

LOCATION:

El Monte City Hall – East
City Council Chambers
11333 Valley Boulevard
El Monte, CA 91731



DATE AND TIME:

Monday,
March 23, 2020
6:00 p.m.

Members of the public wishing to observe the meeting may do so in one of the following ways:

- (1) Turn your TV to Channel 3;
- (2) City of El Monte's Facebook Live at <https://www.facebook.com/CityofElMonte/>;
- (3) City's website at <http://www.elmonteca.gov/378/Council-Meeting-Videos>; or
- (4) Call-in Conference (888) 204-5987; Code 8167975.

Members of the public wishing to make public comment may do so via the following ways:

- (1) Facebook Live – comments/questions can be submitted in real time;
- (2) Call-in Conference Line – comments/questions can be submitted per the instructions at the beginning of the meeting; and
- (3) Email – All interested parties can submit questions/comments in advance to the City Clerk's general email address: CityClerk@elmonteca.gov.

[Instruction regarding accommodation under the Americans with Disabilities Act can be found on the last page of this Agenda.](#)

SPECIAL MEETING AGENDA

OF THE

CITY COUNCIL OF THE CITY OF EL MONTE

MEETING JOINTLY AND REGULARLY WITH THE EL MONTE HOUSING AUTHORITY; EL MONTE PUBLIC FINANCING AUTHORITY; EL MONTE WATER AUTHORITY; EL MONTE PARKING AUTHORITY; SUCCESSOR AGENCY TO THE FORMER EL MONTE COMMUNITY REDEVELOPMENT AGENCY; HOUSING SUCCESSOR AGENCY; AND, FROM TIME TO TIME, SUCH OTHER BODIES OF THE CITY WHOSE MEMBERSHIP IS COMPOSED EXCLUSIVELY OF THE MEMBERSHIP OF THE CITY COUNCIL

COUNCILMEMBERS/AUTHORITY MEMBERS:

Andre Quintero, Mayor

♦ *Maria Morales, Mayor Pro Tem* ♦ *Jessica Ancona, Councilmember*

♦ *Victoria Martinez Muela, Councilmember* ♦ *Jerry G. Velasco, Councilmember*

Special City Council Meeting of March 23, 2020

1. CALL TO ORDER OF SPECIAL MEETING:

2. ROLL CALL FOR CITY COUNCIL AND AUTHORITY BODIES:

Andre Quintero, Mayor/Chair
Maria Morales, Mayor Pro Tem/Authority Member
Jessica Ancona, Councilmember/Authority Member
Victoria Martinez Muela, Councilmember/Authority Member
Jerry G. Velasco, Councilmember/Authority Member

3. APPROVAL OF AGENDA:

4. INVOCATION:

5. FLAG SALUTE:

6. CLOSED SESSION:

The City Council and the various Authority Bodies whose membership is composed exclusively of the membership of the City Council (collectively, the "Council") will attempt to address and complete all Closed Session business between 6:00 p.m. and 7:00 p.m. If the Council completes all Closed Session business prior to 7:00 p.m., the Council will take a short recess and commence all Open Session proceedings promptly at 7:00 p.m. In the event the City Council is unable to address or complete all agendaized Closed Session items by 7:00 p.m., the Council will hear all such remaining items toward the end of the meeting, immediately following Council Communications. Should any member of the public wish to address the Council on any *agendaized* Closed Session matter, the Council shall allow such person to address the Council on such matter prior to going into Closed Session, provided that all persons wishing to address the Council on an agendaized Closed Session matter shall fill out a speaker card and be subject to a speaker's time limit of 3 minutes per speaker and further provided that the Council shall be under no obligation to respond to or deliberate upon any specific questions or comments posed by a speaker or take action on any issue raised by a speaker beyond such action as the City Council may be lawfully authorized to take on an agendaized Closed Session matter pursuant to the Brown Act (Govt. Code Section 54950 et seq.).

- 6.1 Closed Session pursuant to Government Code Section 54956.9(d)(1) Conference with Legal Counsel--Existing Litigation regarding the following related matter: Greater SGV Safe Community Foundation v. City of El Monte, Los Angeles Superior Court Case No. 19STCP05662.**



Special City Council Meeting of March 23, 2020

7. SPECIAL MEETING PUBLIC COMMENT REGARDING AGENDIZED MATTERS ONLY:

As provided under **Government Code Section 54954.3**, this time has been set aside for persons in the audience to provide comment or make inquiries on matters appearing on this **Special Meeting agenda only**. Although no person is required to provide their name and address as a condition to attending a meeting, persons who wish to address the body are asked to state their name and address. Each speaker will be limited to three (3) continuous minutes. Speakers may not lend any portion of their speaking time to other persons or borrow additional time from other persons. All comments or queries presented by a speaker shall be addressed to the body as a whole and not to any specific member thereof. No questions shall be posed to any member of the body except through the presiding official of the meeting, members of the body are under no obligation to respond to questions posed by speakers but may provide brief clarifying responses to any comment made or questions posed. The body may not engage in any sort of prolonged discussion or deliberation with any speaker or group of speakers on matters that are not listed on this Special Meeting agenda.

Enforcement of Decorum: The Chief of Police of the City of El Monte, or such member, or members of the Police Department as the Chief of Police may designate, shall serve as the Sergeant-at-Arms of the meeting. The Sergeant-at-Arms shall carry out all orders and instructions given by the presiding official for the purpose of maintaining order and decorum at the meeting. While members of the public are free to level criticism of policies and the action(s) or proposed action(s) of the body or its members, members of the public may not engage in behavior that is disruptive to the orderly conduct of the proceedings, including, but not limited to, conduct that prevents other members of the public from being heard when it is their opportunity to speak or which prevents members of the audience from hearing or seeing the proceedings.

Members of the public may not threaten any person with physical harm or act in a manner that may reasonably be interpreted as an imminent threat of physical harm. All persons attending the meeting must adhere to policies barring harassment based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, sexual orientation or age.

8. PUBLIC HEARINGS:

8.1 A PUBLIC HEARING TO CONSIDER FOR FIRST READING AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL MONTE ENACTING A MODIFIED TEMPORARY MORATORIUM ON EVICTIONS DUE TO THE NONPAYMENT OF RENT FOR RESIDENTIAL TENANTS WHERE THE FAILURE TO PAY RENT RESULTS FROM INCOME LOSS RESULTING FROM THE NOVEL CORONAVIRUS (COVID-19)

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Open the public hearing;
2. Receive a brief overview from staff and pose questions;
3. Receive public comment;
4. Close the public comment portion of the public hearing;



Special City Council Meeting of March 23, 2020

5. Pose closing questions to staff;
6. Deliberate and then close the public hearing; and
7. Approve for First Reading by Simple Majority Vote subject to a minimum three "Yes" vote requirement.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

Ordinance No. 2972

9. REGULAR AGENDA:

- 9.1 Approval of a Side Letter #3 to the 2018-2020 MOU with the El Monte Police Officers' Association Covering the Period of January 1, 2020 through December 31, 2022**

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approve Side Letter #3 with the El Monte Police officers' Association (EMPOA), covering the period of January 1, 2020 through December 31, 2022.

Total Cost: (\$70,000)

Account No: Various

Is the cost of this item budgeted? N/A

10. CITY MANAGER'S AGENDA:

- 10.1 Discussion Regarding Emergency Action Plan.
- 10.2 Discussion Regarding Emergency Response Fund.
- 10.3 Discussion Regarding Emergency Reimbursement Tracking.
- 10.4 Discussion Regarding Small Business Support Center.
- 10.5 Virtual City Hall Presentation.



11. COUNCIL COMMUNICATIONS/REPORTS:

11A. Mayor Quintero

11A.1 Discussion regarding Safe at Home Order.

11A.2 Discussion Regarding Urgency Measures to Suspend All Utility Shut-Offs and Other Potential Economic Relief Options for Customers of the El Monte Water Company and Encourage Other Water Companies Which Provide Water Services to the El Monte Residents to Do the Same.

11A.3 Discussion Regarding Department of Public Health.

11A.4 Discussion Regarding Public Financing of Campaigns.

11A.5 Discussion Regarding Campaign Finance Limits.

11B. Mayor Pro Tem Morales

11B.1 Discussion Regarding Special Fundraising Efforts to Support our Community.

11C. Councilwoman Ancona

11D. Councilwoman Martinez Muela

11D.1 Update from the Chief of Police Regarding Best Practices during COVID-19 and the Changes due to Safer at Home.

11D.2 Discussion Regarding Financials – Mid-Year Budget.

11E. Councilman Velasco



Special City Council Meeting of March 23, 2020

12. ADJOURNMENT:

The next Regular Meeting of the City Council will be held on **April 7, 2020** at 6:00 p.m. This Agenda will be posted on the City's website, www.ci.el-monte.ca.us, and physically posted no less than 72 hours prior to the start of the subject regular meeting. Although it is the City's practice and desire to electronically post a copy of this Agenda along with supporting material as part of its website posting, the size or formatting of certain supporting materials may render their website posting infeasible. Nevertheless, all supporting materials related to any item on this Agenda, that is made available to the members of the council may be inspected by members of the public at the City Clerk's Office located at 11333 Valley Boulevard, El Monte, Monday through Thursday, 7:00 am – 5:30 pm. For more information, please call the City Clerk's Office at 626-580-2016.

To the extent that public meetings and any other authorized gatherings of the City are conducted at a physical location within the City, such meetings and gatherings shall be accessible to persons with disabilities, provided that reasonable requests for accommodation are made by contacting the City Clerk at least forty-eight (48) hours prior to the time of the meeting. With respect to meetings conducted telephonically or through other electronic means during the State, County and local emergency conditions brought on by the novel coronavirus (COVID-19), reasonable requests for accommodation may be made by calling the office of the City Clerk at least twenty-four hours prior to the meeting, if possible. The City Clerk may be contacted at (626) 580-2016. The City will use its best efforts to provide reasonable accommodation given the timing, circumstances and economic feasibility of the request, particularly in light of the current emergency conditions. This Agenda and copies of documents distributed at the meeting are available in alternative formats upon request.

Posted: March 23, 2020 at 8:00 p.m.





CITY OF EL MONTE

CITY ATTORNEY'S OFFICE
CITY COUNCIL AGENDA REPORT

CITY COUNCIL SPECIAL MEETING OF MARCH 23, 2020

March 20, 2020

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Mayor and City Council:

A PUBLIC HEARING TO CONSIDER AND APPROVE FOR FIRST READING AN ORDINANCE EXTENDING THE PREVIOUSLY APPROVED MORATORIUM ON RESIDENTIAL EVICTIONS DUE TO THE COVID-19 PANDEMIC FOR THE DURATION OF THE CITY'S DECLARED LOCATION EMERGENCY

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Open the public hearing.
2. Receive a brief overview from staff and pose questions.
3. Receive public comment.
4. Close the public comment portion of the public hearing.
5. Pose closing questions to staff.
6. Deliberate and then close the public hearing.
7. Approve for First Reading by Simple Majority Vote subject to a minimum three "Yes" vote requirement.

BACKGROUND

Given the severe and unprecedented nature of the COVID-19 pandemic outbreak federal, State and local authorities have declared emergency conditions and protocols to halt the spread of the virus. At its meeting of March 17, 2020, the City of El Monte ("City") declared a local emergency to implement measures recommended by State and federal authorities. To complement this effort, the City proposed the attached Urgency Ordinance ("Ordinance") intended to provide relief to residents at risk of eviction due to non-payment of rent caused by job layoffs or reduction in work due the economic slowdown that has accompanied the pandemic. At a Special Meeting of March 19, the City Council also adopted an Urgency Ordinance establishing a moratorium on residential evictions due to non-payment of rent during to loss of work or a reduction in work due to the COVID-19 pandemic. The moratorium was approved subject to a term of 60 days after which the moratorium will expire unless extended.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

If approved for first and second reading and following a period of 30 days after second reading, the attached Ordinance would repeal the Urgency Ordinance approved by the City Council at its meeting of March 19, 2020 and establish a modified moratorium on evictions for Affected Tenants as defined under the Ordinance, where it can be established that the nonpayment of rent is attributable to the loss of employment or reduction in employment caused by the pandemic. While the eviction moratorium under the prior ordinance terminates in 60 days, the moratorium established under this uncodified regular Ordinance would remain in effect for the duration of the City's declared local emergency approved by way of City Council Resolution No. 10099 approved March 17, 2020, subject to any extension of the declared emergency by the City Council or the earlier termination of the local emergency declaration by the City Council or by superseding order or decree of State of California. The Ordinance is modeled on action recently taken by the City of San Jose. .

FISCAL IMPACT/FINANCING

The Ordinance will require some measure of enforcement effort on the part of the City and the cost of such effort is presently unknown.

RECOMMENDATION

If it is the desire of the City Council, it is recommended that the Ordinance be approved for first reading by simple majority vote, subject to a minimum 3 "yes" vote requirement.

HONORABLE MAYOR AND CITY COUNCIL
MARCH 20, 2020
PAGE 3

Respectfully submitted,

ALMA K. MARTINEZ
City Manager

BRUCE FOLTZ
Finance Director

RICHARD PADILLA
Assistant City Attorney

Attachment 1: Urgency Ordinance.

DATE: March 23, 2020
PRESENTED TO EL MONTE CITY COUNCIL
<input type="checkbox"/> APPROVED
<input type="checkbox"/> DENIED
<input type="checkbox"/> PULLED
<input type="checkbox"/> RECEIVE AND FILE
<input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
CHIEF DEPUTY CITY CLERK

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL MONTE ENACTING A MODIFIED TEMPORARY MORATORIUM ON EVICTIONS DUE TO THE NONPAYMENT OF RENT FOR RESIDENTIAL TENANTS WHERE THE FAILURE TO PAY RENT RESULTS FROM INCOME LOSS RESULTING FROM THE NOVEL CORONAVIRUS (COVID-19)

WHEREAS, in late December 2019, several cases of unusual pneumonia began to emerge in the Hubei province of China. On January 7, 2020, a novel coronavirus now known as COVID-19 was identified as the likely source of the illness; and

WHEREAS, on January 30, 2020, the World Health Organization (“WHO”) declared COVID-19 a Public Health Emergency of International Concern. On January 31, 2020, the United States Secretary of Health and Human Services declared a Public Health Emergency; and

WHEREAS, on March 4, 2020, California Governor Gavin Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for a broader spread of COVID-19; and

WHEREAS, as of March 15, 2020, the Los Angeles Department of Public Health (the “County”) has identified 69 cases of COVID-19 in Los Angeles County, 10 of which are likely due to community transmission; 5 of which have resulted in hospitalization and one of which has resulted in death; and

WHEREAS, the COVID-19 pandemic has resulted in more businesses moving towards working from home meaning less of the workforce will be patronizing restaurants and other retail establishments that employ hourly workers, which is expected to lead to hourly cutbacks and potentially employee terminations; and

WHEREAS, this Ordinance enacts a temporary moratorium intended to promote stability and fairness within the residential rental market in the City during the COVID-19 pandemic outbreak, and to prevent avoidable homelessness thereby serving the public peace, health, safety, and public welfare and to enable tenants in the City whose income and ability to work is affected due to COVID-19 to remain in their homes; and

WHEREAS, displacement through eviction destabilizes the living situation of tenants and impacts the health of the City’s residents by uprooting children from schools, disrupting the social ties and networks that are integral to citizens' welfare and the stability of communities within the City; and

WHEREAS, displacement through eviction creates undue hardship for tenants through additional relocation costs, stress and anxiety, and the threat of homelessness due to the lack of alternative housing; and

WHEREAS, the City has sought mitigate the impact of the pandemic by various means, including the deployment of \$79,000 in Federal Emergency Shelter funds (ESG) to Volunteers of America for homelessness prevention and \$79,000 to rapid rehousing; and

WHEREAS, these measures, while laudable, may not be adequate to deal with the scale of hardship the current pandemic will bring; and

WHEREAS, during the COVID-19 pandemic outbreak, affected tenants who have lost income due to impact on the economy or their employment may be at risk of homelessness if they are evicted for non-payment as they will have little or no income and thus be unable to secure other housing if evicted; and

WHEREAS, on March 19, 2020, the El Monte City Council approved an Urgency Ordinance pursuant to Government Code Sections 36934 and 36937(b) adopting a 60-day moratorium on evictions due to nonpayment of rent where such nonpayment is attributable to loss of work or a reduction of work due to the COVID-19 pandemic;

WHEREAS, the City now anticipates that the local emergency associated COVID-19 pandemic may extend beyond the 60-day limits of the previously approved moratorium given the uncertainty surrounding efforts to halt the spread of the virus.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The recitals above are true and correct. If approved this Ordinance will repeal and replace Urgency Ordinance No. ___ approved March 19, 2020 upon the effective date of this regular ordinance.

SECTION 2. Title. This Ordinance shall be known as the “COVID-19 Eviction Moratorium Ordinance.”

SECTION 3. Purpose. The purposes of this Ordinance is to promote housing stability during the COVID-19 pandemic and to prevent avoidable homelessness. This Ordinance is necessary for the immediate preservation of the public peace, health and safety because the COVID-19 pandemic has the potential for destabilizing the residential rental market for all of the reasons described herein. This Ordinance is intended to enable tenants in the City whose employment and income have been affected by the COVID-19 pandemic to be temporarily exempt from eviction for non-payment of rent and to reduce the risk that these events will lead to anxiety, stress and potential homelessness for the affected City residents and their communities thereby serving the public peace, health, safety, and public welfare. The temporary moratorium on evictions for non-payment imposed by this Ordinance is created pursuant to the City's general police powers to protect the health, safety, and welfare of its residents and exists in addition to any rights and obligations under state and federal law.

SECTION 4. Definitions

- A. "Affected Tenant" shall mean a Tenant or Tenant Household, Mobilehome Resident, or Mobilehome Owner, who has, as a result of COVID-19 pandemic, or declaration of the Los Angeles County Department of Public Health, or other local, State or Federal Authority, suffered a substantial loss in income through their employment as a result of any of the following: 1) job loss; 2) a reduction of compensated hours of work; 3) employer's business closure; 4) missing work due to a minor child's school closure; or 5) other similarly-caused reason resulting in a loss of income due to COVID-19.
- B. "Landlord" means an owner, lessor, or sublessor who receives or is entitled to receive rent for the use and occupancy of any Rental Unit, Mobilehome or Mobilehome lot, and the agent, representative, or successor of any of the foregoing.
- C. "Mobilehome" means a structure transportable in one or more sections, designed and equipped to contain not more than one dwelling unit, to be used with or without a foundation system.
- D. "Mobilehome Park" means any area or tract of land where two or more mobilehome lots are rented or leased, or held out for rent or lease, to accommodate mobilehomes used for human habitation for permanent, as opposed to transient, occupancy.
- E. "Mobilehome Owner" means a person who owns a Mobilehome and rents or leases the Mobilehome Park lot on which the Mobilehome is located.
- F. "Mobilehome Resident" means a person who rents a mobilehome from a Mobilehome Owner.
- G. "Notice of Termination" shall mean the notice informing a Tenant Household or Mobilehome Resident of the termination of its tenancy in accordance with California Civil Code Section 1946.1 and California Code of Civil Procedure Section 1161, as amended.
- H. "Rental Unit" means a structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household, and which household pays Rent for the use and occupancy for periods in excess of seven days whether or not the residential use is a conforming use permitted under the El Monte Municipal Code.
- I. "Tenant" means a residential tenant, subtenant, lessee, sublessee, or any other person entitled by written or oral rental agreement, or by sufferance, to use or occupancy of a Rental Unit.

- J. "Tenant Household" means one or more Tenant(s) who occupy any individual Rental Unit, including each dependent of any Tenant whose primary residence is the Rental Unit.

SECTION 5. This Ordinance applies to Affected Tenants in any Rental Unit and Landlords of Affected Tenants. Only Sections 1 through 6, Subsection A.1. of Section 7 and Section 8, below, apply to Mobilehome Tenants and Mobilehome Owners who are Affected Tenants and Landlords of Mobilehomes and Mobilehome lots.

SECTION 6. Moratorium on Nonpayment and No Cause Terminations.

- A. During the term of this Ordinance, a Landlord may not terminate the tenancy of an Affected Tenant unless the Landlord can demonstrate that the Landlord served a Notice of Termination to the Affected Tenant and that the termination qualifies as a Just Cause Termination in compliance with Section 7, below.
- B. The Notice of Termination provided to Affected Tenants must contain the reason for the termination of tenancy in accordance with Section 7, below.

SECTION 7. Just Cause Termination

- A. If a Landlord can show any of the following circumstances with respect to a termination of tenancy, the termination will qualify as a "Just Cause Termination":
1. Nonpayment of Rent. After being provided with written notice of the identity and mailing address of the Landlord, notice of the Moratorium, and the amount of rent due, the Tenant:
 - i. Has failed to pay rent to which the Landlord is legally entitled pursuant to any written or oral rental agreement and under the provisions of state or local law, unless the Tenant is an Affected Tenant, as defined above, who is unable to pay rent as a result of COVID-19 pandemic, declaration of the Los Angeles County Department of Public Health, or other local, State or Federal Authority related to the COVID-19 pandemic, and has provided their Landlord with documentation or other objectively verifiable proof of the same, or has withheld rent pursuant to applicable law; and
 - ii. Said failure to pay has continued after service on the Tenant of a written notice setting forth the amount of rent then due and requiring it to be paid, within a period, specified in the notice, of not less than three (3) days.
 2. Material or Habitual Violation of the Tenancy.
 - a. The Tenant has failed to cure a violation of any material term of the rental agreement within a reasonable time after receiving written

notice from the Landlord of the alleged violation or has committed Habitual violations of the rental agreement, but only if either clause (i) or (ii) applies:

- i. The demand to cure is based on terms that are legal and have been accepted in writing by the Tenant or made part of the rental agreement; or
 - ii. The demand to cure is based on terms that were accepted by the Tenant or made part of the rental agreement after the initial creation of the tenancy, so long as the Landlord first notified the Tenant in writing that he or she need not accept such terms or agree to their being made part of the rental agreement.
 - b. The following potential violations of a tenancy can never be considered material or Habitual violations:
 - i. An obligation to surrender possession on proper notice as required by law.
 - ii. An obligation to limit occupancy when the additional Tenant(s) who join the Tenant Household are any of the following: a dependent child or foster child, a minor in the Tenant's care, the spouse, domestic partner, or parent (which terms may be further defined in the regulations adopted by the City Manager), of a Tenant; so long as the total number of adult Tenants in the unit does not exceed the greater of either the maximum number of individuals authorized in the rental agreement or two adults per bedroom, or in the case of a studio unit, two adults. The Landlord has the right to approve or disapprove a prospective additional Tenant who is not a dependent child or foster child, a minor in the Tenant's care, spouse, domestic partner, or parent of a Tenant, provided that the approval is not unreasonably withheld.
3. Substantial Damage to the Rental Unit. The Tenant, after written notice to cease and a reasonable time to cure, causes substantial damage to the Rental Unit, or common area of the structure or rental complex containing the Rental Unit beyond normal wear and tear, and refuses, after written notice, to pay the reasonable costs of repairing such damage and to cease engaging in the conduct identified in the notice to cease.
4. Refusal to Agree to a Like or New Rental Agreement. Upon expiration of a prior rental agreement the Tenant has refused to agree to a new rental agreement that contains provisions that are substantially identical to the prior rental agreement as may be further described in the regulations adopted by the City Manager, and that complies with local, state and federal laws.

5. Nuisance Behavior. The Tenant, after written notice to cease, continues to be so disorderly or to cause such a nuisance as to destroy the peace, quiet, comfort, or safety of the Landlord or other Tenants of the structure or rental complex containing the Rental Unit. Such nuisance or disorderly conduct includes violations of state and federal criminal law that destroy the peace, quiet, comfort, or safety of the Landlord or other Tenants of the structure or rental complex containing the Rental Unit, and may be further defined in the regulations adopted by the City Manager.
6. Refusing Access to the Unit. The Tenant, after written notice to cease and a reasonable time to cure, continues to refuse the Landlord reasonable access to the Rental Unit, so long as the Landlord is not abusing the right of access under California Civil Code section 1954, as amended.
7. Unapproved Holdover Subtenant. The Tenant holding over at the end of the term of the oral or written rental agreement is a subtenant who was not approved by the Landlord.
8. Substantial Rehabilitation of the Unit. The Landlord after having obtained all necessary permits from the City, seeks in good faith to undertake substantial repairs which are necessary to bring the property into compliance with applicable codes and laws affecting the health and safety of Tenants of the building, provided that:
 - a. The repairs costs not less than the product of ten (10) times the amount of the monthly rent times the number of Rental Units upon which such work is performed. For purposes of this subsection, the monthly rent for each Rental Unit shall be the average of the preceding twelve-month period; and
 - b. The repairs necessitate the relocation of the Tenant Household because the work will render the Rental Unit uninhabitable for a period of not less than thirty (30) calendar days; and
 - c. The Landlord gives advance notice to the Tenant of the ability to reoccupy the unit upon completion of the repairs at the same rent charged to the Tenant before the Tenant vacated the unit or, if requested by Tenant, the right of first refusal to any comparable vacant Rental Unit which has been offered at comparable rent owned by the Landlord; and
 - d. In the event the Landlord files a petition under the Apartment Rent Ordinance within six (6) months following the completion of the work, the Tenant shall be party to such proceeding as if he or she were still in possession, unless the Landlord shall submit with such application a written waiver by the Tenant of his or her right to reoccupy the premises pursuant to this subsection; and

- e. The Landlord shall have provided relocation assistance as may be required by the El Monte Municipal Code or applicable state law.
9. Ellis Act Removal. The Landlord seeks in good faith to recover possession of the Rental Unit to remove the building in which the Rental Unit is located permanently from the residential rental market under the Ellis Act and, having complied in full with the Ellis Act and any related ordinance of the City, including the provision of relocation assistance as may be required by the El Monte Municipal Code or applicable state law.
 10. Owner Move-In. The Owner seeks in good faith, honest intent, and without ulterior motive to recover possession for: (a) the Owner's own use and occupancy as the Owner's principal residence for a period of at least thirty-six (36) consecutive months commencing within three months of vacancy; or (b) the principal residence of the Owner's spouse, domestic partner, parent(s), child or children, brother(s), or sister(s) (each an "authorized family member") for a period of at least thirty-six (36) consecutive months and commencing within three months of vacancy, so long as the Rental Unit for the Owner's authorized family member is located in the same building as the Owner's principal residence and no other unit in the building is vacant. It shall be a rebuttable presumption that the Owner has acted in bad faith if the Owner or the Owner's qualified relative for whom the Tenant was evicted does not move into the Rental Unit within three months from the date of the Tenant's surrender of possession of the premises or occupy said unit as his/her principal residence for a period of at least thirty-six (36) consecutive months. The Owner shall have provided relocation assistance as may be required by the El Monte Municipal Code or applicable state law.
 11. Order to Vacate. The Landlord seeks in good faith to recover possession of the Rental Unit in order to comply with a court or governmental agency's order to vacate, order to comply, order to abate, or any other City enforcement action or order that necessitates the vacating of the building in which the Rental Unit is located as a result of a violation of the El Monte Municipal Code or any other provision of law, and provides a notice of the right to reoccupy. The Landlord shall have provided relocation assistance as may be required by the El Monte Municipal Code or applicable state law.
 12. Vacation of Unpermitted Unit. The Landlord seeks in good faith to recover possession of an Unpermitted Unit in order to end the unpermitted use. The Landlord shall have provided relocation assistance as may be required by the El Monte Municipal Code or applicable state law.
 13. Criminal Activity.
 - a. The Tenant Household, after receiving a written notice to cure (which notice shall include the return provisions listed in subsection d below) by removing the Violating Tenant (as defined below) from the

household, and, where necessary, amending the lease to remove the Violating Tenant's name, fails to do so within a reasonable time, by one of the following methods as further described in the regulations:

- i. Filing a restraining order or providing evidence to the Landlord of similar steps being taken to remove the Violating Tenant from the household.
 - ii. Removing the Violating Tenant from the household and providing written notice to the landlord that the Violating Tenant has been removed.
- b. For purposes of this subsection 13, a "Violating Tenant" shall mean an adult Tenant that is indicted by a grand jury or held to answer pursuant to Penal Code Section 872, as amended, for a serious felony as defined by Penal Code Section 1192.7(c), as amended, or a violent felony as defined by Penal Code Section 667.5(c), as amended, which occurred during the tenancy and within 1,000 feet of the premises on which the Rental Unit is located. The term "premises" shall mean "Lot", as defined under the El Monte Municipal Code.
- c. The past criminal history of a Tenant shall not be a factor in determining whether the Tenant is a Violating Tenant.
- d. If a Violating Tenant, as defined above, is acquitted from the charges or the charges are dismissed or reduced, he or she may return to the Rental Unit as a Tenant, so long as: 1) the Tenant Household still resides in the Rental Unit; and 2) the Tenant Household consents to the Violating Tenant's return.

B. Relocation Assistance.

1. Tenants who receive a Notice of Termination that relies on subsections A.8 or A.10 above as the just cause rationale to terminate the tenancy must receive, and the Landlord must provide relocation assistance as may be required by the El Monte Municipal Code or applicable State law. The relocation assistance must be provided to the Tenant Household concurrent with delivery of the Notice of Termination to the Tenant Household.
 - a. Relocation Assistance. An amount equal to the Base Assistance as may be required by the El Monte Municipal Code or applicable state law.
 - b. Refund of Security Deposit. Owner must refund to the Tenant Household any security deposit paid by the Tenant Household, provided, however, that the Owner may withhold any properly itemized deductions from the security deposit pursuant to California Civil Code section 1950.5, as amended.

2. Tenants who receive a Notice of Termination that relies on subsection A.9 above as the just cause rationale to terminate the tenancy must have received, and the Landlord must have provided, all applicable Relocation Assistance as may be required by the El Monte Municipal Code or applicable State law.

SECTION 8. Affirmative Defense to Eviction; Penalties and Remedies

- A. Affirmative Defense. Each Landlord that seeks to terminate a tenancy of an Affected Tenant must comply with this Ordinance. Non-compliance with any applicable component of this Ordinance shall constitute an affirmative defense for an Affected Tenant against any unlawful detainer action under California Code of Civil Procedure section 1161, as amended.

To assert this defense, an Affected Tenant shall have provided their Landlord with written documentation or other objectively verifiable information establishing that the Affected Tenant has, as a result of the novel coronavirus (COVID-19) pandemic or declaration of the Los Angeles County Department of Public Health, or other State or Federal Authority, suffered substantial loss of income caused by any of the following: 1) job loss; 2) a reduction of compensated hours of work; 3) work closure; 4) missing work due to a minor child's school closure; or 5) other similarly-caused reason resulting in a loss of income due to COVID-19. The following documents shall create a rebuttable presumption that the Affected Tenant has met the documentation requirement set forth above, however, they are not the exclusive form of documentation demonstrating impacts to income due to COVID-19:

1. Letter from employer citing COVID-19 as a reason for reduced work hours or termination;
2. Employer paycheck stubs;
3. Notification from a school declaring a school closure related to COVID-19.

- B. Civil Remedies.

1. Any Landlord that fail(s) to comply with this Ordinance may be subject to civil proceedings for displacement of Affected Tenant(s) initiated by the City or the Affected Tenant Household for actual and exemplary damages.
2. Whoever is found to have violated this Ordinance shall be subject to appropriate injunctive relief and shall be liable for damages, costs and reasonable attorneys' fees.
3. Treble damages shall be awarded for a Landlord's willful failure to comply with the obligations established under this Ordinance.

4. Nothing herein shall be deemed to interfere with the right of a Landlord to file an action against a Tenant or non-Tenant third party for the damage done to said Landlord's property. Nothing herein is intended to limit the damages recoverable by any party through a private action. Nothing in this Ordinance is intended to operate as a forgiveness or waiver rental sums owed to the Landlord.

SECTION 9. Environmental. This Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines, as it is not a "project" and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (Cal. Code Regs., tit.14, § 15378, subd. (a).) Further, this Ordinance is exempt from CEQA as there is no possibility that it or its implementation would have a significant negative effect on the environment. (Cal. Code Regs., tit.14, § 15061, subd. (b)(3).)

SECTION 10. Inconsistent Provisions. Any provision of the El Monte Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Ordinance.

SECTION 11. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 12. Construction. The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent. To the extent the provisions of the El Monte Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as it read prior to the adoption of this Ordinance, those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 13. Publication and Effective Date. This uncodified Ordinance shall take effect thirty (30) days from the date of its adoption following second reading. The City Clerk shall cause this Ordinance to be published once in a newspaper of general circulation within fifteen (15) days after its adoption. This ordinance and the moratorium established hereunder shall remain in effect for the duration of the City's declared local emergency approved by way of City Council Resolution No. 10099 approved March 17, 2020, subject to any extension of the declared emergency by the City Council or the earlier termination of the local emergency declaration by the City Council or by superseding order or decree of State of California.

PASSED, APPROVED AND ADOPTED by the City Council of the City of El Monte at a

special meeting on this ____ day of April, 2020.

André Quintero
Mayor of the City of El Monte

ATTEST:

Catherine A. Eredia
City Clerk of the City of El Monte

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF EL MONTE) SS:

I, Catherine A. Eredia, City Clerk of the City of El Monte, hereby certify that the foregoing Ordinance No. _____ was passed and adopted by the City Council of the City of El Monte, signed by the Mayor and attested by the City Clerk at a special meeting of said Council held on the 23rd day of March, 2020 and that said Ordinance was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Catherine A. Eredia
City Clerk of the City of El Monte



CITY OF EL MONTE
CITY MANAGER'S OFFICE AND
HUMAN RESOURCES / RISK MANAGEMENT DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL SPECIAL MEETING OF MARCH 23, 2020

March 18, 2020

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Honorable Mayor and City Council:

APPROVAL OF SIDE LETTER #3 TO THE 2018-2020 MOU WITH THE EL MONTE POLICE OFFICERS' ASSOCIATION, FOR THE PERIOD COVERING JANUARY 1, 2020 THROUGH DECEMBER 31, 2022

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve Side Letter #3 with the El Monte Police Officers' Association ("POA"), covering the period of January 1, 2020 through December 31, 2022.

PURPOSE/BACKGROUND

The POA recently participated in discussions with the City to explore options that would assist the Police Department in containing or reducing its overtime costs.

Those discussions resulted in a new side letter (Side Letter #3) to the 2018-2020 POA MOU.

DISCUSSION

The key terms of the new side letter involve a temporary suspension of one of the minimum staffing provisions in exchange for changes related to detective assignments and certain additional or increased premium pays as outlined below:

1. Effective immediately (and retroactively, as applicable), temporary suspension of Section 11.07(C)(1), which excludes officers assigned to special assignments from counting toward minimum staffing levels. Instead, a maximum of two (2)

officers from special assignments may be utilized in a 24-hour period for the purpose of minimum staffing levels. This will significantly reduce overtime costs. The temporary suspension expires December 31, 2020.

2. Effective December 1, 2020, amend the minimum requirement for permanent Senior Police Detective/Investigator positions to be between eight (8) and twelve (12), and establish between four (4) to eight (8) rotational Senior Police Detective/Investigator positions, for a total combined minimum of sixteen (16) Senior Police Detective/Investigator positions. All vacancies shall be filled through a competitive selection process.
3. Effective January 1, 2021, double the fixed rates for Longevity Pay.
4. Effective January 1, 2021, convert Shooting Pay from a percentage-based pay to a fixed rate of two hundred dollars (\$200) per month.
5. Effective January 1, 2021, establish On-Call Pay for Crisis Negotiator Team members at a fixed rate of two hundred dollars (\$200) per month for a minimum of seven (7) members at any given time.
6. Effective January 1, 2021, establish Education Pay as follows:
 - Associate's Degree = \$100 per month
 - Bachelor's Degree = \$200 per month
 - Master's Degree = \$300 per month
7. Effective January 1, 2022, increase Education Pay as follows:
 - Associate's Degree = \$200 per month
 - Bachelor's Degree = \$400 per month
 - Master's Degree = \$600 per month

The proposed Side Letter #3 has been reviewed and approved as to form by the City Attorney's Office.

FISCAL IMPACT

The approximate grand total estimated three-year net cost to the City of Side Letter #3 is \$1,250,000.

All new or additional costs would not begin to take effect until the middle of fiscal year 2020/2021.

The approximate total savings estimated as a result of the overtime reductions in fiscal year 2019/2020 is \$70,000.

RECOMMENDATION

City staff recommends that the City Council approve the new Side Letter #2 with the El Monte Police Officers' Association, covering the period of September 1, 2019 through December 31, 2022.

Respectfully submitted,

ALMA MARTINEZ
City Manager

JOHN NGUYEN
Acting Human Resources/Risk Management Director

Attachments: 1. POA Side Letter #3

DATE: March 23, 2020
PRESENTED TO EL MONTE CITY COUNCIL
<input type="checkbox"/> APPROVED
<input type="checkbox"/> DENIED
<input type="checkbox"/> PULLED
<input type="checkbox"/> RECEIVED AND FILE
<input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
CHIEF DEPUTY CITY CLERK

Side Letter Agreement #3
Between the City of El Monte and the El Monte Police Officers' Association

This Side Letter #3 to the current January 1, 2018 - December 31, 2020 Memorandum of Understanding (“MOU”) and Side Letters #1 and #2 between the El Monte Police Officers’ Association (“EMPOA”) and the City of El Monte (“City”), is entered into by and between the City and EMPOA. For purposes of this Side Letter #3, the capitalized term “Parties” shall be a collective reference to both the City and EMPOA, and the capitalized term “Party” shall refer to either the City or EMPOA interchangeably as appropriate.

WHEREAS, the Parties have agreed to restructure the Detective Bureau; and

WHEREAS, the Parties have agreed to temporarily authorize the Department to use certain specialty assignments to meet minimum staffing requirements to backfill dayshift patrol and that said temporary authorization shall not constitute a past practice or precedent; and

WHEREAS, the City has agreed to certain adjustments to special compensation pertaining to education pay, longevity pay, shooting pay, and special assignment pay; and

WHEREAS, the Parties have also agreed to amend certain provisions of the MOU pertaining to special assignments; and

WHEREAS, except as expressly set forth in this Side Letter #3, the Parties have agreed that all other terms and conditions of the 2018-2020 MOU and Side Letters #1 and #2 shall remain in full force and effect; and

WHEREAS, this Side Letter #3 was ratified by the El Monte City Council at its Special Meeting of March 19, 2020 as agenda item# _____.

NOW, THEREFORE, the Parties to agree as follows:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. Section 5.03(C)(5)(a) – (Permanent Assignments) of Article 5 is hereby amended in its entirety to state as follows:

The following assignments are designated by Police Management as permanent assignments:

- All Senior Police Detectives/Investigators (12)

Through attrition permanent Senior Police Detectives/Investigators will reduce from twelve (12) to eight (8). Beginning December 1, 2020, there shall be a total of sixteen (16) Senior Police Detective/Investigator positions, which shall be comprised of both permanent Senior Police Detectives/Investigators and

rotational Senior Police Detectives/Investigators. The number of permanent Senior Police Detectives/Investigators shall be between twelve (12) and (8), depending on when the positions are reduced through attrition, and at no time shall the number of permanent Senior Police Detectives/Investigators be less than eight (8). The number of rotational Senior Police Detectives/Investigators shall be the difference between the sixteen (16) Senior Police Detective/Investigator positions and the number of permanent Senior Police Detectives/Investigators.

Rotational Senior Police Detective/Investigator positions shall be for a minimum of three (3) years with the opportunity for extension at the Chief's discretion in one-year increments. Rotational Senior Police Detective/Investigators shall not be removed from their positions prior to the completion of the 3-year period or the completion of any 1-year extension except as outlined in Section 5.03(C)(5)(d).

These rotational positions shall not include other support positions (e.g. Gangs, Narcotics, Community Relations, or any other unit). Additionally, the Corporal(s) and Sergeant(s) in the Detective Bureau shall not count towards the minimum staffing of sixteen (16) Senior Police Detective/Investigator positions.

SECTION 3. Effective January 1, 2021, Section 5.04(G) (Longevity Pay) of Article 5 is hereby amended in its entirety to state as follows:

A longevity pay plan based upon service time in regular employment with the City of El Monte shall provide the following additional compensation above the eligible unit employee's base salary as follows:

<u>Employee Years of Service</u>	<u>Compensation</u>
After five (5) years (60 months)	\$150 per month
After ten (10) years (120 months)	\$200 per month
After fifteen (15) years (180 months)	\$250 per month
After twenty (20) years (240 months)	\$300 per month

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

SECTION 4. Effective January 1, 2021, Sections 5.04(P)(1) and 5.04(P)(2) (Shooting Pay) of Article 5 are hereby amended in their entirety to state as follows:

1. The City shall pay to each employee "Shooting Pay" of two hundred dollars (\$200) per month above the unit employee's base salary, provided:
 - a. The unit employee successfully qualified (duty weapon and shotgun) during each quarterly qualification period over the immediately preceding four quarters; and

- b. The unit employee had no preventable accidental firearm discharges for one year prior to the date of the monthly issuance of the shooting pay.

2. Quarterly Qualification Exceptions

A unit employee who does not shoot during a quarterly shooting qualification period will maintain his/her eligibility for Shooting Pay, provided the employee:

- a. Was on administrative leave;
- b. Assigned to a work or training location that was outside of Los Angeles County;
- c. Could not shoot due to injury;
- d. Could not shoot due to range closure; or
- e. Due to other legitimate circumstances as approved by Police Management.

SECTION 5. Effective January 1, 2021, Section 5.04(Q) (On-Call Pay: SWAT Members and Crisis Negotiation Team Members) of Article 5 is hereby amended in its entirety to state as follows:

- 1. Each member of the SWAT Team, including SWAT Medics and SWAT K9 Officers, shall be compensated two hundred dollars (\$200) each month for answering their phones while off-duty and being available to respond to call-outs. This compensation does not include compensation that the SWAT Team members are entitled to if they are ordered to report to work during their off-duty hours.
- 2. At least eighteen (18) members shall be assigned to the SWAT Team at any given time.
- 3. Each member of the Crisis Negotiator Team (CNT) shall be compensated two hundred dollars (\$200) each month for answering their phones while off-duty and being available to respond to call-outs. This compensation does not include compensation that the CNT members are entitled to if they are ordered to report to work during their off-duty hours.
- 4. At least seven (7) members shall be assigned to the CNT at any given time.

SECTION 6. Section 5.04(U) (Education Pay) of Article 5 is hereby added as follows:

- 1. Effective January 1, 2021, each unit employee who possesses an Associate's Degree from an accredited institution shall be compensated one hundred dollars (\$100) each month. Effective January 1, 2022, each unit employee who possesses an Associate's Degree from an accredited institution shall be compensated two hundred dollars (\$200) each month.
- 2. Effective January 1, 2021, each unit employee who possesses a Bachelor's

Degree from an accredited institution shall be compensated two hundred dollars (\$200) each month. Effective January 1, 2022, each unit employee who possesses a Bachelor's Degree from an accredited institution shall be compensated four hundred dollars (\$400) each month.

3. Effective January 1, 2021, each unit employee who possesses a Master's Degree or higher level degree from an accredited institution shall be compensated three hundred dollars (\$300) each month. Effective January 1, 2022, each unit employee who possesses a Master's Degree or higher level degree from an accredited institution shall be compensated six hundred dollars (\$600) each month.
4. Education pay shall not be cumulative. For example, a member with an Associate's Degree and a Bachelor's Degree is only eligible for four hundred dollars (\$400) each month not six hundred dollars (\$600) each month.
5. The parties agree that Education Pay is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(2) – Educational Pay.

SECTION 7. Section 11.07(C)(1) of Article 11 is hereby temporarily not enforced until December 31, 2020 pursuant to the following understanding and conditions:

Section 11.07(C)(1) specifically provides that officers assigned to special assignments are not to be considered as field officers for minimum staffing purposes. The Department recently had difficulty fulfilling the minimum staffing requirements due to staffing shortages. In an effort to work with the Department and to decrease overtime costs, the EMPOA agreed to authorize the Department to utilize School Resource Officers, Community Relations Officers, Special Investigations Officers, Gang Enforcement Officers, and Traffic Officers to backfill dayshift patrol for minimum staffing purposes until December 31, 2020. A maximum of two (2) officers from units outside of patrol may be used in a 24-hour period for the purpose of minimum staffing. The use of Special Investigations Officers can be problematic due to obligations in assisting other agencies. Supervisors shall coordinate with the Special Investigations supervisor prior to using Special Investigations Officers for patrol minimum staffing.

This temporary suspension of Section 11.07(C)(1) is in no way intended, and shall in no way be construed to establish a precedent or past practice of the ability of the Department to temporarily reassign special assignments as field officers in this or any other matter, now or in the future.

SECTION 8. Section 11.07(I)(1) (Detective Assignments) of Article 11 is hereby amended in its entirety to state as follows:

1. When a vacancy occurs within any of the sixteen (16) Senior Police

Detective/Investigator assignments in the detective division, it shall be offered to unit employees pursuant to a competitive selection process, which includes at a minimum, the submission of an interest memo and resume by the employee and an interview of the employee.

2. Additional Detective Positions - In the event the department adds additional Senior police Detective/Investigator positions, assignments to those positions shall be made pursuant to the competitive selection process outlined in 11.07(I)(1) above.

3. Once assigned to a permanent Senior Police Detective/Investigator assignment, a unit employee may be removed from that assignment only for disciplinary just cause or by virtue of promotion, retirement or voluntary relinquishment of the position. Once assigned to a rotational Senior Police Detective/Investigator assignment, a unit employee may be removed from that assignment prior to the completion of the three-year duration or any one-year extensions only for disciplinary just cause or by virtue of promotion, retirement or voluntary relinquishment of the position.

IN WITNESS THEREOF the Parties have caused the duly authorized representatives to execute this Agreement this ____ day of _____,2020.

By: _____
Adam Girgle, President
El Monte Police Officers' Association

By: _____
Alma Martinez
City Manager