation at the rate of one and one-half times the regular hourly rate of pay for all time worked in excess of the total hours in his or her designated work period (i.e. forty hours for a seven day work period and eighty hours for a fourteen day work period), as described in Section 3 of this agreement.

ARTICLE V. RETIREMENT AND CONTRIBUTIONS

Section 1. Effective January 1, 2012, each unit member began funding 100% of the CalPERS statutorily mandated employee member contribution. The individual safety employee funded contribution shall then be 9% of compensation.

Section 2. The City shall make this contribution directly to PERS, designating said contribution to be credited to the employee's account, and shall make no assertion with PERS that said contributions are to be credited to the City's account.

Section 3. The City shall maintain the "highest one year" plan option with the Public Employees Retirement System.

Section 4. Effective on May 23, 2004, the PERS contract was amended to provide the 3% at 50 retirement benefit for sworn personnel who are not deemed to be "new members" as defined in Government Code Section 7522.04.

Section 5. CalPERS Retirement Formula

- a. Effective June 24, 2012, the City modified its CalPERS contract(s) so as to provide the 2% at 50 retirement formula for all safety employees hired after June 24, 2012.
- b. Said contract amendment shall also provide for calculation of the above newly hired effected employee's annuity, being based on the "three highest years" calculation method.

Section 6. **AB 340 (as modified by AB 197) the California Public Employees' Pension Reform Act of 2013 (PEPRA)** - AB 340, as it may from time to time exist, shall in its entirety be given full force and effect during and after the term of this agreement. Any provision in this agreement which contradicts any provision of AB 340, shall be deemed null and void, with the contrary AB 340 provision(s) being given full force and effect. Therefore, no provision of AB 340 shall be

deemed to impair any provision of any MOU, Agreement, Rule or Regulation predating this agreement.

Unit members hired on and after January 1, 2013, deemed to be a “new member” as defined in Government Code § 7522.04, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said “new member” is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (AB 340 – Government Code section 7522.30) Unit members who are “new members” on and after January 1, 2013, shall be enrolled in the AB 340 provided for 2.7% @ 57 retirement formula (Section 7522.25.)

ARTICLE VI. RETIREE HEALTH

Section 1. The City agrees to maintain a continuing lifetime health premium payment for retirees in accordance with the provisions set forth below.

a) Tier 1: Bargaining unit members hired prior to August 11, 2014:

1. Effective July 1, 2007: Upon service or disability retirement, bargaining unit members hired prior to August 11, 2014 are eligible for retiree health benefits in an amount equal to 100% of the cost of retiree only coverage in the plan the retiree was enrolled in immediately prior to retirement.
2. Effective July 1, 2004: The City shall pay 100% of the health premium payment for the spouse of a sworn retiree (either disability or service) having completed twenty (20) or more years of sworn service in the employ of Bell Gardens. The only spouse eligible to receive benefits, shall be the individual, if any, who was the employee’s spouse on the initial effective date of the employee’s retirement.
3. References in this Section to “health” benefits shall be inclusive of medical, dental and vision benefits.
4. Bargaining unit members who retired from the City prior to July 1, 2007 are eligible for retiree health benefits in accordance with the provisions the Memorandum of Understanding in effect at the time of their retirement.

b) Tier 2: Bargaining unit members hired on or after August 11, 2014.

1. Current sworn safety employees who promote into this bargaining unit on or after August 11, 2014 shall be subject to retiree health eligibility based on their original date of hire only. Date of hire into this

bargaining unit will not be utilized to determine eligibility for retiree health benefits.

2. Bargaining unit members hired by the City on or after August 11, 2014 shall be subject to the following requirements:
 - a) Retiree continuing medical will be available to service retirees who have reached normal retirement age as specified by PERS retirement plan in effect for bargaining unit. Employees have no vested right in any particular plan or coverage level prior to reaching normal PERS retirement age
 - b) Employees who have reached normal retirement age and completed a minimum of 10 years of full-time benefitted service or more shall receive City funding of medical insurance premiums according to the following schedule (all “years” are “completed years”):
 - i. 10 years of service = 50% premium paid by City
 - ii. 11 years of service = 55% of premium paid by City
 - iii. 12 years of service = 60% of premium paid by City
 - iv. 13 years of service = 65% of premium paid by City
 - v. 14 years of service = 70% of premium paid by City
 - vi. 15 years of service = 75% of premium paid by City
 - vii. 16 years of service = 80% of premium paid by City
 - viii. 17 years of service = 85% of premium paid by City
 - ix. 18 years of service = 90% of premium paid by City
 - x. 19 years of service = 95% of premium paid by City
 - xi. 20 years of service = 100% of premium paid by City
 - c) Retiree medical coverage for PERS disability retirees will be made available in accordance with the aforementioned vesting schedule.
 - d) City funding of retiree premiums shall be limited to the least expensive HMO plan available. Retirees will be responsible for payment of premiums in excess of the monthly premium for the least expensive HMO plan available.
 - e) Dental and vision coverage will only be available at the retiree’s expense.
 - f) Spouse and dependent coverage will only be available at the retiree’s cost.
 - g) At age 65, premium payment will be reduced to provide a supplemental policy integrated with Medicare. Retirees that elect

an additional policy to integrate with Medicare will be responsible for the premiums associated with this additional policy.

Section 2. The October 19, 2006 Employee Separation Health Benefits Policy shall be null, void and withdrawn as to all present and future employees, effective January 21, 2010.

ARTICLE VII. LIFE INSURANCE

The City shall maintain life insurance coverage for each member of this unit in an amount equal to one year base salary rounded to the nearest one thousand. City shall pay the full premium for this coverage.

ARTICLE VIII. SAFETY EQUIPMENT

Section 1. The City shall provide each officer with a service weapon, Sam Browne belt with all necessary accessories, ammunition, a baton, handcuffs, and raincoat. These items are to remain the property of the City.

Section 2. All sworn members of the unit shall be issued body armor for his/her use while on duty. Armor pads shall be replaced by the City prior to the time the manufacturer says the effectiveness of the armor would be substantially reduced by ordinary wear. Liners or holders shall be maintained by the officers. All body armor issued shall remain the property of the City and shall be returned upon the termination of the officer's affiliation with the Police Department.

ARTICLE IX. UNIFORM ALLOWANCE

Police Captains, Lieutenants, and Sergeants shall be provided \$1,350 per year for uniform maintenance. This allowance shall be paid semi-annually, with one half paid in January and one half paid in July of each year.

ARTICLE X. HOLIDAYS

Section 1. The City shall observe the following holidays:

1. New Years' Day - January 1st.
2. President's Day - The third Monday in February.
3. Memorial Day - The last Monday in May.
4. July 4th.
5. Labor Day - The first Monday in September.
6. Thanksgiving Day – The fourth Thursday in November
7. Christmas Day - December 25th.
8. In lieu of the September 9 (Admission Day) holiday, the Friday after Thanksgiving Day shall be a City holiday.

9. Four (4) “floating” holidays, in lieu of Martin Luther King Day, February 12 (Lincoln’s Birthday), the second Monday in October (Columbus Day), and November 11 (Veterans Day), which must be taken by individual employees at a time subject to approval by the employee’s department head. These holidays must be taken prior to June 30th of each year in which it accrued. If the employee does not take the time off, it will not be accrued.

Section 2.

Effective October 3, 2011, two (2) additional floating holidays shall be provided. Use and disposition of these additional two (2) floating holidays shall be subject to the rules governing the pre-existing four (4) floating holidays. Furthermore, the usage of these additional holidays will not incur overtime to staff the vacancies.

- a) Floating holidays must be taken prior to June 30th of each year in which they are accrued. If the employee does not take the time off, it will not roll over into the next fiscal year. Floating holiday time has no cash value and shall not be cashed out upon separation.

Section 3.

When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

Section 4.

For purposes of accrual of holiday pay, each holiday shall be earned in the number of hours constituting the affected employee’s regularly assigned workday. The total holiday pay for any regular employee shall not exceed the hourly equivalent of twelve (12) working days, measured by the number of hours in an employee’s regularly scheduled workday.

ARTICLE XI. VACATION ACCRUAL

Concurrent with approval and adoption of the 2011-2013 MOU on October 3, 2011 by the City Council, the following vacation accrual schedules shall be implemented:

- a. *Current Employees* (hired before October 3, 2011)
 1. Through and including fifteen (15) completed years of City service – **13.33 hours** per month.
 2. Commencement of year sixteen (16) and through and including nineteen (19) completed years of City service = **15.33 hours** per month.

3. Commencement of year twenty (20) and through and including twenty-four (24) completed years of City service = **16.33 hours** per month.
 4. At the commencement of year twenty-five (25) years of City service, until separation = **18.33 hours** per month.
- b. *New Employees* (hired on or after October 3, 2011) shall be subject to the Vacation Accrual schedule in the Personnel Rules.
1. Month 13th through 48th = Employees accrue vacation leave at the rate of **6.67 hours** per month (not to exceed 80 hours per year.)
 2. Month 49th through 108th = Employees accrue vacation leave at the rate of **10.00 hours** per month (not to exceed 160 hours per year.)
 3. Month 109th and beyond = Employees accrue vacation leave at the rate of **13.34 hours** per month (not to exceed 160 hours per year.)

ARTICLE XII. BEREAVEMENT LEAVE

Regular and probationary full-time employees of the City shall be granted a bereavement leave of absence by reason of the death, or critical illness where death appears imminent, of the employee's father, mother, brother, sister, spouse or child. Employee shall be allowed three (3) working days with pay for each occurrence and shall not be charged against the employee's sick bank.

The Personnel Officer and/or the department head may require evidence in the form of a physician's certificate, or otherwise, of the adequacy of the reason for any employee's absence during the time for which sick leave was requested for an illness or death in the family where the employee's presence was necessary.

ARTICLE XIII. HEALTH INSURANCE

Section 1. Health Insurance Premium Contribution Caps

- a) On July 1, 2011 the City implemented health benefits premium contribution caps in the following amounts:
 1. Single employee - \$825.37 monthly.
 2. Employee plus one (1) dependent - \$1,708.04 monthly.
 1. Family coverage - \$2,484.11 monthly.
- b) Effective July 1, 2014, the maximum City-funded health insurance (medical, dental and vision) premiums shall cumulatively not exceed the following:

1. Single employee - \$844.46 monthly.
2. Employee plus one (1) dependent - \$1,747.54 monthly.
3. Family coverage - \$2,541.56 monthly.

Section 2. Adjustments to the aforementioned caps on City funded premiums shall be linked to the Consumer Price Index (CPI) as specified below.

- a) The existing insurance premium caps will be adjusted by the percentage change in the CPI (not seasonally adjusted) for the Los Angeles, Long Beach, Glendale region from March of the prior year to March of the current year.
- b) The increase will incur on July 1 of each year except for the increase to take place in fiscal year 2015, which will occur after the adoption of this MOU.
- c) Any increase to the insurance premium caps will be limited to three percent (3%).
- d) Each affected employee shall be individually responsible for funding any health insurance premium amounts in excess of the above City funded payments.

Section 3. Continuation of Benefits While Out on Leave

Employees must use a minimum of 56 hours of accrued leave per month to ensure the continuation of their health benefits – a failure to do so shall result in the suspension of health benefits, unless employee is on a protected leave. Employees that do not meet the aforementioned criteria while on a leave of absence shall be given the opportunity to remain on the City's health benefit plans, but at the employee's cost, through COBRA.

Section 4. Modifications to Health Benefits Plans

1. Effective October 1, 2014, the City and Association agree to implement modifications to the City's existing health benefits plans as follows.
 - a) Medical - Replace Anthem Blue Cross POS plan with Anthem Blue Cross Premier PPO 250/10/10.
 - b) Dental - Reduce annual out of network coverage under Delta Dental PPO plan from \$2,000 to \$1,500.
 - c) Vision - Increase VSP office visit copay from \$10 to \$20

- d) Employee Assistance Program (EAP) Eliminate mental health component from City's EAP plan.
- e) Short Term Disability Insurance - Increase maximum weekly benefit from \$959 to \$1,075. Increase benefit waiting period from seven (7) calendar days to fourteen (14) calendar days. Increase benefit duration from 90 days to 180 days.

Section 5. Health Insurance Opt Out

Effective August 11, 2014 the City will offer a health insurance opt out benefit to each full-time employee in a classification represented by this agreement. An employee can take 50% of the cost of monthly premiums forfeited by that employee for themselves and their dependents (if applicable) if they choose to take medical, dental, and/or vision elsewhere. This will be on a monthly basis, and the amount of City-funded premiums upon which the 50% payment shall be based and calculated shall be the lowest medical, dental, and/or vision plan premiums incurred by the employee in the twelve (12) consecutive months immediately preceding the date of the employee's election to withdraw from any of the health benefits (medical, dental, and/or vision). Absent an insurance premium payment in the prior twelve (12) months, the employee shall receive 50% of the least expensive health insurance plans. These provisions will continue to adhere to the policy whereby proof of insurance is required.

Employees under this agreement will have the option of choosing only one of the two types of benefit options listed above. In no way can an employee combine or otherwise enhance their own or their dependents' health benefits to receive more than what have been stated in each individual benefits option.

Section 6. Joint Health Insurance Committee

During the term of this MOU, the parties may reconvene the joint labor/management health insurance committee. The purpose of the committee shall be to explore cost saving alternatives to the present health insurance programs. Implementation of health insurance modifications shall be subject to the meet and confer process, and absent agreement of the parties to the contrary, shall not be implemented until completion of the meet and confer process for a successor MOU.

ARTICLE XIV. EDUCATION INCENTIVE

Unit members shall be entitled to a 2.5% salary differential upon being awarded an Associate of Arts degree or an Intermediate POST Certificate, and a 7.5% salary differential upon being awarded a Baccalaureate degree. Effective on and after July 1, 2007, a unit member having been awarded an Advanced POST Certificate shall receive a 7.5% salary differential. Effective on and after July 1, 2007, a unit member having been awarded a Master's Degree, shall receive a 10%

salary differential. Any employee holding both an Advanced Certificate and a Master's Degree shall only receive a 10% salary differential. The differentials described herein are not cumulative.

ARTICLE XV. TUITION REIMBURSEMENT

Unit members shall be entitled to participate in the reimbursement portion of the "Education Reimbursement and Incentive Plan." POST certified courses are not eligible for reimbursement under this plan. The tuition reimbursement program shall be administered in accordance with the City's tuition reimbursement policy. Effective July 1, 2016 the maximum amount of tuition reimbursement shall be \$2,000 per fiscal year.

ARTICLE XVI. BILINGUAL PAY

Section 1. Unit members who are certified as bilingual in the Spanish language shall receive \$100.00 per month bilingual pay. Certification shall be conducted by procedures selected by the City Manager.

First level certification shall be based on the following criteria: Able to give verbal commands, obtain descriptive information and complete booking procedures with non-English speaking suspect.

Section 2. Effective July 1, 1999, unit members who are certified as being bilingual in Spanish (as provided for in Section 1, above) and are also certified as being proficient in reading and writing of Spanish shall receive an additional \$100.00 per month bonus. Therefore, the maximum bonus that can be received per month is \$200.00 (if certified pursuant to both Sections 1 and 2.) Certification for this higher level of bilingual compensation shall be done pursuant to procedures selected by the City Manager.

Section 3. The City may require a re-certification of either or both Section 1 and 2 capabilities, every two (2) years if the program is continued.

Section 4. Any costs advanced by the City on behalf of an employee for training in Spanish must be reimbursed from monthly payments after certification.

ARTICLE XVII. SPECIAL EVENTS/CALLOUT PAY

In those instances where affected employees have concluded a work shift, have left the work site, and are then called back to the work site prior to what would have been the commencement of a scheduled shift, the affected employee shall receive a minimum of four (4) hours of compensation at the rate of 1.5 times the employee's base salary rate (either cash or compensatory time off at the election of the employee.)

This Article shall be equally applicable to a “call back” as defined above that occurs because of the employee being assigned to work a “special event,” such as a parade or other matter not within the employee’s regularly assigned schedule.

Scheduled staff meetings shall not be considered “special event” or a “call out” for the purposes of computing premium compensation if the employee is eligible for overtime. Unit employees who are required to attend a scheduled staff meeting outside of the scheduled work hours shall have said attendance considered hours worked for purposes of computing overtime eligibility.

ARTICLE XVIII. COURT TIME PAY

City agrees to pay members of Unit called to testify in court proceedings four (4) hours pay minimum per appearance and two (2) hours pay when held on standby status in the a.m. and an additional two (2) hours of pay if on standby in the p.m. Court time computations will be based upon time of arrival, to time of departure from court. Appearance and standby hours shall be compensated at 1.5 times the employee’s base salary rate (either cash or compensatory time off at the election of the employee,) but in no case shall the maximum number of daily compensable court time/court standby hours exceed eight (8). Eligibility for standby pay requires the employee to verify a mandated standby status prior to the above a.m. or p.m. period of time.

ARTICLE XIX. LONGEVITY PAY

Employees who have completed full-time service with the City of fifteen (15) years, twenty (20) years, or twenty-five (25) years shall be eligible for the following additional compensation:

- a) 15 years = \$100 per month
- b) 20 years = \$200 per month
- c) 25 years = \$250 per month

ARTICLE XX. SHOOTING RANGE TIME PAY

Mandatory range time as set forth by the Chief of Police shall be considered hours worked for overtime computation.

ARTICLE XXI. VACATION LEAVE BUY-OUT

Effective July 1, 2012, unit employees may cash out up to up to 80 hours of earned and accumulated vacation leave per year. Commencing with this 2016-2018 MOU, annual vacation cash-outs shall be allowed at the following times:

February 2017
December 2017

December 2018

For all years subsequent to December 2017, vacation leave cash-outs shall coincide with the City's sick leave cash-out program in December of each year.

ARTICLE XXII. SICK LEAVE BUY-OUT

At the discretion of the employee, all sick leave accrued beyond 720 hours can be bought out pre-separation, in cash or deposited into a deferred compensation plan at the employee's current rate of pay (calculated on an hourly basis) in December of each year, not to exceed 96 earned hours per year.

ARTICLE XXIII. FAIR LABOR STANDARDS ACT

To the extent that the City recognizes any unit member as being a non-exempt employee as regards application of the Fair Labor Standards Act and/or to the extent that the City policies and practices provide for overtime being paid to any unit member regardless of whether the unit member is exempt from the FLSA, use of paid leave time limited to holidays and vacation leave shall be considered hours worked for the computation of any overtime allowed pursuant to City rules and/or the FLSA. However, individuals holding the classified position of Captain shall be ineligible for overtime, whether pursuant to the FLSA or otherwise.

ARTICLE XXIV. PERSONNEL RULES AND REGULATIONS

Section 1. The Union and the City agree that, except as specifically provided herein, the Personnel Rules and Regulations adopted by the City of Bell Gardens on June 24, 1991 are incorporated herein by reference, and shall continue to govern; provided that any changes to such policies which may be proposed by the City are subject to meeting and conferring to the extent required by law.

Section 2. The City and the Union agree that the Drug Policy adopted by the City of Bell Gardens on June 24, 1991 is incorporated herein by reference, and shall continue to govern.

ARTICLE XXV. MAINTENANCE OF BENEFITS

Except as specifically provided for herein, the City and the Union agree that all benefits other than direct wages, as provided by ordinance or resolution, which are in existence at the commencement of this Agreement, shall not be diminished, lessened, or reduced for the duration of this Agreement.

ARTICLE XXVI. CITY RIGHTS

Section 1. The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provisions of this MOU or by law to manage the City, as such rights existed prior to the

execution of this MOU. The City may exercise its management rights unilaterally without the obligation of meet and confer on the decision to exercise such rights. However, the City shall meet and confer on the impact thereof pursuant to Section 2 of this Article. The sole and exclusive rights of Management, as they are not abridged by this MOU or by law shall include, but not be limited to, the following rights:

- (a) To manage the City generally and to determine the issue of policy;
- (b) To determine the existence or nonexistence of facts which are the basis of the Management decision;
- (c) To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services;
- (d) To determine the nature, manner, means and technology and extent of services to be provided to the public;
- (e) Methods of financing;
- (f) Types of equipment or technology to be used;
- (g) To determine and/or change the facilities, methods, technological means, and size of the work force by which the city operations are to be conducted;
- (h) To determine and change the number of locations, relocations and type of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract or subcontract any work or operation of the City;
- (i) To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
- (j) To establish and modify productivity and performance programs and standards;
- (k) To relieve employees from duties for lack of work, or funds, or similar non-disciplinary reasons;
- (l) To discharge, suspend, demote, or otherwise discipline employees for proper cause;
- (m) To determine job classification and to reclassify employees;
- (n) To hire, transfer, promote and demote employees for nondisciplinary reasons;
- (o) To determine and administer policies, procedures and standards for selection, training, and promotion of employees;
- (p) To establish employee performance standards including but not limited to, qualifications and quantity standards and to require compliance therewith;
- (q) To maintain order and efficiency in its facilities and operations;
- (r) To establish and promulgate and/or modify Rules and Regulations to maintain order and safety in the City which are not in contravention of this MOU;
- (s) To take any and all necessary actions to carry out the mission of the City in emergencies.

Section 2. Except in emergencies or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of Management's rights shall impact on employees of the Association, the City agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this MOU or in the Personnel Rules and Regulations, Safety Resolutions and Municipal Code which are incorporated herein by reference in this MOU. By agreeing to meet and confer with the Association as to the impact and exercise of any of the foregoing City rights, Management's discretion in the exercise of these rights shall not be diminished.

ARTICLE XXVII. NO STRIKE - NO LOCKOUT

Section 1. The Association, its officers, agents, representatives and/or members agree that during the term of this MOU they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action by withholding or refusing to perform services.

Section 2. The City agrees that it shall not lockout its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension termination, layoff, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this MOU or applicable ordinance or law.

Section 3. Any employee who participates in any conduct prohibited in Section 1 above may be subject to disciplinary action up to and including discharge.

Section 4. In the event that any one or more officers, agents, representatives or members of the Association engage in any of the conduct prohibited in Section 1 above, the Association shall immediately instruct any persons engaging in such conduct that they must immediately cease engaging in conduct prohibited in Section 1 above and return to work.

ARTICLE XXVIII. EMERGENCY WAIVER PROVISION

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency or similar circumstances if the City Manager or his designee so declares, any provisions of this MOU or the Personnel Rules or Resolutions of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the MOU and any personnel rules and policies.

ARTICLE XXIX. SEPARABILITY PROVISION

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect.

ARTICLE XXX. SAVINGS CLAUSE

Both parties declare that the sections, paragraphs, sentences, clauses and phrases of this Memorandum of Understanding are severable, and if any phrase, clause, sentence, paragraph or section of the Memorandum of Understanding hereby adopted shall be declared unconstitutional or otherwise invalid by the judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Memorandum of Understanding.

ARTICLE XXXI. ELIGIBILITY FOR RETROACTIVE COMPENSATION

If applicable, eligibility to receive any retroactive salary payment(s) or other retroactive compensation or benefits provided for in any section of this MOU, shall be conditioned upon the affected unit member being employed by the City on the date that the retroactive payment is distributed. Said requirement is consistent with the agreement and understanding of the parties that any and all retroactive payments provided for herein are not intended as compensation for past services rendered.

ARTICLE XXXII. WAIVER OF BARGAINING DURING TERM OF THIS MOU

Section 1. Subject to the additional reopener provisions described in this MOU, including but not limited to the Bicycle Club reopener described below, the parties mutually agree that during the first year of this contract neither party shall seek to negotiate or bargain with reference to wages, hours, or terms and conditions of employment, whether or not covered by this MOU or in the negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this MOU. Regardless of the waiver contained in this Article, the parties may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this MOU. At the end of the first year, either party may seek to reopen negotiations relating to the sick leave cash out, vacation cash out and an additional tier for newly hired employees regarding retiree health care benefits caps.

Section 2. The parties shall reopen any provision of this MOU for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU, in order to comply with state or federal laws

Section 3. This AGREEMENT, may be reopened only on issues of pay and benefits should the Bicycle Club be closed down or if the revenues to the City from the Club operations fall more than ten percent (10%) from the corresponding month in the previous year, and that such a drop (in excess of 10%) shall exist for three consecutive months.

ARTICLE XXXIII. ADMINISTRATIVE LEAVE – POLICE CAPTAIN

Effective July 1, 2004, each individual occupying the classification of Captain shall have forty (40) hours of paid administrative leave credited to what shall be designated as an “administrative leave account.” Subject to approval by the Chief of Police, each affected Captain shall be authorized to utilize said paid hours as compensation for time taken off. Any such administrative leave hours not utilized on or before June 30, 2005 and June 30 of subsequent years, shall be lost without payment to the affected Captain of a cash equivalency. In no case shall said “administrative leave” hours be convertible to cash.

Crediting of the administrative leave hours is in recognition of the extensive hours worked in excess of scheduled hours by Captains during any given fiscal year.

ARTICLE XXXIV. TOTAL COMPENSATION STUDY

For future considerations, the City shall complete a total compensation study no later than June 30, 2018. Said total compensation study shall take into consideration union input and collaboration.

ARTICLE XXXV. RATIFICATION

The parties acknowledge that this MOU shall not be in full force and effect until ratified by the Association and adopted by the City Council of the City of Bell Gardens.

For the Association

For the City

Christopher Hubner Date
BGPMA

~~Philip Wagner~~ Chris Daste Date
Acting City Manager

~~Brendan Kirkpatrick~~ Date
BGPMA



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 7.

TO:	Honorable Mayor and City Council Members
FROM:	Chris Daste, Acting City Manager
BY:	Armando Andrade, Recreation & Community Services Supervisor
SUBJECT:	BELL GARDENS COMMUNITY GARDEN UPDATE
DATE:	March 11, 2019

RECOMMENDATION:

It is staff recommendation that the City Council receive and file this report regarding the Bell Gardens Community Garden lease and waitlist process.

BACKGROUND/DISCUSSION:

The Community Garden had long been operated and supervised by the County of Los Angeles when John Anson Ford Park was their property. In July of 1994 the County of Los Angeles transferred ownership of John Anson Ford Park to the City of Bell Gardens along with its amenities, which the Community Garden was part of.

When the community garden was supervised by the County of Los Angeles, they allowed Bell Gardens residents and non-residents to lease gardens on a yearly basis. The gardens were leased by over 21% of non-residents. Over the years improvements have been done to the Community Garden, these include: two patio areas with picnic tables, a gravel road to reduce the amount of dust, and portable restrooms for the gardeners to use. In addition, the City continued to lease gardens to existing non-resident participants but did not allow new non-residents to lease a garden. Furthermore, individuals would not be allowed to lease more than one garden per household.

Every February, the process of renewing the leases for the garden is conducted throughout the month. At the end of the month we are expecting to lease all 74 plots, of which 69 will be leased to Bell Gardens residents, making it 93% of plots leased to residents. Currently, there is a waiting list of about 60 residents awaiting an opportunity for a plot. Over the past years we have averaged 5 new participants per year although this year we expect to contact approximately 10 new participants on the waiting list, therefore reducing the number to 50. Staff tries to alleviate the problem of participant compaction by contacting the user of plots that may not be utilized to find out their intentions. By actively managing the plots, staff can ascertain reasons why a plot(s) may not be used fully, e.g. personal or medical issues.

Staff realize the process to obtain a garden plot is lengthy. However, recent trends in healthy eating, and the improvement to the garden have made it more demanding. Due to the limited space available, the success, and quality of the community garden, the waiting list is unfortunately constant.

CONCLUSION:

It is staff recommendation that the City Council receive and file this update report regarding the Bell Gardens Community Garden.

FISCAL IMPACT:

No fiscal impact.

APPROVED ELECTRONICALLY BY:

Chris Dasté, Acting City Manager

Marc Tran, Interim Assistant City Attorney for Rick R. Olivarez, Interim City Attorney

Will Kaholokula, Director of Finance and Administrative Services



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 8.

TO:	Honorable Mayor and City Council Members
FROM:	Chris Daste, Acting City Manager
BY:	Marc Tran, Interim Assistant City Attorney
SUBJECT:	STUDY SESSION REGARDING RENT CONTROL
DATE:	March 11, 2019

RECOMMENDATION:

It is staff recommendation that the City Council provide the City Attorney's Office with direction regarding potential development of a rent stabilization and dispute resolution ordinance and program.

BACKGROUND/DISCUSSION:

Enabling Legislation, Purpose and Intent of a Rent Control Regulations.

The State Constitution itself confers upon all cities and counties the power to "make and enforce within [their] limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws." (Cal. Const., art. XI, § 7.) A city's police power under this provision can be applied only within its own territory and is subject to displacement by general state law but otherwise is as broad as the police power exercisable by the State Legislature itself. (*Stanislaus Co. etc. Assn. v. Stanislaus* (1937) 8 Cal. 2d 378, 383-384 [65 P.2d 1305]; *In re Maas* (1933) 219 Cal. 422, 425 [27 P.2d 373].)

The City's police power provides the authority to establish local ordinances such as zoning, building codes, health and safety, and rent control subject to findings that show said ordinances are being enacted for a specific public benefit. In the case of rent control ordinances, cities with rent control have made findings reasonably related to addressing excessive rents, addressing shortages of decent and safe housing, protecting tenants from discrimination, and maintaining the availability of existing housing that is resulting in tenant displacement while at the same time providing landlords with just and reasonable return on their properties.

Rent control ordinances are subject to compliance with the provisions of the Costa Hawkins Rental Housing Act of 1995 and the Ellis Act of 1986. A brief summary of each act is noted below:

- Costa Hawkins Rental Housing Act. The Costa-Hawkins Rental Housing Act (California Civil Code Section 1954.50-1954.535) (AB1164, Chapter 331, Statutes of 1995) ("Costa-Hawkins") was passed by the State Legislature in 1995.

Costa-Hawkins includes the following provisions: (1) housing constructed after 1995 must be exempt from local rent controls (Civil Code 1954.52(a)(1); (2) new housing that was already exempt from a local rent control law in place before February 1, 1995, must remain exempt (Civil Code 1954.52(a)(2); (3) single family homes and other units like condominiums that are separate

from the title to any other dwelling units must be exempt from local rent controls (Civil Code Section 1954.52(a)(3)(A)); and (4) rental property owners must have the ability to establish their own rental rates when dwelling units change tenancy (Civil Code Sections 1954.50, et seq.).

- Ellis Act. The Ellis Act (California Government Code § 7060-7060.7) (SB 505 Chapter, Chapter 1509, Statutes of 1986) (“Ellis Act”) was passed by the State Legislature in 1986.

The Ellis Act gives landlords the right to withdraw their property from the rental market by repurposing their property for some other use (e.g. condos, hotels, dirt lots, etc.) notwithstanding the passage of a rent control ordinance by a public entity (local government) (Government Code Section 7060 et. seq.). For example, a landlord could evict his or her tenants from a rent-controlled apartment building if he or she chooses to repurpose the property to build condos or similar “luxury” type rentals. Such conversions under the Ellis Act have become increasingly common in cities traditionally associated with rent control, such as San Francisco, Santa Monica, and Los Angeles. Landlords’ utilization of the Ellis Act in such cities has reduced the number of units available to low-income renter while increasing the housing availability for wealthier renters (<http://la.curbed.com/2015/9/18/9919760/santa-monica-ellis-act-eviction-map>). At the same time, the law expressly allows local government to impose a variety of requirements (Government Code Sections 7060.1 et seq., through 7060.7 et seq.) on rental property owners who desire to exit the rental market. Depending upon the proposed use of the property after its removal from the market (i.e., condominium conversions, owner occupancy), local governments can enact regulations, including relocation assistance to displaced tenants, specific notice periods, and deed restrictions on future use of the property.

- Aggregate Effects of the Costa-Hawkins and the Ellis Act
Taken as a whole, the Costa Hawkins and the Ellis Act severely limit the scope and efficacy of a local rent control ordinance. The former, known to some as the “Anti-Rent Control Act,” drastically reduces the number of units subject to local rent control and allows landlords to reset rents to a more lucrative market rate upon a vacancy (i.e. “vacancy decontrol”), preempting local rent restrictions. The latter essentially has incentivized landlords to take thousands of rent-controlled units off the market in favor of converting to non, rent-restricted uses.

Constitutional Requirement for Landlord Reasonable Rate Return on Investment and Due Process

For the most part, the constitutionality of rent control is settled law. However, a rent control ordinance may be subject to constitutional challenges on its face (its explicit terms) or as-applied under certain circumstances. Such an ordinance could be considered an unconstitutional government “taking” if it is so restrictive that it precludes the possibility of a landlord’s fair and reasonable return on investment. Nevertheless, case law has determined that a rent control ordinance is valid even if it reduces the value or rate of return on the landlord’s investment. A rent control ordinance’s application can also be found to be unconstitutional if it denies a landlord due process or is applied arbitrarily so as to prevent a reasonable return on investment. Many rent control ordinances contain provisions to allow for fair returns on investment under which the landlords can raise rents on an annual basis (i.e., once every 12 months) with rent increased tied to a percentage maximum increase and many times tied to the local consumer price index (inflation). Landlords can also petition for other increases for such things as capital

improvements, pass through of some utility fees (gas, electricity, water, etc.) as well as a percentage of annual rental unit registration and/or code enforcement fees. Some of these rental fee increases may be subject to review and approval of a landlord initiated petition by a rent board or commission.

Comparison of Rent Control and Rent Stabilization Ordinances.

City staff and the City Attorney reviewed various rent control and rent stabilization ordinances currently adopted in other cities throughout California. The following components were identified as being part of the majority of the rent control and rent stabilization regulations that were reviewed:

- Section governing the administration of the Maximum Allowable Rent/setting limits on how much landlord may charge and when it can be increased including Annual General Adjustments;
- Section governing the registration of rental units;
- Section governing annual registration fees;
- Section governing the allowable rents during/after vacancies (including “vacancy de-control” which allows resetting of the rent to be charged to a new tenant at the time of signing of the lease);
- Section governing the allowable increases (1 per 12 month period) and decreases in rents;
- Section governing the allowable limits on and interest for security deposits to be paid back to tenants;
- Section governing the limits on other fees charged to tenants;
- Section addressing surcharge and other pass-through fees (e.g. utilities, % of registration/code enforcement inspection fees) beyond base rent;
- Section governing the requirements for maintenance of rental properties;
- Section outlining existing housing services;
- Section setting the grounds for termination or non-renewal of tenancy (“just-cause evictions” code section)
- Section(s) establishing the actions that could be illegal attempts to get a tenant to vacate the unit (“un-voluntary evictions/tenant harassment” code section(s));
- Section establishing fees to be paid by property owner for relocation/un-voluntary relocation/eviction;
- Regulation requires annual reporting of dwelling units;
- Regulation requires a per unit fee for ongoing housing/systematic code enforcement inspections;
- Regulation requires annual registration fee (per unit-administrative fee);
- Regulation establishes a Rent Adjustment Commission/Rent Board/Rent Review Officer/Hearing Officer and outlines specific duties and regulatory oversight under rent control/rent stabilization ordinance;
- Section Outlining Administrative Penalties, Civil Remedies, Legal Actions that may be undertaken by the city for non-compliance with the rent control/rent stabilization regulations.

Of the eleven (11) cities surveyed, the cities of Los Angeles and Hayward were the only two with code enforcement inspection fees. In addition, the City of Los Angeles was the only city surveyed that had a detailed process by which code enforcement inspections were to be conducted on an ongoing basis. The code enforcement inspection fees per unit were \$43.32 per unit in the City Los Angeles and \$27.00 per unit in the City of Hayward.

All cities had varying levels of detail that outlined the level of maintenance and housing services

that needed to be kept for rental units within the various rent control or rent stabilization programs as well as varying levels of regulatory oversight and enforcement actions that could be undertaken by the city to obtain compliance with the applicable regulations.

The rental unit registration fee or administrative fee also varied widely from city to city ranging from \$10.50 per unit in Palm Springs to \$234.00 per unit in the cities of Berkeley and East Palo Alto.

Rent Control Regulatory Options.

The following section provides some possible options regarding regulatory controls for identified rental dwelling units:

1. Residential Rent Increase Dispute Resolution Regulations. This would provide renters and owners with a three-step process to resolve rent increase disputes. Seeks to discourage unreasonable rent increases and provides remedies to resolve rent increase disputes, limits rents to once per year unless otherwise agreed to by both renter and landlord, encourages 90-day minimum advance notice of rent increases, provides for well-maintained living units, discourages retaliatory evictions and other retaliatory behavior with dispute resolution services provided by outside third party.

Estimated Budgetary Impact: Part-Time Code Enforcement Officer-Housing (\$40,000) to handle complaints on case by case basis (reactive approach); City Attorney code development and code enforcement activity (\$10,000); Referrals to Third Party Contract like Housing Rights Center for Landlord-Tenant Dispute Resolution (\$10,000); Total Cost = \$60,000.

2. Implementing Limited Rent Stabilization and Just Eviction Provisions, with Dispute Resolution Regulations. Establishing provisions that limit rent increases to one increase during a twelve (12) month period with initial rents established on lease and/or similar agreements negotiated between the Landlord and Tenant. In addition, the City would establish regulations outlining permitted “just evictions” consistent with applicable state and federal regulations as well as regulations outlining “unjust evictions” and the legal repercussions for Landlords that initiate these unjust evictions. These regulations would provide renters and owners with a process to attempt to resolve rent increase disputes. Similar to the Fremont regulations, the City proposed rent stabilization requirements would seek to discourage unreasonable rent increases, provides potential remedies to resolve rent increase disputes, limits rents to once per year unless otherwise agreed to by both renter and landlord, provides a 90-day minimum advance notice of rent increases, provides for well-maintained living units, discourages retaliatory evictions and other retaliatory behavior.

The City is currently reviewing possible third party dispute resolution services such as those provided by the Housing Rights Center. In addition, the City is looking into free dispute resolution services provided through the Los Angeles County Department of Consumer Affairs (<http://dcba.lacounty.gov/wps/portal/dca/main/home/mediation/>) and potential options for Landlord /Tenant dispute mediation services provided by the Los Angeles County Bar Association as part of their Community Mediation Services (<http://www.lacba.org/give-back/civic-mediation-project/community-mediation-services>).

Estimated Budgetary Impact: City Attorney code development and code enforcement activity (\$10,000); Referrals to Third Party Contract like Housing Rights Center for Landlord-Tenant Dispute Resolution (\$0-\$10,000); Total Cost = \$10,000-\$20,000.

3. Implementation of a Rent Control Establishing Base Rent/Maximum Allowable Rent Increase and Just Cause Eviction Provisions (including a Registration Fee but No Code Enforcement Annual Inspection Fee). Similar to Cities of Berkeley, Beverly Hills, East Palo Alto, Hayward, Oakland, Palm Springs, San Francisco, San Jose, Santa Monica, and West Hollywood.

Estimated Budgetary Impact: Rent Control Coordinator/Housing Manager to oversee program, process annual registration of rent control units, and participate in the dispute resolution process (\$106,000); Full Time Code Enforcement Officer-Housing Compliance Officer to handle complaints on case by case basis and conduct annual inspections of units over a 3 to 5 year cycle for all potential rental units under rent control program (\$90,000); City Attorney code development and code enforcement activity (\$15,000); Establishing Rent Control Board/Commission and Contracting with Hearings Officer (\$10,000); Finance Clerk Time to Process Fees, including invoicing, following up with delinquencies, and participating in collection activities for non-compliant landlords (\$15,000); Total Cost = \$236,000.

There is an opportunity to recover some costs to run this program, however, cost recovery is limited to the time spent processing registration of rent control units, provision of one inspection every 3 to 5 years, and possibly a fee for dispute resolution (although you probably won't get full cost recovery as you don't want to make the fee for dispute resolution so high that it discourages renters from filing a dispute). It is estimated that these fees may only recover 10% to 20% of the total cost.

4. Rent Control Establishing Base Rent and Maximum Allowable Rent with Just Cause Eviction Provisions (Including Mandatory Registration Fee and Code Enforcement Annual Inspection Fee). Similar to City of Los Angeles.

Estimated Budgetary Impact: Rent Control Coordinator/Housing Manager oversee program process annual registration of rent control units, and participate in the dispute resolution process (\$106,000); Administrative Analyst to provide support services to coordinator regarding program administration, rent and code enforcement registry (\$80,000); Full Time Code Enforcement Officer-Housing Compliance Officer to handle complaints on case by case basis and conduct annual inspections of units over a 3 to 5 year cycle for all potential rental units under rent control program (\$90,000); City Attorney code development and code enforcement activity (\$15,000); Establishing Rent Control Board/Commission; Contracting with Hearings Officer (\$10,000); Finance Clerk Time to Process Fees, including invoicing, following up with delinquencies, and participating in collection activities for non-compliant landlords (\$15,000); Total Cost = \$316,000.

There is an opportunity to recover some costs to run this program, however, cost recovery is limited to the time spent processing registration of rent control units, provision of one inspection every 3 to 5 years, and possibly a fee for dispute resolution (although you probably won't get full cost recovery as you don't want to make the fee for dispute resolution so high that it discourages renters from filing a dispute). It is estimated that these fees may only recover 10% to 20% of the total cost.

Eviction Protection

A landlord who wants to terminate a month-to-month tenancy can do so by properly serving a written 30-day or 60-day notice on the tenant. Generally, a 30-day or 60-day notice doesn't have

to state the landlord's reason for ending the tenancy.

In some localities or circumstances, special rules may apply to 30-day or 60-day notices:

1. Some rent control cities require "just cause" for **eviction under which eviction can only be effectuated for certain, enumerated reasons**, and the landlord's notice must state the reason for termination.
2. Subsidized housing programs may limit allowable reasons for eviction, and may require that the notice state one of these reasons.
3. Some reasons for eviction are unlawful. For example, an eviction cannot be **retaliatory** or discriminatory.

With regard to "just cause" eviction procedures noted in no. 2, above, California case law enables local governments to enact rent control regulations with additional protection for tenants in controlled units by requiring that the landlord state and prove just cause for termination *Danekas v. San Francisco Rent Stabilization and Arbitration Bd.* (2001) 95 Cal.App.4th 638.

Tenancies that may otherwise be exempt from rent increase limitations under a rent stabilization ordinance can still be made subject to eviction protection through which tenants can only be evicted for specific enumerated reasons. For example, single family homes are typically exempt from rent stabilization ordinances but jurisdictions can apply "just cause" eviction procedures to single family home tenancies.

The following are examples illustrating the grounds for eviction under certain jurisdictions' just cause eviction provisions:

JURISDICTION	GROUND FOR EVICTION
City and County of San Francisco	<ul style="list-style-type: none">· Non-payment of rent or habitual late payment of rent;· Breach of a rental agreement or lease;· Owner-occupancy by a member of the landlord's immediate family;· To perform substantial rehabilitation of a building that is at least 50 years old, provided that the cost of the proposed work is at least 75% of the cost of the new construction;· To withdraw the rental units from the rental market under the Ellis Act;· Creation of a nuisance or substantial interference with the landlord or other tenants in the building; and· To demolish or permanently remove a rental unit from housing use.
City of Glendale	<ul style="list-style-type: none">· The tenant has failed to pay the rent to which the landlord is entitled;· The tenant has violated their lease or rental agreement and has failed to comply after giving lawful notice.· The tenant is committing or permitting to exist a nuisance or is causing waste to the property.

	<ul style="list-style-type: none"> · The tenant is using or permitting a rental unit to be used for any illegal purpose.
City of Oakland	<ul style="list-style-type: none"> · Tenant's failure to pay rent. · Material violation of rental agreement, including subletting, nuisance, and waste, in certain circumstances; · Refusal to execute a written extension or renewal with terms similar to those in prior agreements after a written request by the landlord; · Substantial damage by tenant; · Disorderly conduct by tenant; · Illegal conduct on the premises by tenant; · Landlord seeks to the unit as a residence; · Landlord seeks to use the unit as a residence for his or her spouse, domestic partner, child, parent, or grandparent, under certain circumstances; · Landlord withdraws the unit from the market under the Ellis Act; · Landlord seeks to make code compliance and repairs that cannot be made while the unit is occupied.
City of San Diego	<ul style="list-style-type: none"> · Nonpayment of rent by tenant. · Violation of obligation or covenant of the tenancy. · Tenant's maintenance of a nuisance in the unit or appurtenances thereof or common areas of the complex. · Tenant's allowance of the unit to be used for illegal purposes. · Tenant's refusal to renew the lease of the unit for a further term of like duration with similar provisions. · Tenant's refusal to provide reasonable access to the rental unit as described in California Civil Code Section 1954. · To allow for owner/relative/resident manager occupancy of the unit. · To make corrections of violations after having obtained all necessary permits from the City when removal of the tenant is necessary to accomplish repairs. · To withdraw all the units on the parcel of land from the rental market.
City of Berkeley	<ul style="list-style-type: none"> · Tenant's refusal to pay rent. · Continuing violation of a material term of the lease. · Tenant causes legal waste. · Tenant's refusal to sign a new lease that is substantially identical to the expired one. · Tenant's continuing disturbance of the peace.

	<ul style="list-style-type: none"> · Tenant refuses the landlord reasonable access to the unit. · The landlord needs to make repairs that cannot be made safely while the tenant is there. · The landlord has received a permit to demolish the unit. · The owner wishes to use the unit as a residence for the owner's spouse, parent, or child. · The tenant engages in unlawful activity on the premises. · The tenant refuses to vacate temporary housing offered by the landlord after repairs to the tenant's original unit are completed.
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Cities may also provide tenants in protected units with additional defenses to an unlawful detainer action that are not provided under state law. Two common defenses are: (1) proof that the unit in question was not properly registered; or (2) proof that the landlord is charging a rent that violates the rent control ordinance or is otherwise incorrect. *Fisher v. City of Berkeley* (1984) 37 Cal.App.3d 644, 699.

In addition to just cause eviction provisions and additional defenses, cities can adopt additional notice and pleading requirements for termination notices that do not conflict with state law. The most common eviction notice and pleading requirement added by rent control laws follows up on the just cause requirement: A landlord must allege in the notice to quit and the unlawful detainer complaint that the landlord has just cause to evict under one of the permissible grounds in the ordinance. Other common examples of additional notice and pleading requirements added by rent control laws include the provision of identities of witnesses and the citation of the particular section or paragraph of the lease that was allegedly violated.

Environmental Assessment.

This agenda item is not a "project" pursuant to California Environmental Quality Act (CEQA) Guidelines 15378(b)(5) because the report provides background information regarding housing topics and does not involve commitment to any specific project that may impact the environment; therefore, no environmental review is required.

CONCLUSION:

City staff recommends that the City Council commission an assessment by staff of existing multi-family dwelling units in the City of Bell Gardens and the number of business licenses currently on file for residential rentals. In addition, City staff is requesting that the council provide staff with direction on the components that should be included in a city rent control ordinance for further development by the City staff and the City Attorney. Based on council direction, City staff will determine the required discretionary review process, associated environmental assessment, and City fiscal impact to implement the council directive(s).

FISCAL IMPACT:

The preparation of a Rent Stabilization and Dispute Resolution Ordinance and Program, inclusive of City Staff and City Attorney time is roughly estimated to cost \$10,000, which will be heavily influenced by the direction from council as far as the regulatory components sought in a City rent control ordinance. However, future implementation will require further fiscal analysis based on the scope of the regulatory requirements and needed oversight.

These yet to be determined costs include: City staffing to administer the program (e.g., intake of rental unit registration fees, code enforcement fees, review of proposed rent appeals, unjust eviction claims); city code enforcement (e.g., inspections of housing units for compliance with life/safety/housing quality standards, follow up on complaints, unpermitted units, etc.); and, funding for a board, commission, and/or hearing officer, et cetera.

As noted above in the four optional rent stabilization regulations and associated programs the costs to implement these ordinances with associated programs range from \$15,000 to \$316,000.

APPROVED ELECTRONICALLY BY:

Chris Dasté, Acting City Manager

Marc Tran, Interim Assistant City Attorney for Rick R. Olivarez, Interim City Attorney

Will Kaholokula, Director of Finance and Administrative Services