

SUPPLEMENTAL FOR ITEM NO. 5E

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

AGENDA

REGULAR CITY COUNCIL MEETING

**Wednesday
September 16, 2020
6:30 p.m.**

EXECUTIVE ORDER NO. N-29-20

These meetings will be conducted pursuant to Section 3 of Executive Order No. N-29-20 issued by Governor Newsom on March 17, 2020.

Accordingly, Councilmembers will be provided with a meeting login number and conference call number; they will not be physically present at Council Chambers.

Pursuant to the Governor's order, the public may provide public comment utilizing the methods set forth below.

Note that City Hall is currently closed to the public. You will not be admitted to City Hall

MISSION STATEMENT

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

GENERAL INFORMATION

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

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

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

PUBLIC PARTICIPATION

In accordance with Executive Order No. N-29-20 and guidance from the California Department of Public Health on gatherings, remote public participation is allowed in the following ways:

Via Email

Public comment will be accepted up to 24 hours before the meeting via email to mpclerk@montereypark.ca.gov and, when feasible, read into the record during public comment. Written communications are limited to not more than 50 words.

Via Telephone

Public comment may be submitted via telephone during the meeting, before the close of public comment, by calling (888) 788-0099 or (877) 853-5247 and entering Zoom Meeting ID: 943 3669 2099 then press pound (#). When prompted to enter participation ID number press pound (#) again. If participants would like to make a public comment they will enter “*9” then the Clerk’s office will be notified, and you will be in the rotation to make a public comment. Participants are encouraged to join the meeting 15 minutes before the start of the meeting. You may speak up to 5 minutes on Agenda item. Speakers will not be allowed to combine time. The Mayor and City Council may change the amount of time allowed for speakers. As part of the virtual meeting protocols, anonymous persons will not be allowed to provide public comment.

Important Disclaimer

When a participant calls in to join the meeting, their name and/or phone number will be visible to all participants. Note that all public meetings will be recorded.

CALL TO ORDER Mayor

FLAG SALUTE Mayor

ROLL CALL Peter Chan, Hans Liang, Henry Lo, Fred Sornoso, Yvonne Yiu

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

PUBLIC COMMUNICATIONS:

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

[1.] PRESENTATION

1-A. LEGISLATIVE UPDATE FROM SENATOR SUSAN RUBIO

1-B. MPK COUNTS CENSUS 2020 – INFORMATIONAL UPDATE

1-C. CDBG POST-COVID ASSISTANCE PROGRAM – INFORMATIONAL UPDATE

1-D. BUSINESS RECOVERY PROGRAM UPDATE

[2.] OLD BUSINESS – NONE.

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

3-A. MONTHLY INVESTMENT REPORT – AUGUST 2020

It is recommended that the City Council:

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

3-B. MINUTES

It is recommended that the City Council, and the City Council acting on behalf of the Successor Agency:

- (1) Approve the minutes from the Joint Regular and Special meetings of July 1, 2020 and July 15, 2020 and the Special Meeting of July 11, 2020, July 14, 2020 and July 15, 2020
- (2) Take such additional, related, action that may be desirable.

3-C. CONSIDERATION AND POSSIBLE ACTION TO ADOPT THE 2020 CONFLICT OF INTEREST CODE FOR THE CITY OF MONTEREY PARK IN ACCORDANCE WITH THE POLITICAL REFORM ACT

It is recommended that the City Council:

- (1) Adopt the resolution amending the City's Conflict of Interest Code; and
- (2) Take such additional, related, action that may be desirable.

3-D. AUTHORIZE THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT FOR THE YWCA SAN GABRIEL VALLEY TO CONDUCT THE ELDERLY NUTRITION PROGRAM AT LANGLEY SENIOR CENTER

It is recommended that the City Council consider:

- (1) Authorizing the City Manager, or designee, to execute a license agreement, in a form approved by the City Attorney for the YWCA San Gabriel Valley to conduct the Elderly Nutrition Program at Langley Senior Center; and/or
- (2) Taking such additional, related action that may be desirable.

3-E. NOTIFICATION OF FINAL MAP REVIEW PURSUANT TO MONTEREY PARK MUNICIPAL CODE § 20.20.050 AND SUBDIVISION MAP ACT (GOVERNMENT CODE § 66448(D)) – TENTATIVE MAP NO. 78209 (772 BARNUM WAY)

It is recommended that the City Council:

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

CEQA (California Environmental Quality Act):

The City Planner found that the Project was categorically exempt from the requirements of CEQA pursuant to CEQA Guidelines §§ 15315 as a Class 15 categorical exemption (Minor Land Division).

3-F. GARVEY RESERVOIR AREAS 2, 3, & 4 DRAINAGE IMPROVEMENTS - AWARD OF CONTRACT

It is recommended that the City Council:

- (1) Authorize the City Manager to execute a public works contract, in a form approved by the City Attorney, with FS Contractors, Inc., in the amount of \$192,221 for the Garvey Reservoir Areas 2, 3, & 4 Drainage Improvements, Specification No. 2020-03;
- (2) Authorize the Director of Public Works to approve change orders and contingency up to \$28,833 (15%) of the contract amount, for a total project cost of \$221,054; and
- (3) Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant

3-G. WAIVE FURTHER READING AND ADOPT AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE §§ 6.20.020 AND 9.100.020 TO INCLUDE CANNABIS AND ITS DERIVATIVES AS PART OF THE PROHIBITION ON SMOKING IN OUTDOOR PUBLIC AREAS AND REGULATION OF TOBACCO RETAILER LICENSING

It is recommended that the City Council consider:

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

3-H. WAIVE FURTHER READING AND ADOPT AN ORDINANCE AMENDING TITLE 20 (SUBDIVISIONS) OF THE MONTEREY PARK MUNICIPAL CODE IN ITS ENTIRETY IN ACCORDANCE WITH THE SUBDIVISION MAP ACT (GOVERNMENT CODE §§ 66410, ET SEQ.)

It is recommended that the City Council consider:

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

[4.] PUBLIC HEARING

4-A. CONSIDERATION AND POSSIBLE ACTION TO INTRODUCE AND WAIVE FIRST READING OF AN ORDINANCE ADDING A NEW CHAPTER 21.50 ENTITLED “ACCESSORY DWELLING UNITS” TO THE MONTEREY PARK MUNICIPAL CODE PURSUANT TO GOVERNMENT CODE §§ 65852.2 AND 65852.22

It is recommended that the City Council:

- (1) Open the continued public hearing, take testimonial and documentary evidence and, after considering the evidence, introduce and waive first reading of the Ordinance; and/or
- (2) Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The Ordinance was revised for compliance with the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.; “CEQA Guidelines”). The Ordinance is exempt from additional environmental review pursuant to CEQA Guidelines § 15282(h) because it is an Ordinance implementing the provisions of Government Code §§ 65852.1 and 65852.2 (as set forth in Public Resources Code § 21080.17) regarding accessory dwelling units in a single-family or multifamily residential zone.

[5.] NEW BUSINESS

5-A. CONSIDERATION AND POSSIBLE ACTION REGARDING LOCAL CAMPAIGN CONTRIBUTION LIMITS

It is recommended that the City Council:

- (1) Receive and file report;
- (2) Provide direction regarding imposing campaign contribution limits and
 - a. Direct that a resolution or an ordinance imposing no limits (default contribution limit amount will be the same amount as for state elected officials) be brought for adoption; or
 - b. Direct that a resolution or an ordinance memorializing the City Council’s determination on limiting campaign contributions to a specific amount be brought for adoption; and
- (2) Take such additional, related, action that may be desirable.

5-B. CONSIDERATION AND POSSIBLE ACTION TO INTRODUCE AND WAIVE FIRST READING OF AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE (“MPMC”) CHAPTER 21.44 REGULATING DEVELOPMENT AGREEMENTS AND CODIFYING THE BUSINESS RECOVERY DEVELOPMENT AGREEMENT ZONE (“BRDZ”) INTO MPMC CHAPTER 21.45

It is recommended that the City Council:

- (1) Introduce and waive first reading of an Ordinance amending MPMC Chapter 21.44, regulating development agreements, and codifying the BRDZ at MPMC Chapter 21.45; or
- (2) Take such additional, related, action that may be desirable.

5-C. CREATING THE MONTEREY PARK HOMEOWNERS' ASSOCIATION MONITORING PROGRAM CONSIDERING AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE §§ 4.10.080 AND 21.04.475, AND CHAPTERS 21.32 AND 4.30 TO REGULATE HOMEOWNERS' ASSOCIATIONS WITHIN THE CITY (CONTINUED FROM SEPTEMBER 2ND)

It is recommended that the City Council:

- (1) Introduce and waive first reading of the draft Ordinance;
- (2) Adopt a Resolution creating the Monterey Park Homeowners' Association Program; or
- (3) Alternatively, take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The proposed actions are exempt from additional review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA regulations (14 California Code of Regulations ("CCR") §§ 15000, *et seq.*) because they establish rules and procedures to clarify existing policies and practices related to discretionary permitting; do not involve any commitment to a specific project which could result in a potentially significant physical impact on the environment; and constitute an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, these actions do not constitute a "project" that requires environmental review (see specifically 14 CCR § 15378(b)(4-5)).

5-D. CONSIDERATION AND POSSIBLE ACTION TO INTRODUCE AN OMNIBUS ORDINANCE AMENDING VARIOUS CHAPTERS AND SECTIONS OF THE MONTEREY PARK MUNICIPAL CODE AND ADOPT AN ADMINISTRATIVE CODE ESTABLISHING CITY DEPARTMENTS

It is recommended that the City Council consider:

- (1) Introducing and waiving first reading of a draft Ordinance amending and repealing various chapters and sections of the Monterey Park Municipal Code;
- (2) Adopting a Resolution approving an Administrative Code establishing City departments; or
- (3) Alternatively, taking such additional, related, action that may be desirable.

5-E. CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE THE MAYOR TO EXECUTE A THREE-YEAR EMPLOYMENT AGREEMENT WITH CITY MANAGER RON BOW IN A FORM APPROVED BY THE CITY ATTORNEY. FISCAL IMPACTS INCLUDE (1) AN APPROVED 1% INCREASE IN BASE COMPENSATION FOR A TOTAL OF \$220,180 BEGINNING JANUARY 1, 2021; (2) AN ANTICIPATED, BUT CONTINGENT, INCREASE IN COMPENSATION OF 1.5% FOR A TOTAL OF \$222,382 BEGINNING AUGUST 1, 2021; AND (3) AN ANTICIPATED, BUT CONTINGENT, INCREASE IN COMPENSATION OF 2% FOR A TOTAL OF \$226,830 BEGINNING AUGUST 1, 2022. IF THE CONTINGENCY IN NO. 2, ABOVE, IS NOT IMPLEMENTED, THEN THE TOTAL BASE SALARY COMPENSATION BEGINNING AUGUST 1, 2022 IS \$225,685. THESE BASE SALARIES ARE IN ADDITION TO VARIOUS FRINGE BENEFITS INCLUDING, WITHOUT LIMITATION, RETIREE MEDICAL BENEFITS

It is recommended that the City Council:

- (1) Authorize the Mayor to execute a contract with Mr. Ron Bow in a form approved by the City Attorney; and
- (2) Take such additional, related, action that may be desirable.

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

6-A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK FINALIZING A MEMORANDUM OF UNDERSTANDING ON PROMOTING EXCHANGES AND COOPERATION BETWEEN THE CITY OF MONTEREY PARK AND FOSHAN CITY, PEOPLE'S REPUBLIC OF CHINA - REQUESTED BY MAYOR CHAN

It is recommended that the City Council consider:

- (1) Adopting a Resolution finalizing a Memorandum of Understanding on promoting exchanges and cooperation between the City of Monterey Park and Foshan City, People's Republic of China; and
- (2) Taking such additional, related, action that may be desirable

6-B. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK FINALIZING AN AGREEMENT TO ESTABLISH FRIENDSHIP CITY RELATIONSHIP BETWEEN THE CITY OF MONTEREY PARK AND WEI COUNTY, HEBEI PROVINCE, PEOPLE'S REPUBLIC OF CHINA - REQUESTED BY MAYOR CHAN

It is recommended that the City Council consider:

- (1) Adopting a Resolution finalizing an agreement to establish Friendship City relationship between the City of Monterey Park and Wei County, Hebei Province, People's Republic of China
- (2) Taking such additional, related, action that may be desirable

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

ADJOURN

**CITY OF MONTEREY PARK
CITY MANAGER EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into on the ____ day of September 2020, by and between the CITY OF MONTEREY PARK, a municipal corporation and general law city (“CITY”) and RONALD BOW, an individual (“EMPLOYEE”). CITY and EMPLOYEE agree as follows:

1. **RECITALS.** This Agreement is entered into with the following understandings and objectives:

- A. CITY desires to employ EMPLOYEE as City Manager as provided by State law and CITY’s past practice.
- B. It is CITY’s desire to provide certain benefits, establish certain conditions of employment and set working conditions of EMPLOYEE.
- C. It is CITY’s desire to secure and retain EMPLOYEE and to provide inducement to remain in such employment; deter against malfeasance or dishonesty for personal gain on EMPLOYEE’s part; and permit a reasonable means of terminating EMPLOYEE’s services.
- D. EMPLOYEE desires to accept employment as City Manager, pursuant to the terms and conditions herein set forth.

2. **DUTIES:** EMPLOYEE is appointed as CITY’s City Manager. CITY agrees to employ EMPLOYEE to perform the functions and duties specified by statute and relevant CITY ordinances and resolutions for a City Manager, and to perform such other legally permissible and proper duties and functions as CITY may from time to time assign.

3. **TERM:**

- A. This Agreement will become retroactively effective on August 1, 2020 and, except as otherwise provided, terminate on July 31, 2023.
- B. Except as otherwise provided in this Agreement, nothing prevents, limits, or otherwise interferes with the right of the City Council to terminate the services of EMPLOYEE at any time.
- C. Nothing in this Agreement prevents, limits, or otherwise interferes with the right of EMPLOYEE to resign at any time from his position with CITY in accordance with this Agreement.
- D. Except as otherwise provided EMPLOYEE agrees to remain in the exclusive employ of CITY and not become employed by any other employer until this Agreement lapses or is terminated. Notwithstanding the

foregoing, EMPLOYEE may, with the City Council's prior approval, undertake limited outside activities for teaching, writing, or other City Council approved activity, not to exceed four hours per week, if performed outside of normal working hours and provided that such activities do not in any way interfere with or adversely affect his employment as City Manager or the performance of his duties as provided herein.

4. TERMINATION AND SEVERANCE PAY:

- A. EMPLOYEE serves at the City Council's pleasure and may be terminated at any time, with or without cause.
- B. Except as otherwise provided in this Agreement, in the event EMPLOYEE and/or this Agreement is terminated by the City Council during such time that EMPLOYEE is willing and able to perform duties of City Manager such that the termination date would occur before July 31, 2023, and EMPLOYEE delivers a fully executed copy of the Separation and Release Agreement attached as Exhibit "A," and incorporated by reference, within 30 days of termination then, in that event, CITY agrees to pay EMPLOYEE a lump sum amount equal to the lesser of (i) the amount of base pay that EMPLOYEE would have earned through July 31, 2023; or (ii) six months of EMPLOYEE's base salary.
- C. Should EMPLOYEE be terminated for cause including, without limitation, the willful breach or habitual neglect of the duties that EMPLOYEE is required to perform under the terms of this Agreement; conviction of any felony; conviction of any crime involving moral turpitude; or removal from office by the Grand Jury; then, in that event, CITY has no obligation to pay any severance designated in this Section except benefits which otherwise vested in EMPLOYEE.
- D. Upon any termination of this EMPLOYEE's employment, CITY will pay EMPLOYEE upon the effective date of such termination, an amount equal to the value of the employee's accumulated, but unpaid and unused vacation and sick time in accordance with the vacation and sick time cash out policies applicable to the executive management employees.
- E. In the event CITY, at any time during the employment term, reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than an applicable across-the-board reduction of all CITY employees, or in the event CITY refuses, following written notice, to comply with any other provision benefiting EMPLOYEE herein, or EMPLOYEE resigns following a formal written request by a majority of the City Council that he resign; then, in that event, EMPLOYEE may, at his option, be deemed "terminated" at the time of such reduction, or after the next City Council meeting after such suggestion is made, in which case, EMPLOYEE is

entitled to be paid severance pay and receive the other severance benefits described in this Section.

- F. CITY may not terminate EMPLOYEE during the 120-day period following a general or special election for City Council or following the appointment of a new Council, except for willful misconduct.
- G. In the event EMPLOYEE voluntarily resigns his position with CITY before expiration of the aforesaid term of employment, EMPLOYEE must give CITY a minimum of 30 calendar days prior written notice to the Mayor or the City Attorney. In that event, EMPLOYEE is not entitled to severance.

5. **HOURS OF WORK**: EMPLOYEE is expected to work at least 40 hours per week, including devoting necessary time outside normal office hours to the business of CITY. To that end EMPLOYEE can adjust his hours of work as may be appropriate under the circumstances.

6. **FRINGE BENEFITS**:

- A. *Separation of Benefits*. The Parties intend that EMPLOYEE's fringe benefits be separate from that of the Executive Management Team as identified in Resolution No. 11991, adopted February 21, 2018. Accordingly, while this Agreement incorporates certain sections of Resolution No. 11991 by reference, it is not linked to any amendments to Resolution No. 11991 or subsequently adopted resolutions. The sections of Resolution No. 11991 incorporated by reference will continue in effect for the term of this Agreement. Those sections are:
 - i. Section 3: Fair Labor Standards Act.
 - ii. Section 4: Medical.
 - iii. Section 5: PERS.
 - iv. Section 6: CalPERS Retirement Contribution.
 - v. Section 8: Long Term Disability.
 - vi. Section 10: Sick Leave.
 - vii. Section 12: Administrative Leave.
 - viii. Section 14: Leave Cash-Out.
 - ix. Section 15: Other benefits.

- B. *Automobile Expense Allowance.* CITY will provide EMPLOYEE with an automobile expense allowance of \$600 per month. EMPLOYEE must provide his own automobile for his use in the performance of his duties and be responsible for all maintenance, repair, fuel and insurance expenses for said vehicle. CITY must be named as an additional insured on EMPLOYEE's personal automobile insurance for liability purposes.
- C. *Dues and Subscriptions:* To the extent feasible, CITY agrees to budget and to pay the professional dues and subscriptions of EMPLOYEE necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of CITY.
- D. *Professional Development:*
- i. To the extent feasible, CITY agrees to budget and pay the travel and subsistence expenses of EMPLOYEE for professional and official travel, meetings, and occasions adequate to continued professional development of EMPLOYEE and to adequately pursue necessary official and other functions for CITY including, without limitation, the International City Managers Association Conference, the League of California Cities, and regional, state, and local governmental groups and committees thereof on which EMPLOYEE serves as a member. Such reimbursement must be according to such travel reimbursement policies as are then in effect for other CITY employees. The parties intend that this will cover one national conference and two state conferences annually.
 - ii. CITY also agrees that, to the extent feasible, and with City Council approval, it will budget and pay for the travel and subsistence expenses for EMPLOYEE for short courses in institutes and seminars that are necessary for his professional development and for the good of CITY.
- E. *Vacation.* As of August 7, 2020, EMPLOYEE is credited with 493.34 hours of vacation leave. Thereafter, he will accrue vacation leave at 200 hours per year up to a cap of 600 hours, i.e., EMPLOYEE cannot accrue vacation leave over 600 hours.
- ~~F. *Retiree Medical Benefit.* CITY agrees to provide EMPLOYEE a monthly medical benefit of \$800 per month upon EMPLOYEE's retirement. This provision will survive termination of this Agreement unless EMPLOYEE is terminated for cause or is paid a severance as anticipated above.~~

7. **SALARY:**

- A. Beginning January 1, 2021, CITY agrees to pay EMPLOYEE for his services rendered pursuant to this Agreement an annual salary of \$220,180 which is payable to EMPLOYEE in equal installments at the same time as other employees of CITY are paid. This represents a 1% increase from EMPLOYEE's salary on August 1, 2020.
- B. Contingent upon the City Council's findings regarding CITY's 2020-21 Budget (as described in this Subsection) in October 2020, on August 1, 2021 CITY will pay EMPLOYEE for his services rendered pursuant to this Agreement an annual salary of \$222,382 which is payable to EMPLOYEE in equal installments at the same time as other CITY employees are paid. This represents a 1.5% increase from EMPLOYEE's salary on January 1, 2021.
 - i. The Parties agree that this Agreement is executed during an unprecedented time in the nation's history. The COVID-19 Pandemic has significantly impacted CITY's budget forecasts and revenue projections. Both Parties agree that CITY's financial health, and its ability to deliver public services, is of utmost concern. Accordingly, the City Council will be reviewing CITY's revenues in October 2020 to determine what, if any, adjustments should be made to revenue projections and expenditures.
 - ii. To activate EMPLOYEE's salary increase anticipated in this section, the City Council must find that sales tax revenue projections will increase based upon data provided in October 2020. The Mayor is authorized to inform EMPLOYEE and the Management Services Director of that finding, in writing, to activate the 2021 increase in EMPLOYEE's salary.
- C. Except as otherwise provided, on August 1, 2022 CITY will pay EMPLOYEE for his services rendered pursuant to this Agreement an annual salary of \$226,830 which is payable to EMPLOYEE in equal installments at the same time as other CITY employees are paid. This represents a 2% increase from EMPLOYEE's salary on July 31, 2022. If the salary increase in Subsection B was not activated, then CITY will pay EMPLOYEE an annual salary of \$225,685 beginning August 1, 2022.
- D. Nothing in this Section prevents CITY's City Council from increasing or decreasing EMPLOYEE's salary to a different amount following an evaluation and written amendment to this Agreement.

8. **CHANGES:** This Agreement may be changed or amended by the mutual written consent of CITY and EMPLOYEE. Any benefits to EMPLOYEE under this Agreement

may be increased or added to by motion of the City Council without formal amendment to the Agreement.

9. **BONDING**: CITY will pay for the cost of fiduciary bonds required of EMPLOYEE as a consequence of the exercise of his duties under this Agreement.

10. **INDEMNIFICATION**:

- A. CITY must indemnify and defend EMPLOYEE from any and all claims, demands, actions, losses, or charges arising out of, related to, or as a consequence of EMPLOYEE performing his duties as City Manager. Further, CITY must pay all expenses, costs and attorney's fees arising out of or related to the same.
- B. The Parties agree that this Section will survive the termination of this Agreement and EMPLOYEE's employment. CITY's obligations under this Section apply whether EMPLOYEE is or is not employed by the CITY at the time any such claim, demand, action, loss or charge is made or occurs, as the case may be so long as the action giving rise to the claim occurred during the time EMPLOYEE was employed by CITY.

11. **CITY MANAGER DUTIES AND ETHICS CODE**: The City Council will not intervene with the execution of the City Manager's powers and duties as provided by the Monterey Park Municipal Code or other applicable law. EMPLOYEE is expected to conform to the ICMA Code of Ethics.

12. **PERFORMANCE EVALUATION**: The City Council may evaluate EMPLOYEE at any time and must provide a written evaluation of EMPLOYEE's performance on an annual basis (on or before the anniversary date of this Agreement). Such evaluations will become a part of EMPLOYEE's personnel file. For any such evaluation, EMPLOYEE or the City Council may require that CITY contract with a third-party consultant to interview individual City Councilmembers regarding EMPLOYEE's performance and prepare a report for the entire City Council to use in evaluating EMPLOYEE's performance.

13. **ASSEMBLY BILL 1344 (GOVERNMENT CODE § 53243, ET SEQ.) COMPLIANCE**: To the extent CITY provides: (i) paid leave to EMPLOYEE pending an investigation; (ii) funds for the legal criminal defense of the EMPLOYEE; and/or (iii) a cash settlement to EMPLOYEE related to the termination of the EMPLOYEE, pursuant to this AGREEMENT and Government Code § 53243, *et seq.*, EMPLOYEE must fully reimburse the City for any and all amounts paid by the City which fall within subsections (i) through (iii) in the event that the EMPLOYEE is convicted of a crime involving the abuse of his office or position.

14. **WAIVER OF BREACH**: No waiver of the breach of any of the covenants, agreements, provisions, or conditions of this Agreement by either party will be

construed to be a waiver of any succeeding breach of the same or other covenants, agreements, provisions or conditions of this Agreement. No delay or omission of CITY or EMPLOYEE in exercising any right, power, or remedy herein provided in the event of default will be construed as a waiver thereof, or acquiescence therein.

15. **ENTIRE CONTRACT**: This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument will be of no force or effect excepting a subsequent modification in writing signed by CITY and EMPLOYEE.

16. **PARTIAL INVALIDITY**: Partial invalidity of this Agreement will not affect the remainder.

17. **VENUE**: This Agreement will be interpreted in accordance with California law and venue is in Los Angeles County.

18. **BINDING EFFECT**: This Agreement is binding upon and inures to the benefit of the parties and their successors, heirs, agents and personal representatives.

19. **SEVERABILITY**: Each portion of this Agreement is separate and if any portion is found to be invalid by a court of competent jurisdiction, the remaining portions must each remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed this ____ day of September 2020.

City of Monterey Park,
a municipal corporation.

Peter Chan, Mayor

Ronald Bow

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM

Karl H. Berger, City Attorney