

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

REGULAR MEETING
Monterey Park City Hall Council Chambers
320 West Newmark Avenue, Monterey Park, Ca 91754

WEDNESDAY
July 3, 2013
7:00 PM

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.

Staff reports, writings, or other materials related to an item on this Agenda, which are distributed to the City Council/Agency Board less than 72 hours before this scheduled meeting shall be available for public inspection in the City Clerk's Office located at 320 West Newmark Avenue, Monterey Park, CA 91754, during normal business hours. Such staff reports, writings, or other materials are also on the City's website subject to staff's ability to post the materials before the meeting. The City's website is located at <http://ci.monterey-park.ca.us/home/index.asp>. Copies of staff reports and/or written documents pertaining to any item on the Agenda are on file in the Office of the City Clerk and are available for public inspection during regular business hours.

PUBLIC COMMENTS ON AGENDA ITEMS

Any member of the public wishing to address the City Council regarding any item on this Agenda will need to fill out a speaker card and then please return it to the City Clerk prior to the announcement of the Agenda Item.

Speakers are afforded five (5) minutes per individual on each published agenda item. The Public will be allowed consolidation with another speaker's time not to exceed two (2) minutes for each speaker wishing to forego his or her opportunity. However in the interest of ensuring that all members of the Public have an equal opportunity to participate, a single speaker cannot speak for more than ten (10) minutes on the individual Agenda item. In the event that there are a large number of speakers on a particular agenda item, the Council may in the interest of being able to timely conduct business reduce the amount of time allotted to each speaker and/or limit the total amount time allowed for speakers to address the agenda item. At the conclusion of that period of time, the speaker will be asked to please conclude their remarks so that the next speaker may begin their comments.

In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call City Hall, (626) 307-1359. Please notify the City Clerk's Office twenty-four hours prior to the meeting so that reasonable arrangements can be made to ensure availability of audio equipment for the hearing impaired. Council Chambers are wheelchair accessible.

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

CALL TO ORDER Mayor
FLAG SALUTE The Monterey Park Fire Explorers
ROLL CALL Peter Chan, Mitchell Ing, Hans Liang, Teresa Real Sebastian, and Anthony Wong

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

CONSENT CALENDAR ORAL AND WRITTEN COMMUNICATIONS

Any individual wishing to address the Council under Oral and Written Communications needs to complete a Speaker Card provided by the City Clerk and then please return it the City Clerk prior to the City Council taking up this item.

The City Clerk will call members of the public that have submitted speaker cards. The City Clerk will call the public in the same order that the speaker cards are received except that the Clerk may group and present the speaker cards by first calling all persons in favor of an issue and all persons opposed, and finally those with neutral comments.

Items on the Consent Calendar are considered to be routine, ongoing business and will be enacted by one motion. There is no separate discussion on consent items unless a Council Member/Agency Member or citizen so requests, in which event the item is removed from the Consent Calendar and considered separately. Individuals wishing to address the City Council/Agency on any item must first complete a speaker card provided by the City Clerk and must return it to the City Clerk prior to the Council's/Agency's consideration of the Consent Calendar. The City Clerk will not accept cards after the item has been taken up. Time limit for individual comments is five minutes.

Consent Calendar – Approval By Minute Motion

SUCCESSOR AGENCY CONSENT CALENDAR ITEMS 1-2

1. SUCCESSOR AGENCY RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council (acting on behalf of the Successor Agency) approve all disbursements.

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

- (1) approve payment of warrants and adopt Resolution No. _____ of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **July 3, 2013 totaling \$80.90** and specifying the funds out of which the same are to be paid; and
- (2) take such additional, related, action that may be desirable.

2. FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH JWA URBAN CONSULTANTS

The current Professional Services Agreement with JWA Urban Consultants will end on June 30, 2013. JWA Urban Consultants was hired to monitor the housing affordability compliance regulations. The City Council adopted the Fiscal Year 2013-2014 Budget on June 19, 2013 that included funding to continue with services for the next year.

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

- (1) Authorize the City Manager to execute the First Amendment with JWA Urban Consultants, Inc., on behalf of the Successor Agency, including the assignment of the Agreement to the City, in a form approved by the City Attorney, in an amount not to exceed \$50,000; and
- (2) take such additional, related, action that may be desirable.

PRESENTATION: None.

ORAL AND WRITTEN COMMUNICATIONS

Any individual wishing to address the Council under Oral and Written Communications needs to complete a Speaker Card provided by the City Clerk and then please return it the City Clerk prior to the City Council taking up this item.

The City Clerk will call members of the public that have submitted speaker cards. The City Clerk will call the public in the same order that the speaker cards are received except that the Clerk may group and present the speaker cards by first calling all persons in favor of an issue and all persons opposed, and finally those with neutral comments.

CITY OF MONTEREY PARK CONSENT CALENDAR ITEMS 3-7

3. RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council approve all disbursements.

Recommendations: It is recommended that the City Council

- (1) Approve payment of warrants and adopt Resolution No. _____ allowing certain claims and demands per Warrant Register dated **July 3, 2013 Totaling \$836,160.76** and specifying the funds out of which the same are to be paid; and
- (2) take such additional, related, action that may be desirable.

4. 2nd READING - ORDINANCE FOR COMMISSIONS, BOARDS AND COMMITTEES-

At the June 19, 2013 regular meeting, the City Council introduced and waived first reading of an ordinance affecting the City's various commissions, boards, and committees.

Recommendations: It is recommended that the City Council:

- (1) Waive second reading and adopt Ordinance No. _____amending Monterey Park Municipal Code Chapter 2.82 in its entirety regulating general requirements for City Commissions, Boards and Committees; amending regulations affecting the Design Review Board; and repealing Monterey Park Municipal Code sections relating to certain City Commissions, Boards, and Committees; and
- (2) take such additional, related, action that may be desirable.

5. POTHOLE REPAIR TRUCK PURCHASE

The 2013 mid-year budget included \$200,000 for the purchase of a new pothole repair truck. Monterey Park Municipal Code § 3.20.050 permits joint purchasing where participating agencies can acquire goods and services at the lowest prices possible through volume discount.

Recommendations: It is recommended that the City Council

- (1) Waive bidding requirements and authorize the City Manager, or designee, to purchase and assembly of a pothole repair truck from Downtown Ford and PB Loader under a joint purchasing program; and
- (2) take such additional, related, action that may be desirable.

6. CITY HALL EXTERIOR AND PARKING STRUCTURE PAINT WORK – AWARD OF CONTRACT

The project involves the repair and painting of the exterior walls, roof panels and fixtures of the City Hall building and the abutting parking structure.

Recommendations: It is recommended that the City Council:

- (1) Award the contract for the City Hall Exterior and Parking Structure Paint Work to AJ Fistes Corporation in the amount of \$65,900.00;
- (2) Authorize the Public Works Director to approve construction change orders up to \$6,590 (up to ten percent of construction contract amount) for this project;
- (3) Authorize the City Manager, or designee, to execute the contract on behalf of the City, in a form approved by the City Attorney; and
- (4) take such additional, related, action that may be desirable.

7. RESOLUTION URGING THE GOVERNOR AND LEGISLATURE TO WORK WITH THE LEAGUE OF CALIFORNIA CITIES REGARDING WATER CONSERVATION, GROUND WATER RECHARGE AND REUSE OF STORMWATER AND URBAN RUNOFF PROGRAMS

With the new NPDES permit requirements, costs have doubled and tripled in size in past year, with additional costs anticipated in future years. Many local businesses have grown increasingly concerned about the costs of retrofitting their properties to meet stormwater and runoff requirements required under the NPDES permits and TMDL programs. The Governor and the Legislature are currently contemplating projects for a water bond and a portion of the bond could be directed to assist local government in funding and implementing the goals of the Clean Water Act and the State's water objectives of conserving and reusing stormwater in order to improve the supply and reliability of water supply.

Recommendations: It is recommended that the City Council:

- (1) Adopt Resolution No._____ calling upon the Governor and the Legislature to work with the League of California Cities in providing adequate Funding and to prioritize Water Bonds to assist local Government in Water Conservation, Ground Water Recharge and Reuse of Stormwater and Urban Runoff Programs;
- (2) Request the City Clerk to forward this action of the City Council to the League of California Cities; and
- (3) take such additional, related, action that may be desirable.

PUBLIC HEARING

None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

8. MONTEREY PARK CHAMBER OF COMMERCE LEASE EXTENSION OF EL ENCANTO

The Monterey Park Chamber of Commerce is currently leasing the facility on a month-to-month basis and has used the historic site as its office since 1995. At the February 6, 2013 Council Meeting, Council approved an agreement for a six month period to lease El Encanto for \$350 per month during which time the Chamber was required to pay past due rent, insure the building was maintained and move all heavy items from the second floor. It has complied with two of the three requests with the moving of the heavy items to be completed before July 3, 2013. The extension of the lease is for a one year period.

Recommendations: It is recommended that the City Council

- (1) Authorize the City Manager to execute a lease, in a form approved by the City Attorney, between the Monterey Park Chamber of Commerce; and
- (2) take such additional, related, action that may be desirable.

9. CASCADES NEWSPAPER - NEW PUBLISHER

The current publisher, Terrill Publications will be terminating its contract after the July/August issue. Requests for Proposals were sent out in December 2012, with the specifications revisited in May. Barron Communications has the lowest overall cost at \$50,200 for the year including postage.

Recommendations: It is recommended that the City Council

- (1) Authorize the City Manager to execute an agreement, in a form approved by the City Attorney, with Barron Communications to publish the Cascades newspaper for a term of one year
- (2) Select the number of issues to be printed; and
- (3) take such additional, related, action that may be desirable.

10. ATHENS STREET SWEEPING CONTRACT EXTENSION

The current contract expires August 2013. Staff recommends approving a four-year extension with Athens at \$18,717 a month. Athens agreed to reduce its current rate with the service being performed once every two weeks.

Recommendations: It is recommended that the City Council

- (1) Approve the four-year extension to Athens' Street Sweeping Contract at a rate of \$18,717 per month;
- (2) Authorize the City Manager to execute an amendment to the August 2008 contract in a form approved by the City Attorney; and
- (3) take such additional, related, action that may be desirable.

COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Consideration of developing a policy regarding the usage of electronic communications during Council Meetings. (Requested by Mayor Real Sebastian)

Discussion on the status of the Towne Centre Project and parking lot reverter clause, and the use of the parking lot by tour bus companies. (Requested by Council Member Ing)

Council communications and committee reports from Council Representatives of specific organizations.

CLOSED SESSION

None.

ADJOURN

CONSENT CALENDAR ORAL AND WRITTEN COMMUNICATIONS

Staff Report City of Monterey Park

July 3, 2013

To: Paul Talbot, City Manager
From: Annie Yaung, CPFO, Controller
Subject: Warrant Register for Successor Agency to the Former Community
Redevelopment Agency of July 3, 2013

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

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered 172-173 (SA).

Fiscal Impact

Disbursements from all SA funds total \$80.00

Recommendation

Adopt SA Resolutions approving payment of warrants.

By: 
Annie Yaung, CPFO
Controller

Approval: 
Paul Talbot
City Manager

RESOLUTION NO. SA-_____

A RESOLUTION OF THE
SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA)
ALLOWING CERTAIN CLAIMS AND DEMANDS
PER WARRANT REGISTER DATED 3RD DAY OF JULY 2013
TOTALING \$80.90 AND SPECIFYING THE FUNDS OUT
OF WHICH THE SAME ARE TO BE PAID

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

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

Atlantic/Garvey Projects	\$	80.90
Merged Project Projects		-
Total	<u>\$</u>	<u>80.90</u>

PASSED, APPROVED AND ADOPTED THE 3RD DAY OF JULY 2013.

Teresa Real Sebastian, Mayor
City of Monterey Park, California

ATTEST:

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

Resolution No. SA-
Page 2

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

I hereby certify that this resolution was duly adopted by the
Successor Agency to the Former Community Redevelopment Agency,
at a regular meeting held on the 3rd day of July 2013 by the following vote.

AYES:
NOES:
ABSTAIN:
ABSENT:

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

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

4

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AT&T	0860-801-1203-32050	14.84	INTERNET/PHONE SERVICE		172	14.84
NATIONAL CONSTRUCTION RENTALS	0860-801-1203-31100	66.06-	VOID CHECK		164	66.06-
	0860-801-1203-31100	66.06	FENCE RENTAL 540 W.GARVEY		173	66.06
OFFICE SOLUTIONS	0860-801-1203-21350	296.48-	VOID CHECK		165	
	0870-801-1203-21350	296.48-	VOID CHECK		165	592.96-
	0860-801-1203-21350	296.48	OFFICE SUPPLIES		174	
	0870-801-1203-21350	296.48	OFFICE SUPPLIES		174	592.96
TOTAL FOR PREPAID WARRANTS						14.84

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

5

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
NATIONAL CONSTRUCTION RENTALS	0860-801-1203-31100	66.06	FENCE RENTAL 540 W.GARVEY		175	66.06
TOTAL FOR PRINTED WARRANTS						66.06

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

6

TOTAL FOR PREPAID WARRANTS	14.84
TOTAL FOR PRINTED WARRANTS	66.06
TOTAL WARRANTS	80.90
TOTAL VOID CHECKS	2
TOTAL PREPAID CHECKS	3
TOTAL CHECKS PRINTED	1
TOTAL CHECKS ISSUED	4

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013
FUND SUMMARY

7

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0860	ATLANTIC/GARVEY CAP PROJECTS	14.84	66.06	80.90
0870	MERGED CAPITAL PROJECTS	0.00	0.00	0.00
	TOTAL	14.84	66.06	80.90

Staff Report City of Monterey Park

Consent Calendar
Agenda Item 2 (SA)

DATE: July 3, 2013

TO: The Honorable Mayor and City Council

FROM: Paul L. Talbot, City Manager

SUBJECT: **CONSENT ITEM: AUTHORIZE THE CITY MANAGER ON BEHALF OF THE SUCCESSOR AGENCY TO EXECUTE A FIRST AMENDMENT TO A CONTRACT WITH JWA URBAN CONSULTANTS TO ASSIST THE HOUSING SUCCESSOR AGENCY AND CITY WITH MONITORING THE HOUSING AFFORDABILITY COMPLIANCE REGULATIONS**

SUMMARY:

- On October 17, 2012, the City Council on behalf of the Successor Agency for the former Redevelopment Agency authorized the City Manager to execute a contract on behalf of the Successor Agency with JWA Urban Consultants to assist the Housing Successor Agency with monitoring the housing affordability compliance regulations
- On June 19, 2013, the City Council adopted the Budget for Fiscal Year 2013-14, which included funding for the operations and monitoring of the housing affordability compliance regulations for Fiscal Year 2013-2014
- The approved funding is for monitoring the existing affordable housing compliance obligations for the housing projects that were retained by the City as a result of the dissolution of the Redevelopment Agency.
- The monitoring responsibility for the housing projects is now a function of the Community Development Department and the funds would be shared between the Department's part-time Senior Clerk Typist and JWA to monitor the housing projects.

DISCUSSION:

- Since October 17, 2012, JWA Consulting Services has been under contract with the City to assist the Housing Successor Agency and City with the monitoring and compliance requirements for the four housing projects addressed 321-371 East Pomona Avenue and a fifth project addressed 534 Chandler Avenue.
- Activities have also included assisting in monitoring affordability covenants, preparing affordability covenants, processing occasional loan payoffs, and processing requests for refinancing of mortgages to obtain lower mortgage interest rates for owners of affordable housing.
- The Professional Services Agreement between the Successor Agency and JWA Urban Consultants, Inc. covered tasks outlined in the scope of services for the Housing Successor Agency effective July 1, 2012 and ending June 30, 2013 for an amount not to exceed \$66,000.

- The apartments at 534 Chandler Avenue have been rehabilitated, and only minor paper work remains to be completed. Four apartments remain to be leased to affordable households at this location.
- The First Amendment should include the assignment of the Agreement to the City.
- Now that the City's Fiscal Year 2013-14 Budget has been adopted, it is appropriate to amend the contract to continue the professional services. The Fiscal Year 2013-14 proposed scope of services is attached and is intended to be added to the proposed amended contract as Attachment #2.

FISCAL IMPACT:

The contract services will be funded with approved Recognized Obligation Payment funds in the amount of \$50,000.

RECOMMENDATION:

Authorize the City Manager to execute the First Amendment to the agreement on behalf of the Successor Agency, including the assignment of the Agreement to the City, in a form approved by the City Attorney, with JWA Urban Consultants, Inc., in the amount not to exceed \$50,000 to complete the tasks outlined in the scope of services for the Housing Successor Agency and City effective July 1, 2013 and ending June 30, 2014.

Attachment: Attachment #2: Scope of Work for Successor Agency and Housing Management Services

Attachment #2
Scope of Work for Housing Management Services
Commencing July 1, 2013

Consultant agrees to provide the necessary and appropriate level of service in order to effectively and efficiently manage the real estate holdings listed below and as may be modified later. The list of services identified below is not exhaustive and are listed to provide a sense of the nature of work involved.

Affordable Housing Assets As Of July 1, 2013:

- 534 N. Chandler Avenue (9 apartments)
- 321, 325, 341, 371 E. Pomona Boulevard (16 apartments)
- Additional real estate properties as assigned by the City

Services:

- Rehabilitation has been completed for the Chandler Property, located at 534 N. Chandler Ave. Maintenance and rental activities continue as a needed activity.
- Complete the rehabilitation of specific units for the purpose of re-renting at 321, 325, 341 and 371 E. Pomona. Four apartments need rehabilitation at an approximate cost of \$25,000 and continued maintenance is required for all 16 apartments. Rental activities continue as a needed activity.
- Assist in the financing and development of additional affordable housing units.
- Provide renter intake and eligibility determination, such as, but not limited to, low-and moderate-income eligibility, family size, credit history, etc. for City review and approval.
- Provide marketing of rental properties and showing of properties to prospective tenants.
- Screen new applicants or tenants, verifying eligibility and executing lease agreements.
- Provide property management and monitoring services of all affordable housing units.
- Coordinate the on-going maintenance and repair of the affordable units.
- Prepare work orders and mail to contractors and handymen. A handyman will be utilized for all repairs below \$2,500. Any repairs above that threshold will be completed through the city's procurement process. Once work is completed, inspect to ensure work is completed satisfactorily and according to the work order.
- Collect and distribute the program income from each affordable housing unit and assign to the appropriate SA and HUD account for on-going maintenance of the properties.
- Provide annual tenant income and eligibility compliance determination for all affordable housing units.
- Maintain files for each affordable dwelling unit, including a detailed record of all payments made by tenants, repairs completed and services rendered.
- Conduct annual on-site monitoring to ensure all units meet Housing Quality Standards and comply with all HUD regulations.

ORAL AND WRITTEN COMMUNICATIONS

Staff Report *City of Monterey Park*

July 3, 2013

To: Paul Talbot, City Manager
From: Annie Young, CPFO, Controller
Subject: Warrant Register for the City of Monterey Park of July 3, 2013

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

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered 293553-293819.

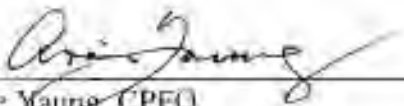
Fiscal Impact

Disbursements from all funds total \$836,160.76

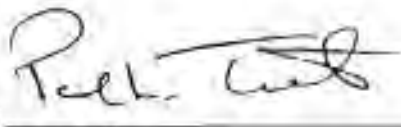
Recommendation

Adopt City Resolutions approving payment of warrants.

By:


Annie Young, CPFO
Controller

Approval:


Paul Talbot
City Manager

RESOLUTION NO.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS
PER WARRANT REGISTER DATED 3RD DAY OF JULY 2013
TOTALING \$836,160.76 AND SPECIFYING THE FUNDS OUT
OF WHICH THE SAME ARE TO BE PAID

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

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

General Fund	\$ 157,397.33
State Gas Tax Fund	27,000.62
Bike Route Fund	17,999.75
Sewer Fund	13,050.00
Refuse Fund	101.92
City Shop Fund	86,555.73
General Liability Fund	50,798.82
Technology Internal Service Fund	11,732.48
Payroll Clearing Account	16,653.06
Public Safety Impact Fee	10,258.08
Special Deposits Fund	31,017.64
Business Improvement Area #1	4,725.00
Workers Comp. Fund	6,666.63
Water Fund	60,303.78
Water Treatment Fund	36,116.75
OPA Proposition A	59,364.60
Measure R Fund	77,515.15
Library Tax Fund	26.16
POST	1,006.76
El Civic Education Grant	730.96
Home Housing Program	45,541.33
Recreation Fund	14,531.15
Asset Forfeiture	3,542.50
Cal Library Literacy Svc Grant	350.65
Prop C	1,000.00
CDBG Fund	7,338.67
Maintenance District 93-1	5,058.97
SAFETEA-LU Grant	41,024.09
Recreation Grant (075)	7,880.70
Maintenance Grant (075)	1,300.00
ELAC Contributions	10,256.02
ELAC Instructional Serv Prog	11,521.35
EEC Block Grant	6,863.34
Assistance to Firefighter-City	8,740.88
Sustainable Comm Planning	2,088.00
City/Housing Successor Agency	101.89
TOTAL	\$ 836,160.76

PASSED, APPROVED AND ADOPTED THE 3RD DAY OF JULY 2013.

Teresa Real Sebastian, Mayor
City of Monterey Park, California

ATTEST

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

RESOLUTION NO.

Page 2

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

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Monterey Park at a regular meeting held on the 3rd day of July 2013 by the following vote of the Council:

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

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

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

4

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ANTHEM BLUE CROSS	0065-459	7,493.64	7-8/13 MEDICAL INSURANCE		293553	7,493.64
AT&T	0010-801-1404-32050	4,052.14	INTERNET/PHONE SERVICE		293554	4,052.14
	0010-801-6502-32050	139.62	INTERNET/PHONE SERVICE		293587	
	0010-801-3201-32050	939.10	INTERNET/PHONE SERVICE		293587	
	0010-801-1301-32050	14.70	INTERNET/PHONE SERVICE		293587	
	0010-801-1801-32050	14.78	INTERNET/PHONE SERVICE		293587	
	0010-801-4209-32050	245.90	INTERNET/PHONE SERVICE		293587	
	0010-801-6517-32050	49.93	INTERNET/PHONE SERVICE		293587	
	0022-801-4206-32050	297.50	INTERNET/PHONE SERVICE		293587	
	0109-801-6511-32050	66.80	INTERNET/PHONE SERVICE		293587	
	0092-801-4220-32050	198.96	INTERNET/PHONE SERVICE		293587	
	0092-801-4222-32050	657.26	INTERNET/PHONE SERVICE		293587	2,624.55
CALIFORNIA DEPT OF PUBLIC HEALTH	0092-801-4222-41100	212.98	WATER-SYSTEM FEES		293555	
	0093-801-4226-41100	393.70	WATER-SYSTEM FEES		293555	
	0093-801-4227-41100	1,043.23	WATER-SYSTEM FEES		293555	
	0093-801-4229-41100	1,399.80	WATER-SYSTEM FEES		293555	
	0093-801-4230-41100	1,043.23	WATER-SYSTEM FEES		293555	
	0093-801-4231-41100	1,788.16	WATER-SYSTEM FEES		293555	
	0093-801-4232-41100	393.70	WATER-SYSTEM FEES		293555	6,274.80
CECILIA MAK	0075-450-0075-08960	100.00	CRYSTAL YOUTH AWARD (TRUST)		293576	100.00
CHARTER COMMUNICATIONS	0010-801-1404-32050	74.04	INTERNET/CABLE SERVICE		293588	
	0010-801-3112-32050	31.36	INTERNET/CABLE SERVICE		293588	
	0043-801-1404-32050	54.55	INTERNET/CABLE SERVICE		293588	
	0092-801-1404-32050	66.24	INTERNET/CABLE SERVICE		293588	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

5

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CHARTER COMMUNICATIONS	0092-801-4220-32050	21.34	INTERNET/CABLE SERVICE		293588	247.53
CHEVRON INC	0060-801-4211-22250	2,384.80	5/13-FUEL SERVICE		293556	2,384.80
COUNTY OF LOS ANGELES	0075-450-0075-08400	40.00	SENIOR PET LICENSING (TRUST)		293557	40.00
D & R OFFICE WORKS INC	0349-801-3201-39400	1,804.88	FIRE EOC BOARDS		293589	1,804.88
DHI CONSTRUCTION INC	0152-850-2206-44000	33,792.00	REHAB CHANDLER PHASE 1	69416	293558	33,792.00
	0152-801-5004-99008	8,468.00	REHAB CHANDLER PHASE 1	70199	293590	8,468.00
DIAMONDBACK FIRE & RESCUE, INC	0431-801-5004-99720	2,123.25	FIRE EQUIPMENT	70622	293591	7,314.50
	0431-801-5004-99720	5,191.25	FIRE EQUIPMENT	70622	293591	
E C CONSTRUCTION CO.	0023-801-5001-89340	17,999.75	COLLEGIAN AVE. SIDEWALK	70407	293592	92,234.73
	0110-801-5001-89340	68,431.85	COLLEGIAN AVE. SIDEWALK	70407	293592	
	0110-801-5003-89340	5,803.13	COLLEGIAN AVE. SIDEWALK	70407	293592	
	0346-801-5003-91750	10,256.02	ELAC TRANSIT CENTER	70388	293593	51,280.11
	0342-801-5003-91750	41,024.09	ELAC TRANSIT CENTER	70335	293593	
ERIC HO	0075-450-0075-08960	100.00	CRYSTAL YOUTH AWARD (TRUST)		293577	100.00
MELISSA HUANG	0075-450-0075-08960	100.00	CRYSTAL YOUTH AWARD (TRUST)		293578	100.00
INTER VALLEY POOL SUPPLY	0010-801-6502-38250	691.61	POOL CHEMICAL		293594	
	0010-801-6502-38250	307.38	POOL CHEMICAL		293594	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

6

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
INTER VALLEY POOL SUPPLY	0010-801-6502-38250	657.79	POOL CHEMICAL		293594	
	0010-801-6502-38250	728.41	POOL CHEMICAL		293594	
	0010-801-6502-38250	340.63	POOL CHEMICAL		293594	
	0010-801-6502-38250	483.31	POOL CHEMICAL		293594	
	0010-801-6502-38250	706.97	POOL CHEMICAL		293594	
						3,916.10
JOHNSON EQUIPMENT COMPANY	0010-801-5002-88560	4,989.60	FIRE GATOR INSTALLATION	70643	293559	
						4,989.60
JWA URBAN CONSULTANTS INC	0169-801-2201-31850	3,111.50	CONSULTING SERVICES	70500	293595	
	0152-801-2206-31850	1,802.50	CONSULTING SERVICES	70500	293595	
	0169-801-2201-31850	1,285.75	CONSULTING SERVICES	70500	293595	
	0152-801-2206-31850	34.50	CONSULTING SERVICES	70500	293595	
	0152-801-2206-31850	1,416.25	CONSULTING SERVICES		293595	
						7,650.50
KRONOS INCORPORATED	0071-801-3210-24150	4,027.37	FIRE TELESTAFF SUPPORT	70645	293560	
						4,027.37
L N CURTIS & SONS	0431-801-5004-99720	1,426.38	FIRE EQUIPMENT	70623	293561	
	0010-801-3210-38400	21.98	FIRE EQUIPMENT		293561	
						1,448.36
GLORIA YVONNE LEGASPI	0075-450-0075-08960	100.00	CRYSTAL YOUTH AWARD (TRUST)		293579	
						100.00
REANNA B. LIAW	0075-450-0075-08960	100.00	CRYSTAL YOUTH AWARD (TRUST)		293580	
						100.00
ANGELA SHIH LIN	0075-450-0075-08960	100.00	CRYSTAL YOUTH AWARD (TRUST)		293581	
						100.00
MATTHEW RYAN LOUIE	0075-450-0075-08960	100.00	CRYSTAL YOUTH AWARD (TRUST)		293582	
						100.00
EILEEN LU	0075-450-0075-08960	100.00	CRYSTAL YOUTH AWARD (TRUST)		293583	
						100.00

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

7

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P. O.	CHECK #	TOTAL
M F HUSEBY CO INC	0010-801-3210-38400	667.95	FIRE HOSE CABINET		293562	667.95
RUDY A. MACIAS	0075-450-0075-08600	650.00	4TH OF JULY PERFORMER (TRUST)		293563	650.00
ADAM MALOUF	0075-450-0075-08761	173.34	FIRE RESERVE SUPPLIES (TRUST)		293596	173.34
MONTEREY PARK PETTY CASH	0349-801-3201-39400	19.58	PETTY CASH-SUPPLIES		293564	279.82
	0010-801-3210-22750	58.80	PETTY CASH-REFRESHMENTS		293564	
	0349-801-3201-39400	29.39	PETTY CASH-OFFICE SUPPLIES		293564	
	0010-801-3210-38400	34.02	PETTY CASH-HARDWARE		293564	
	0010-801-3210-22750	93.24	PETTY CASH-REFRESHMENTS		293564	
	0075-450-0075-08895	44.79	PETTY CASH-REFRESHMENTS (TRUST)		293564	
	0010-801-3210-38400	66.15	PETTY CASH-SUPPLIES		293597	
	0010-801-6508-22670	52.25	PETTY CASH-SUPPLIES		293597	
	0010-801-6508-22670	57.49	PETTY CASH-SUPPLIES		293597	
	0010-801-6508-22670	21.58	PETTY CASH-SUPPLIES		293597	
	0010-801-1703-22310	20.00	PETTY CASH-UNIFORM		293597	
	0010-801-6517-24100	30.47	PETTY CASH-SUPPLIES		293597	
	0071-801-3201-39460	9.20	PETTY CASH-EOC SUPPLIES		293597	
	0075-450-0075-08761	74.91	PETTY CASH-EXPLORER (TRUST)		293597	
	0010-801-6517-24100	38.14	PETTY CASH-SUPPLIES		293597	
	0075-450-0075-08420	54.23	PETTY CASH-EXPLORER (TRUST)		293597	
	0092-801-4222-31950	11.40	PETTY CASH-POSTAGE		293597	
	0092-801-4222-24150	87.16	PETTY CASH-SUPPLIES		293597	
						522.98
NETMOTION WIRELESS, INC	0160-801-3115-38400	2,950.00-	VOID CHECK	70548	292468	2,950.00-
	0160-801-3115-38400	2,950.00	POLICE-DEVICE MAINTENANCE		293598	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

8

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						2,950.00
PARTYLINE EVENTS	0075-450-0075-08610	400.28	4TH OF JULY RENTAL (TRUST)	70310	293599	400.28
PEARSON EDUCATION	0075-450-0075-08270	2,239.30	BOOK(S) 133 (TRUST)		293600	2,239.30
PITNEY BOWES POSTAGE BY PHONE	0010-801-1301-31750	9.42	POSTAGE		293565	
	0010-801-1301-32200	85.16	POSTAGE		293565	
	0010-801-1403-32200	103.94	POSTAGE		293565	
	0010-801-1406-32200	179.40	POSTAGE		293565	
	0010-801-1701-32200	14.81	POSTAGE		293565	
	0010-801-1702-32200	64.07	POSTAGE		293565	
	0010-801-1703-32200	0.92	POSTAGE		293565	
	0010-801-1801-32200	24.25	POSTAGE		293565	
	0010-801-1802-32200	0.92	POSTAGE		293565	
	0010-801-3101-32200	8.48	POSTAGE		293565	
	0010-801-3102-32200	9.00	POSTAGE		293565	
	0010-801-3104-32200	14.32	POSTAGE		293565	
	0010-801-3113-32200	10.35	POSTAGE		293565	
	0010-801-3114-32200	75.38	POSTAGE		293565	
	0010-801-3120-32200	157.78	POSTAGE		293565	
	0010-801-3205-32200	14.94	POSTAGE		293565	
	0010-801-3210-32200	1.84	POSTAGE		293565	
	0010-801-3220-32200	17.87	POSTAGE		293565	
	0010-801-6001-32200	80.30	POSTAGE		293565	
	0010-801-6502-32200	91.16	POSTAGE		293565	
	0043-801-1201-32200	2.64	POSTAGE		293565	
	0043-801-4212-32200	44.73	POSTAGE		293565	
	0075-450-0075-09230	55.55	POSTAGE (TRUST)		293565	
	0092-801-4220-32200	1.38	POSTAGE		293565	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

9

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						1,068.61
PRIVATE MEDICAL CARE, INC.	0065-461	2,648.97	DENTAL INSURANCE		293601	2,648.97
QUINN POWER SYSTEM ASSOCIATES	0010-801-3210-38400	2,272.94	FIRE ENGINE E63 REPAIR		293566	2,272.94
MICHAEL RAMOS	0075-450-0075-08960	100.00	CRYSTAL YOUTH AWARD (TRUST)		293584	100.00
SAN GABRIEL VALLEY CITY	0010-801-1201-33200	50.00	SGVCMA WORKSHOP		293574	50.00
SANCHEZ & SONS CABINETS	0071-801-5002-99723	4,000.00	FIRE CABINETS REMOVAL	70642	293567	4,000.00
SBC LONG DISTANCE	0010-801-1408-32050	18.47	PHONE SERVICE		293602	41.04
	0010-801-3112-32050	12.31	PHONE SERVICE		293602	
	0010-801-1408-32050	6.16	PHONE SERVICE		293602	
	0010-801-6001-32050	2.05	PHONE SERVICE		293602	
	0169-801-2201-32050	2.05	PHONE SERVICE		293602	
SOUTHERN CALIFORNIA EDISON CO.	0152-701-0152-05451	1.05	ELECTRICITY 534BGH CHANDLER		293603	154.15
	0880-701-0880-05451	4.48	ELECTRICITY 534BGH CHANDLER		293603	
	0152-701-0152-05451	0.36	ELECTRICITY 534F CHANDLER		293603	
	0880-701-0880-05451	1.56	ELECTRICITY 534F CHANDLER		293603	
	0071-801-3201-39460	146.70	ELECTRICITY EOC		293603	
SPRINT CORPORATION	0160-801-3115-38400	1,486.76	POLICE DATA SERVICE		293604	1,486.76
	0160-801-3115-38400	1,065.74	POLICE DATA SERVICE		293605	1,065.74
THE STANDARD	0065-458	3,818.48	LTD INSURANCE		293568	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

10

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						3,818.48
STEIMEL CONSTRUCTION	0349-801-3201-39400	2,380.00	EOC MONUMENT & FLAGPOLE		293569	2,380.00
	0349-801-3201-39400	429.12	EOC STONE CAPS		293575	429.12
THE GAS COMPANY (DBA)	0010-801-3114-36200	79.11	GAS SERVICES		293570	
	0060-801-4211-22250	131.74	GAS SERVICES		293570	210.85
	0152-701-0152-05455	3.15	GAS SERVICES-534B CHANDLER		293606	
	0880-701-0880-05455	13.42	GAS SERVICES-534B CHANDLER		293606	
	0152-701-0152-05455	3.68	GAS SERVICES-534D CHANDLER		293606	
	0880-701-0880-05455	15.69	GAS SERVICES-534D CHANDLER		293606	
	0152-701-0152-05455	8.92	GAS SERVICES-534D CHANDLER		293606	
	0880-701-0880-05455	38.01	GAS SERVICES-534D CHANDLER		293606	
	0152-701-0152-05455	3.50	GAS SERVICES-534F CHANDLER		293606	
	0880-701-0880-05455	14.94	GAS SERVICES-534F CHANDLER		293606	
	0152-701-0152-05455	1.03	GAS SERVICES-534H CHANDLER		293606	
	0880-701-0880-05455	4.39	GAS SERVICES-534H CHANDLER		293606	
	0152-701-0152-05451	6.39	GAS SERVICES-321 POMONA		293606	
	0880-701-0880-05451	9.40	GAS SERVICES-321 POMONA		293606	122.52
TOYO MIYATAKE STUDIO	0010-801-1101-39250	425.10	PORTRAITS		293571	
	0010-801-1101-39250	425.10	PORTRAITS		293571	
	0010-801-1101-39250	425.10	PORTRAITS		293571	1,275.30
TOYO PHOTOGRAPHY	0010-801-1101-39250	425.10-	VOID CHECK		293284	
	0010-801-1101-39250	425.10-	VOID CHECK		293284	
	0010-801-1101-39250	425.10-	VOID CHECK		293284	1,275.30-

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

11

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
UNITED STATES POSTAL SERVICE	0092-801-6509-31880	1,000.00	POSTAGE CASCADES		293607	1,000.00
VERIZON WIRELESS	0010-801-3220-32050	227.46	WIRELESS DATA SERVICE		293608	
	0349-801-3201-39400	38.01	WIRELESS DATA SERVICE		293608	
	0010-801-3201-32050	36.71	WIRELESS DATA SERVICE		293608	
	0010-801-3210-32050	173.81	WIRELESS DATA SERVICE		293608	475.99
VISION SERVICE PLAN-CA	0065-466	2,691.97	VISION PLAN		293572	2,691.97
X-IGENT PRINTING, INC	0092-801-4221-32200	3,510.05	POSTAGE-CONSUMER CONFIDENCE		293585	3,510.05
YRC INC.	0010-801-5002-88560	157.00	FIRE LIFTGATE SERVICE		293573	157.00
CHELSEA ZENG	0075-450-0075-08960	100.00	CRYSTAL YOUTH AWARD (TRUST)		293586	100.00
TOTAL FOR PREPAID WARRANTS						273,561.47

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

12

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ACCELERATED MODULAR CONCEPTS INC.	0075-450-0075-08915	9,780.00	COMMUNITY ENHANCEMENT TRUST	70557	293609	19,771.80
	0010-801-3210-38400	0.80	EOC STONE WORKS		293609	
	0075-450-0075-08915	9,991.00	EOC GATES (TRUST)	70626	293609	
ADVANCE PEST TERMITE CONTROL	0010-801-3210-22750	44.00	PEST CONTROL		293610	116.00
	0010-801-3210-22750	33.00	PEST CONTROL		293610	
	0010-801-3210-22750	39.00	PEST CONTROL		293610	
AFFILIATED SYSTEMS, INC.	0010-801-1801-31900	600.00	DMV/DOT PHYSICAL		293611	600.00
AGENCIES TOOL CENTER	0060-801-4211-24100	512.07	FLEET TOOLS	70473	293612	512.07
ALEXANDER TECHNOLOGIES	0160-801-3103-22750	990.00	POLICE SUPPLIES		293613	990.00
ALHAMBRA MUNICIPAL COURT	0010-701-0010-03620	11,596.54	CITATION PROCESSING		293614	11,596.54
ARGO FLEET SERVICES	0060-801-4211-23500	245.25	FLEET PARTS UNIT 982		293615	245.25
DOLORES ARREDONDO	0159-801-6507-31910	150.50	INSTRUCTOR-RECREATION CLASS		293616	150.50
ARTE FLAMENCO DANCE THEATER	0159-801-6507-31910	105.83	INSTRUCTOR-RECREATION CLASS		293617	105.83
ATHENS SERVICES	0022-801-4205-41200	25,750.00	STREET SWEEPING	70079	293618	27,050.00
	0344-801-5002-99290	1,300.00	STREET SWEEPING	70080	293618	
AV MARKETPLACE/PROJECTOR PEOPLE	0349-801-3201-39400	5,397.00	FIRE PROJECTOR	70619	293619	5,397.00
B W GRAPHICS	0010-801-1101-39250	1,044.00	BUSINESS CARDS MASTERS	70647	293620	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

13

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
B W GRAPHICS	0010-801-1201-39250	58.00	BUSINESS CARDS MASTERS	70647	293620	
	0010-801-1301-39250	58.00	BUSINESS CARDS MASTERS	70647	293620	
	0010-801-1403-39250	58.00	BUSINESS CARDS MASTERS	70647	293620	
	0010-801-1406-39250	58.00	BUSINESS CARDS MASTERS	70647	293620	
	0010-801-1406-39250	58.00	BUSINESS CARDS MASTERS	70647	293620	
	0010-801-1701-39250	174.00	BUSINESS CARDS MASTERS	70647	293620	
	0010-801-1702-39250	58.00	BUSINESS CARDS MASTERS	70647	293620	
	0010-801-1703-39250	58.00	BUSINESS CARDS MASTERS	70647	293620	
	0010-801-1801-39250	58.00	BUSINESS CARDS MASTERS	70647	293620	
	0010-801-1801-39250	58.00	BUSINESS CARDS MASTERS	70647	293620	
	0010-801-3101-39250	58.00	BUSINESS CARDS MASTERS	70647	293620	
	0010-801-3103-39250	58.00	BUSINESS CARDS MASTERS	70647	293620	
	0010-801-3104-39250	58.00	BUSINESS CARDS MASTERS	70647	293620	
	0010-801-3111-39250	58.00	BUSINESS CARDS MASTERS	70647	293620	
	0010-801-3113-39250	58.00	BUSINESS CARDS MASTERS	70647	293620	
	0010-801-3114-39250	116.00	BUSINESS CARDS MASTERS	70647	293620	
	0010-801-3210-39250	58.00	BUSINESS CARDS MASTERS	70647	293620	
	0010-801-3201-39250	58.00	BUSINESS CARDS MASTERS	70647	293620	
	0010-801-3205-39250	58.00	BUSINESS CARDS MASTERS	70647	293620	
	0010-801-3210-39250	58.00	BUSINESS CARDS MASTERS	70647	293620	
	0010-801-4209-39250	58.00	BUSINESS CARDS MASTERS	70647	293620	
	0010-801-4212-39250	174.00	BUSINESS CARDS MASTERS	70647	293620	
	0092-801-4221-39250	116.00	BUSINESS CARDS MASTERS	70647	293620	
	0010-801-6001-39250	58.00	BUSINESS CARDS MASTERS	70647	293620	
	0010-801-6004-39250	58.00	BUSINESS CARDS MASTERS	70647	293620	
	0010-801-6502-39250	203.00	BUSINESS CARDS MASTERS	70647	293620	
	0010-801-6508-39250	116.00	BUSINESS CARDS MASTERS	70647	293620	
	0010-801-1703-39250	771.72	PERMIT LETTERHEAD		293620	
	0010-801-3114-39250	1,002.80	RECEIPTS		293620	

4,935.52

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

14

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
BATTERY SYSTEMS, INC	0060-801-4211-23500	167.06	FLEET SUPPLIES	70012	293621	167.06
BEN'S AIRLESS	0022-801-4206-23900	74.12	TRAFFIC PARTS		293622	74.12
BRADY,VORWERCK,RYDER & CASPINO	0062-801-5101-31600	2,684.11	CLAIM SERVICE-J.BARRAGAN		293623	2,684.11
BRODART COMPANY	0010-801-6003-22450	20.93	FLEX CATALOGING SUPPLIES		293624	20.93
BUILDER'S BOOK INC. BOOKSTORE	0092-801-4210-23050	476.00	STREET HANDBOOK		293625	476.00
CAAD LLC	0092-801-4221-37500	700.00	WATER BILL MAILING SERVICE		293626	963.20
	0092-801-4220-37500	263.20	WATER BILL MAILING SERVICE		293626	
CALIFORNIA DEPOSITION REPORTERS	0062-801-5101-35650	716.30	DEPOSITION SERVICES-J.BARRAGAN		293627	716.30
CALIFORNIA MUNICIPAL	0010-801-1403-39300	155.00	CMTA MEMBERSHIP		293628	155.00
CAMINO REAL CHEVROLET	0060-801-4211-23500	32.71	FLEET REPAIR UNIT 020	70014	293629	240.07
	0060-801-4211-23500	207.36	FLEET REPAIR UNIT 937	70014	293629	
CANON FINANCIAL SERVICES, INC.	0060-801-4211-38400	110.74	COPIER MACHINE RENTAL		293630	3,540.19
	0010-801-1403-37500	1,503.84	COPIER MACHINE RENTAL		293630	
	0010-801-3205-37500	1,925.61	COPIER MACHINE RENTAL		293630	
CARL WARREN & COMPANY	0062-801-5101-35600	101.89	LIABILITY CLAIM-K.KENNETH		293631	
	0062-801-5101-35600	94.05	LIABILITY CLAIM-T.VERA-RIGO		293631	
	0062-801-5101-35600	329.18	LIABILITY CLAIM-Z.XU		293631	
	0062-801-5101-35600	156.75	LIABILITY CLAIM-M.CAI		293631	
	0062-801-5101-35600	415.39	LIABILITY CLAIM-K.GRAHAM		293631	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

15

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CARL WARREN & COMPANY	0062-801-5101-35600	149.05	LIABILITY CLAIM-L.MEJIA		293631	
	0062-801-5101-35600	650.51	LIABILITY CLAIM-M.WU		293631	
	0062-801-5101-35600	368.36	LIABILITY CLAIM-L.VALENZUELA		293631	
	0062-801-5101-35600	368.50	LIABILITY CLAIM-V.PARNASS		293631	
	0062-801-5101-35600	163.35	LIABILITY CLAIM-R.MAGDALENO		293631	
						2,797.03
CHARLIES TIRE RECYCLING	0060-801-4211-31950	100.50	FLEET TIRE RECYCLING		293632	
						100.50
LEE CHEN-NORMAN	0159-801-6507-31910	58.50	INSTRUCTOR-RECREATION CLASS		293633	
						58.50
TERESA CHOW	0159-701-0159-07010	60.00	REFUND RECREATION CLASS		293634	
						60.00
CINTAS CORPORATION	0092-801-4221-22310	54.64	WATER UNIFORMS		293635	
	0092-801-4222-22310	93.80	WATER UNIFORMS		293635	
	0092-801-4223-22310	107.56	WATER UNIFORMS		293635	
	0092-801-4221-22310	59.75	WATER UNIFORMS		293635	
	0092-801-4222-22310	98.91	WATER UNIFORMS		293635	
	0092-801-4223-22310	112.67	WATER UNIFORMS		293635	
						527.33
CITATION MANAGEMENT (DBA)	0010-701-0010-03630	3,804.03	PARKING CITATIONS SERVICE		293636	
						3,804.03
CITY OF LA MIRADA	0166-801-4201-31960	1,000.00	VEHICLE LEASE	70409	293637	
						1,000.00
CLEAN ENERGY	0109-801-4201-31950	2,561.31	CNG FUEL		293638	
						2,561.31
CLINICAL LABORATORY OF	0093-801-4232-31950	18.50	WATER ANALYSIS	70402	293639	
	0093-801-4231-31950	10.18	WATER ANALYSIS	70402	293639	
	0093-801-4231-31950	9.72	WATER ANALYSIS	70402	293639	
	0093-801-4231-31950	10.18	WATER ANALYSIS	70402	293639	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

16

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CLINICAL LABORATORY OF	0093-801-4231-31950	137.25	WATER ANALYSIS	70402	293639	
	0093-801-4230-31950	840.83	WATER ANALYSIS	70402	293639	
	0093-801-4230-31950	794.58	WATER ANALYSIS	70402	293639	
	0093-801-4230-31950	91.58	WATER ANALYSIS	70402	293639	
	0093-801-4230-31950	77.70	WATER ANALYSIS	70402	293639	
	0093-801-4230-31950	10.18	WATER ANALYSIS	70402	293639	
	0093-801-4230-31950	10.18	WATER ANALYSIS	70402	293639	
	0093-801-4230-31950	794.58	WATER ANALYSIS	70402	293639	
	0093-801-4230-31950	794.58	WATER ANALYSIS	70402	293639	
	0093-801-4230-31950	10.18	WATER ANALYSIS	70402	293639	
	0093-801-4230-31950	10.18	WATER ANALYSIS	70402	293639	
	0093-801-4229-31950	115.63	WATER ANALYSIS	70402	293639	
	0093-801-4229-31950	10.18	WATER ANALYSIS	70402	293639	
	0093-801-4229-31950	1,714.03	WATER ANALYSIS	70402	293639	
	0093-801-4229-31950	777.00	WATER ANALYSIS	70402	293639	
	0093-801-4229-31950	40.70	WATER ANALYSIS	70402	293639	
	0093-801-4229-31950	40.70	WATER ANALYSIS	70402	293639	
	0093-801-4229-31950	10.18	WATER ANALYSIS	70402	293639	
	0093-801-4229-31950	937.03	WATER ANALYSIS	70402	293639	
	0093-801-4229-31950	30.53	WATER ANALYSIS	70402	293639	
	0093-801-4229-31950	30.53	WATER ANALYSIS	70402	293639	
	0093-801-4229-31950	122.10	WATER ANALYSIS	70402	293639	
	0093-801-4229-31950	10.18	WATER ANALYSIS	70402	293639	
	0093-801-4229-31950	40.70	WATER ANALYSIS	70402	293639	
	0093-801-4229-31950	1,883.30	WATER ANALYSIS	70402	293639	
	0093-801-4229-31950	20.35	WATER ANALYSIS	70402	293639	
	0093-801-4229-31950	10.18	WATER ANALYSIS	70402	293639	
	0093-801-4229-31950	40.70	WATER ANALYSIS	70402	293639	
	0093-801-4229-31950	40.70	WATER ANALYSIS	70402	293639	
	0093-801-4228-31950	18.50	WATER ANALYSIS	70402	293639	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

17

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CLINICAL LABORATORY OF	0093-801-4228-31950	74.00	WATER ANALYSIS	70402	293639	
	0093-801-4228-31950	18.50	WATER ANALYSIS	70402	293639	
	0093-801-4227-31950	201.65	WATER ANALYSIS	70402	293639	
	0093-801-4227-31950	20.35	WATER ANALYSIS	70402	293639	
	0093-801-4227-31950	29.14	WATER ANALYSIS	70402	293639	
	0093-801-4227-31950	10.18	WATER ANALYSIS	70402	293639	
	0093-801-4227-31950	10.18	WATER ANALYSIS	70402	293639	
	0093-801-4227-31950	248.83	WATER ANALYSIS	70402	293639	
	0093-801-4227-31950	248.83	WATER ANALYSIS	70402	293639	
	0093-801-4227-31950	10.18	WATER ANALYSIS	70402	293639	
	0093-801-4227-31950	30.53	WATER ANALYSIS	70402	293639	
	0093-801-4227-31950	448.63	WATER ANALYSIS	70402	293639	
	0093-801-4227-31950	757.58	WATER ANALYSIS	70402	293639	
	0093-801-4226-31950	10.18	WATER ANALYSIS	70402	293639	
	0093-801-4226-31950	10.18	WATER ANALYSIS	70402	293639	
	0093-801-4226-31950	757.58	WATER ANALYSIS	70402	293639	
	0093-801-4226-31950	10.18	WATER ANALYSIS	70402	293639	
	0093-801-4226-31950	757.58	WATER ANALYSIS	70402	293639	
	0093-801-4226-31950	20.35	WATER ANALYSIS	70402	293639	
	0093-801-4226-31950	1,502.20	WATER ANALYSIS	70402	293639	
	0092-801-4222-31950	10.18	WATER ANALYSIS	70402	293639	
	0092-801-4222-31950	108.23	WATER ANALYSIS	70402	293639	
	0092-801-4222-31950	6.02	WATER ANALYSIS	70402	293639	
	0092-801-4222-31950	10.18	WATER ANALYSIS	70402	293639	
	0092-801-4222-31950	170.20	WATER ANALYSIS	70402	293639	
	0092-801-4222-31950	67.99	WATER ANALYSIS	70402	293639	
	0092-801-4222-31950	10.18	WATER ANALYSIS	70402	293639	
	0092-801-4222-31950	108.23	WATER ANALYSIS	70402	293639	
	0092-801-4222-31950	10.18	WATER ANALYSIS	70402	293639	
	0092-801-4222-31950	877.83	WATER ANALYSIS	70402	293639	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

18

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						16,069.67
COAST FITNESS REPAIR SHOP INC (DBA)	0075-450-0075-08550	95.00	EQUIPMENT REPAIR (TRUST)		293640	95.00
COLLICUTT ENERGY SERVICES INC	0010-801-4210-38400	525.06	GENERATOR MAINTENANCE	70098	293641	
	0010-801-4210-38400	301.60	GENERATOR MAINTENANCE	70098	293641	
	0010-801-4210-38400	113.24	GENERATOR MAINTENANCE		293641	
	0010-801-4210-38400	414.84	GENERATOR MAINTENANCE		293641	
	0010-801-4210-38400	761.83	GENERATOR MAINTENANCE		293641	2,116.57
COME LAND MAINTENANCE COMPANY	0092-801-4210-38250	625.00	JANITORIAL SERVICE	70482	293642	
	0010-801-3114-38250	280.00	JANITORIAL SERVICE	70482	293642	
	0092-801-4222-38250	180.00	JANITORIAL SERVICE	70482	293642	
	0092-801-4210-38250	257.00	JANITORIAL SERVICE	70481	293642	
	0010-801-3114-38250	132.00	JANITORIAL SERVICE	70481	293642	
	0092-801-4222-38250	72.00	JANITORIAL SERVICE	70481	293642	
	0092-801-4222-38100	164.00	JANITORIAL SERVICE		293642	
	0010-801-3113-38250	1,958.33	JANITORIAL SERVICE	70205	293642	
	0092-801-4210-38250	1,661.00	JANITORIAL SERVICE	70514	293642	
	0010-801-3114-38250	755.00	JANITORIAL SERVICE	70514	293642	
	0092-801-4222-38250	411.00	JANITORIAL SERVICE	70514	293642	
	0010-801-6517-38250	75.00	JANITORIAL SERVICE	70287	293642	6,570.33
COMMERCIAL DOOR OF LOS ANGELES	0010-801-4210-38100	3,157.17	DOOR REPAIR	70103	293643	3,157.17
COMPLETE LANDSCAPE CARE, INC.	0010-801-6516-31190	4,950.00	MEDIANS MAINTENANCE	70363	293644	4,950.00
COMPUTER SERVICE COMPANY	0010-801-4206-38400	3,460.00	TRAFFIC SIGNAL MAINTENANCE	70323	293645	
	0010-801-4206-38400	3,460.00	TRAFFIC SIGNAL MAINTENANCE	70323	293645	6,920.00

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

19

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MAGDA CONTRERAS	0159-701-0159-07010	65.00	REFUND RECREATION CLASS		293646	65.00
CONTROL AUTOMATION DESIGN	0092-801-4224-81860	5,883.00	WATER BOOSTERS REPAIR	70549	293647	
	0093-801-4229-23300	800.00	WATER BOOSTERS REPAIR	70549	293647	
	0093-801-4227-23300	1,175.00	WATER BOOSTERS REPAIR	70549	293647	
	0093-801-4226-23300	267.00	WATER BOOSTERS REPAIR	70549	293647	
	0092-801-4224-81860	127.15	WATER BOOSTERS REPAIR	70549	293647	8,252.15
CORVEL ENTERPRISE COMP INC	0080-801-8301-20000	6,666.63	WORKER'S COMP ADMIN FEE	70200	293648	6,666.63
COUNTY OF LOS ANGELES	0010-801-6517-41100	1,500.00	PEST ERADICATION	70288	293649	
	0010-801-6517-38250	633.13	PEST ERADICATION	70288	293649	2,133.13
CROWN GRAPHICS (DBA)	0060-801-4211-38410	58.34	FLEET DECAL	70017	293650	58.34
D & R OFFICE WORKS INC	0349-801-3201-39400	1,423.37	FIRE EOC LECTURN		293651	1,423.37
DAILY JOURNAL CORPORATION	0420-801-5002-96024	386.40	LEGAL NOTICE		293652	
	0010-801-5002-96037	218.40	LEGAL NOTICE		293652	
	0110-801-5001-89340	218.40	LEGAL NOTICE		293652	
	0071-801-5002-99721	235.20	LEGAL NOTICE		293652	1,058.40
DAPEER ROSENBLIT & LITVAK	0010-801-1702-31600	1,261.72	LEGAL FEES	70239	293653	1,261.72
DELL MARKETING LP	0071-801-3201-39460	1,052.89	COMPUTER/SUPPLIES	70347	293654	
	0010-801-3201-24150	500.00	COMPUTER/SUPPLIES	70347	293654	
	0010-801-3210-24150	618.80	COMPUTER/SUPPLIES	70347	293654	
	0010-801-3113-38400	310.61	COMPUTER/SUPPLIES		293654	
	0063-801-5002-88560	11,732.48	COMPUTER/SUPPLIES	70627	293654	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

20

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						14,214.78
DEPARTMENT OF JUSTICE	0010-801-1801-39550	416.00	FINGERPRINT PROCESSING		293655	416.00
DOOLEY ENTERPRISES, INC.	0010-801-3103-22620	1,630.80	POLICE AMMUNITION		293656	1,630.80
DOWNTOWN FORD SALES	0060-801-4211-54100	24,593.57	FLEET-UNIT 089	70610	293657	24,593.57
DUKE'S LANDSCAPING INC.	0022-801-4202-31950	349.00	GARDENING SERVICES		293658	349.00
E.R.S. SECURITY ALARM SYSTEMS,	0010-801-6001-38100	55.00	LIBRARY SECURITY SYSTEM		293659	55.00
DEAN N EDDOW	0159-801-6507-31910	130.90	INSTRUCTOR-RECREATION CLASS		293660	130.90
EL NATIVO GROWERS, INC.	0010-801-6517-22100	87.64	PARKS PLANTS		293661	87.64
EMPIRE CLEANING SUPPLY	0071-801-3201-39460	786.72	JANITORIAL SUPPLIES		293662	1,715.41
	0010-801-4210-22150	41.31	JANITORIAL SUPPLIES	70104	293662	
	0010-801-4210-22150	315.24	JANITORIAL SUPPLIES	70104	293662	
	0010-801-4210-22150	572.14	JANITORIAL SUPPLIES		293662	
EMS PERSONNEL FUND	0010-801-3220-41100	200.00	PARAMEDIC LICENSES-RENEWAL		293663	400.00
	0010-801-3220-41100	200.00	PARAMEDIC LICENSES-RENEWAL		293663	
ENVIRONMENTAL SOLUTIONS (DBA)	0060-801-4211-38410	2,072.00	FLEET PARTS	70033	293664	2,072.00
ERLA, INC./ EMSAR LA	0010-801-3210-38400	768.22	FIRE-EQUIPMENT MAINTENANCE		293665	768.22
EUROFINS EATON ANALYTICAL, INC.	0093-801-4229-31950	1,140.00	WATER ANALYSIS	70430	293666	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

21

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						1,140.00
FAILSAFE TESTING	0010-801-3210-38400	130.00	FIRE TRUCK INSPECTION	70173	293667	
	0010-801-3210-38400	420.00	FIRE TRUCK INSPECTION		293667	
	0010-801-3210-38400	1,218.05	FIRE LADDERS INSPECTION		293667	
						1,768.05
FEDERAL EXPRESS CORP.	0092-801-4222-31950	10.19	DELIVERY SERVICE		293668	
	0169-801-2201-31850	50.96	DELIVERY SERVICE		293668	
	0010-801-1801-32200	50.85	DELIVERY SERVICE		293668	
						112.00
FEDERAL SIGNAL CORPORATION -EMERG.	0092-801-4211-54920	2,344.65	FLEET LIGHTBARS UNIT WD82	70631	293669	
	0060-801-4211-54100	2,344.65	FLEET LIGHTBARS UNIT 081	70631	293669	
	0060-801-4211-54100	2,344.65	FLEET LIGHTBARS UNIT 089		293669	
						7,033.95
FILEKEEPERS, LLC	0010-801-1802-31950	189.76	STORAGE SERVICE		293670	
						189.76
FOOTHILL FIRE PREVENTION	0010-801-3205-39300	20.00	FIRE-MEMBERSHIP		293671	
	0010-801-3205-21200	55.00	FIRE-MEMBERSHIP		293671	
						75.00
FORD OF MONTEBELLO	0092-801-4211-54100	346.51	FLEET REPAIR UNIT 088		293672	
	0060-801-4211-23500	5.98	FLEET PARTS UNIT 021	70019	293672	
	0060-801-4211-23500	209.72	FLEET PARTS UNIT 015	70019	293672	
						562.21
CHAI FOSTERLING	0159-801-6507-31910	273.00	INSTRUCTOR-RECREATION CLASS		293673	
						273.00
GALLADE CHEMICAL, INC.	0092-801-4222-38200	907.97	WATER CHEMICAL	70368	293674	
						907.97
GLENDALE ADVENTIST MEDICAL CENTER	0010-801-3210-31900	3,165.00	FIRE PHYSICALS	70644	293675	
						3,165.00
GORDON TERMITE CONTROL INC	0092-801-4221-22750	110.00	PEST CONTROL		293676	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

22

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						110.00
GRAINGER	0092-801-4222-38420	103.26	ELECTRICAL SUPPLIES	70129	293677	
	0092-801-4222-38420	18.85-	ELECTRICAL SUPPLIES-CREDITS	70129	293677	
	0010-801-4210-23400	245.50	ELECTRICAL SUPPLIES		293677	
	0010-801-4210-23400	104.47	ELECTRICAL SUPPLIES		293677	
						434.38
GRAND PRIX TIRE & AUTO CENTER	0060-801-4211-23500	4,142.00	FLEET TIRE		293678	
	0060-801-4211-23500	2,071.00-	FLEET TIRE-CREDIT		293678	
						2,071.00
TONY GRBAC	0159-801-6507-31940	897.75	INSTRUCTOR-RECREATION CLASS		293679	
						897.75
GUO XUAN GUAN	0010-701-0010-07430	3.26	REFUND BOOK		293680	
						3.26
JIE GUO	0159-801-6507-31910	78.00	INSTRUCTOR-RECREATION CLASS		293681	
						78.00
H & H AUTO PARTS WHOLESALE	0060-801-4211-23500	20.71	FLEET PARTS UNIT 912	70023	293682	
	0060-801-4211-23500	39.60	FLEET PARTS	70023	293682	
	0060-801-4211-23500	309.82	FLEET PARTS	70023	293682	
	0060-801-4211-23500	85.15	FLEET PARTS	70023	293682	
	0060-801-4211-23500	283.77	FLEET PARTS	70023	293682	
	0060-801-4211-23500	10.15-	FLEET PARTS-CREDIT	70023	293682	
						728.90
HACH COMPANY (AKA ELE	0092-801-4222-38200	802.61	WATER ANALYSIS SUPPLIES	70130	293683	
	0092-801-4222-38200	241.98	WATER ANALYSIS SUPPLIES	70130	293683	
						1,044.59
HAROLD'S KEY SHOP, INC.	0092-801-4221-22750	55.59	KEY/LOCK SERVICES		293684	
	0010-801-4210-38100	1,092.85	KEY/LOCK SERVICES		293684	
						1,148.44
HEALTHFIRST MEDICAL GROUP	0010-801-1801-31900	136.00	PRE-EMPLOYMENT PHYSICALS		293685	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

23

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						136.00
HERITAGE OPERATING LP (DBA) PROFLAM	0060-801-4211-22250	73.41	FLEET PROPANE		293686	73.41
HERNANDEZ FLOOR COVERING	0010-801-4210-38100	175.00	FLOOR REPAIR		293687	
	0010-801-4210-38100	240.00	FLOOR REPAIR		293687	
	0010-801-4210-38100	530.00	FLOOR REPAIR		293687	945.00
SONJA HOLLADAY	0159-801-6507-31910	2,575.88	INSTRUCTOR-RECREATION CLASS		293688	
	0159-801-6507-31910	2,040.15	INSTRUCTOR-RECREATION CLASS		293688	4,616.03
HOME DEPOT CREDIT SERVICES	0092-801-4223-22750	79.51	HARDWARE SUPPLIES	70131	293689	
	0092-801-4223-23100	25.91	HARDWARE SUPPLIES	70131	293689	
	0092-801-4223-24100	80.48	HARDWARE SUPPLIES	70131	293689	
	0010-801-4202-23950	168.33	HARDWARE SUPPLIES		293689	
	0092-801-4210-23050	24.14	HARDWARE SUPPLIES		293689	
	0010-801-6517-23050	475.52	HARDWARE SUPPLIES	70251	293689	
	0092-801-4223-24100	383.11	HARDWARE SUPPLIES	70131	293689	1,237.00
HONG T. LEI	0010-701-0010-07430	13.99	REFUND BOOK		293690	13.99
HOUSING RIGHTS CENTER	0169-801-2201-41200	1,409.67	FAIR HOUSING	70403	293691	
	0169-801-2201-41200	1,478.74	FAIR HOUSING	70403	293691	2,888.41
HOWARD'S, INC.	0010-801-3113-38400	99.95	REPAIR WASHER		293692	99.95
YUPO BOB HUNG	0010-801-1801-39400	491.30	REIMBURSE TUITION		293693	491.30
INTERNATIONAL CODE COUNCIL, INC	0092-801-4210-23050	69.71	FIRE CODE BOOKS		293694	69.71

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

24

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
IP LEARNING CENTER	0159-801-6507-31910	603.75	INSTRUCTOR-RECREATION CLASS		293695	603.75
IRON MOUNTAIN OFF-SITE DATA	0010-801-1403-31700	334.28	COMPUTER TAPE STORAGE	70003	293696	334.28
MARK ISHIDA	0159-801-6507-31940	861.75	INSTRUCTOR-RECREATION CLASS		293697	861.75
JAYVEE DANCE CENTER	0159-801-6507-31910	924.80	INSTRUCTOR-RECREATION CLASS		293698	924.80
JHM SUPPLY INC	0010-801-6517-23300	327.81	PARKS SUPPLIES	70252	293699	347.39
	0010-801-6517-23300	19.58	PARKS SUPPLIES	70252	293699	
JOBS AVAILABLE INC.	0092-801-1801-34100	567.00	EMPLOYMENT ANNOUNCEMENT		293700	567.00
JSE EMERGENCY MEDICAL GROUP, INC	0010-801-3220-39400	500.00	FIRE MEDICAL CONSULTANT	70177	293701	1,500.00
	0010-801-3220-39400	500.00	FIRE MEDICAL CONSULTANT	70177	293701	
	0010-801-3220-39400	500.00	FIRE MEDICAL CONSULTANT	70177	293701	
RICHARD KAGEYAMA	0159-801-6507-31940	539.44	INSTRUCTOR-RECREATION CLASS		293702	563.49
	0159-801-6507-31910	24.05	INSTRUCTOR-RECREATION CLASS		293702	
GABRIELA KASANJIAN	0159-801-6507-31910	187.20	INSTRUCTOR-RECREATION CLASS		293703	187.20
KIA OF CERRITOS	0060-801-4211-23500	107.34	FLEET-REPAIR UNIT 052		293704	107.34
GWEN KISHIDA	0163-801-6005-38400	225.92	REIMBURSE SUPPLIES		293705	
	0142-801-6005-22750	65.32	REIMBURSE SUPPLIES		293705	
	0075-450-0075-08320	38.45	REIMBURSE SUPPLIES (TRUST)		293705	
	0075-450-0075-08320	106.31	REIMBURSE SUPPLIES (TRUST)		293705	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

25

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						436.00
KNOCK-OUT SPECIALTIES, INC	0010-801-3205-39700	318.74	FIRE PRV-SUPPLIES		293706	
	0010-801-3205-21300	68.11	FIRE PRV-SUPPLIES		293706	
						386.85
L & M FOOTWEAR DBA SHOETERIA	0092-801-4222-22300	200.00	SAFETY BOOTS-J.MARASCO		293707	
						200.00
L N CURTIS & SONS	0010-801-3210-38400	561.77	FIRE PARTS	70181	293708	
	0010-801-3210-38400	66.07	FIRE PARTS		293708	
						627.84
LAWN MOWER CORNER/KNG POWER EQUIPME	0010-801-6517-23300	140.61	PARKS SUPPLIES		293709	
	0060-801-4211-23500	486.01	FLEET PARTS UNIT SC72 & 070	70029	293709	
						626.62
BESSIE LEE	0159-701-0159-07010	60.00	REFUND RECREATION CLASS		293710	
						60.00
CHIU SANG LEE	0159-801-6507-31910	146.25	INSTRUCTOR-RECREATION CLASS		293711	
						146.25
LIFE SAFETY CONSULTING & ENGINEERING	0010-701-0010-06330	1,275.00	FIRE PLAN CHECK		293712	
	0010-701-0010-06330	2,025.00	FIRE PLAN CHECK		293712	
						3,300.00
LIFE-ASSIST INC	0010-801-3220-24200	586.09	FIRE MEDICAL SUPPLIES	70197	293713	
	0010-801-3220-22350	262.00	FIRE MEDICAL SUPPLIES	70197	293713	
						848.09
SHENG LIN	0159-701-0159-07010	40.00	REFUND RECREATION CLASS		293714	
						40.00
LOS ANGELES COUNTY REGISTRAR	0010-801-1301-31750	5,026.18	PETITION VERIFICATION		293715	
						5,026.18
LOS ANGELES COUNTY TAX	0092-801-4222-38420	183.82	12-13 PROPERTY TAX		293716	
						183.82

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

26

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
LOS ANGELES TIMES	0010-801-3113-22600	64.00	SUBSCRIPTION		293717	64.00
JOSE MACHUCA	0159-701-0159-07010	60.00	REFUND RECREATION CLASS		293718	60.00
MALCOLITE CORPORATION	0010-801-4210-23400	197.84	CUSTOM DIFFUSER		293719	197.84
MANNING & KASS, ELLROD, RAMIREZ, TF	0062-801-5101-31600	3,796.50	LEGAL SERVICES-S.RODRIGUEZ		293720	43,229.38
	0062-801-5101-31600	20,089.71	LEGAL SERVICES-Z.XU		293720	
	0062-801-5101-31600	19,343.17	LEGAL SERVICES-Z.XU		293720	
JOHN MARTINDALE	0136-801-3101-33250	461.80	POLICE POST TRAINING		293721	461.80
	0136-801-3101-33250	150.00	POLICE POST TRAINING		293722	150.00
MATCO TOOLS (DBA)	0060-801-4211-24100	171.68	FLEET TOOLS		293723	171.68
MAXIMUS, INC.	0010-701-0010-08100	1,540.00	STATE MANDATED COST CLAIMS		293724	1,540.00
MCMASTER-CARR SUPPLY CO.	0092-801-4222-24100	61.55	WATER SUPPLIES	70122	293725	699.19
	0092-801-4222-24100	104.18	WATER SUPPLIES	70122	293725	
	0092-801-4222-24100	243.54	WATER SUPPLIES	70122	293725	
	0092-801-4222-24100	68.11	WATER SUPPLIES	70122	293725	
	0092-801-4222-24100	97.60	WATER SUPPLIES	70122	293725	
	0092-801-4222-24100	124.21	WATER SUPPLIES	70122	293725	
MIKE'S MUFFLER	0060-801-4211-23500	32.85	FLEET-REPAIR UNIT 982		293726	32.85
MISSION SUPER HARDWARE	0060-801-4211-23500	183.68	HARDWARE SUPPLIES	70035	293727	
	0010-801-3210-38400	119.14	HARDWARE SUPPLIES	70196	293727	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

27

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						302.82
MONTEREY PARK GOLF COURSE	0159-801-6507-31910	110.50	INSTRUCTOR-RECREATION CLASS		293728	110.50
MR. ROOTER PLUMBING	0042-801-4204-31950	3,750.00	SEWER SERVICES	70638	293729	
	0042-801-5002-96038	9,300.00	SEWER REPAIRS-ATLANTIC & CADIZ	70636	293729	13,050.00
MR. ROOTER PLUMBING (DBA)	0010-801-4210-38100	874.44	PLUMBING SERVICES		293730	
	0010-801-4210-38100	370.00	PLUMBING SERVICES		293730	
	0010-801-4210-38100	582.95	PLUMBING SERVICES		293730	
	0075-450-0075-08895	553.61	PLUMBING SERVICES (TRUST)		293730	2,381.00
MV TRANSPORTATION, INC	0109-801-4201-31960	59,550.24	SPIRIT BUS OPERATIONS	70325	293731	
	0109-701-0109-07680	3,170.00-	SPIRIT BUS FARE		293731	
	0109-801-4201-31950	76.25	SPIRIT BUS CHARTERS	70325	293731	
	0109-801-4201-31960	280.00	SPIRIT BUS GPS	70325	293731	56,736.49
NATIONAL ASSOC. OF TOWN WATCH	0010-801-3120-39700	1,139.20	NATIONAL NIGHT OUT SUPPLIES		293732	1,139.20
NATIONAL FIRE PROTECTION ASSN.	0010-801-3205-24100	100.09	FIRE CODE BOOK		293733	100.09
NATIONAL IMPRINT CORPORATION	0010-801-3120-22750	160.91	POLICE-CRB SUPPLIES		293734	
	0010-801-3120-22750	244.00	POLICE-CRB SUPPLIES		293734	
	0010-801-3210-22750	408.00	POLICE-CRB SUPPLIES		293734	
	0010-801-3120-22750	63.20	POLICE-CRB SUPPLIES		293734	876.11
NATIONAL NOTARY ASSOCIATION	0010-801-3101-22650	89.00	POLICE NOTARY RENEWAL		293735	89.00
NAVARRO'S TOWING	0092-801-4222-38420	150.00	TOWING SERVICES		293736	150.00

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

28

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
NEC BUSINESS NETWORK SOLUTIONS	0010-801-3112-38400	1,606.00	PHONE LINE SERVICE	70308	293737	1,606.00
OCLC, INC	0010-801-6003-31700	996.62	LIBRARY CATALOGING SERVICE		293738	996.62
OFFICE DEPOT INC.	0092-801-4210-23050	71.86	OFFICE SUPPLIES		293739	
	0010-801-1801-21350	70.03	OFFICE SUPPLIES		293739	
	0010-801-1701-21350	22.21	OFFICE SUPPLIES		293739	
	0010-801-1701-21350	53.94	OFFICE SUPPLIES		293739	
	0092-801-4223-21350	67.55	OFFICE SUPPLIES	70123	293739	
	0092-801-5004-96032	231.99	OFFICE SUPPLIES	70123	293739	
	0092-801-4210-23050	227.46	OFFICE SUPPLIES	70123	293739	
	0010-801-1802-21250	70.57	OFFICE SUPPLIES		293739	
	0010-801-1801-21350	127.88	OFFICE SUPPLIES		293739	
	0010-801-1801-21350	28.87	OFFICE SUPPLIES		293739	
	0010-801-1801-21350	18.74	OFFICE SUPPLIES		293739	
	0010-801-1801-21350	42.14	OFFICE SUPPLIES		293739	
	0010-801-3220-39250	20.31	OFFICE SUPPLIES	70195	293739	
	0010-801-3220-39250	140.60	OFFICE SUPPLIES	70195	293739	
	0010-801-3201-24100	98.85	OFFICE SUPPLIES	70195	293739	
	0176-801-6516-21350	19.81	OFFICE SUPPLIES	70294	293739	
	0176-801-6516-23050	38.36	OFFICE SUPPLIES		293739	
	0010-801-6517-21350	82.83	OFFICE SUPPLIES	70294	293739	
	0010-801-6003-22450	14.73	OFFICE SUPPLIES		293739	
	0010-801-6003-22450	58.60	OFFICE SUPPLIES		293739	
	0010-801-6003-22450	5.97	OFFICE SUPPLIES		293739	
	0010-801-6003-22450	11.76	OFFICE SUPPLIES		293739	
	0142-801-6005-22750	59.26	OFFICE SUPPLIES		293739	
	0142-801-6005-22750	52.95	OFFICE SUPPLIES		293739	
	0142-801-6005-22750	14.16	OFFICE SUPPLIES		293739	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

29

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
OFFICE DEPOT INC.	0142-801-6005-22750	119.09	OFFICE SUPPLIES		293739	
	0142-801-6005-22750	34.12	OFFICE SUPPLIES		293739	
	0163-801-6005-22750	124.73	OFFICE SUPPLIES		293739	
	0010-801-6004-39250	36.34	OFFICE SUPPLIES		293739	
	0142-801-6005-22750	43.71	OFFICE SUPPLIES		293739	
	0142-801-6005-22750	61.08	OFFICE SUPPLIES		293739	
	0142-801-6005-22750	39.37	OFFICE SUPPLIES		293739	
	0142-801-6005-22750	147.74	OFFICE SUPPLIES		293739	
	0010-801-6003-22450	64.97	OFFICE SUPPLIES		293739	
	0010-801-6004-22450	119.99	OFFICE SUPPLIES		293739	
	0142-801-6005-22750	62.61	OFFICE SUPPLIES		293739	
	0142-801-6005-22750	25.90	OFFICE SUPPLIES		293739	
	0142-801-6005-22750	5.65	OFFICE SUPPLIES		293739	
						2,536.73
OFFICE SOLUTIONS	0010-801-1404-22650	25.56	OFFICE SUPPLIES	70002	293740	
	0010-801-1404-22650	129.44	OFFICE SUPPLIES		293740	
	0010-801-1404-24150	450.00	OFFICE SUPPLIES		293740	
	0010-801-1404-22750	312.11	OFFICE SUPPLIES		293740	
	0010-801-1301-21250	82.38	OFFICE SUPPLIES		293740	
	0010-801-1301-31750	29.00	OFFICE SUPPLIES		293740	
	0010-801-1301-21250	5.10-	OFFICE SUPPLIES-CREDIT		293740	
						1,023.39
ON TRAC	0010-801-1701-32200	12.52	COURIER SERVICES		293741	
						12.52
NELSON ONG	0159-801-6507-31910	778.13	INSTRUCTOR-RECREATION CLASS		293742	
						778.13
PACIFIC PLUMBING SPECIALTIES	0075-450-0075-08895	967.79	PLUMBING SUPPLIES (TRUST)		293743	
						967.79
PARKHOUSE TIRE, INC.	0060-801-4211-23500	951.75	FLEET TIRES	70044	293744	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

30

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						951.75
PAYKE GYMNASTIC ACADEMY	0159-801-6507-31910	306.43	INSTRUCTOR-RECREATION CLASS		293745	306.43
PENINSULA LIBRARY SYSTEM	0075-450-0075-08250	75.00	LIBRARY TRAINING (TRUST)		293746	
	0075-450-0075-08250	75.00	LIBRARY TRAINING (TRUST)		293746	150.00
PKF CONSULTING	0010-801-1201-31860	9,466.53	CONSULTANT-CORP CTR HOTEL	70596	293747	9,466.53
PREFERRED ALLIANCE INC	0010-801-1801-31900	78.00	DRIVER TESTING		293748	78.00
PRERERRED AUTO GLASS	0060-801-4211-38400	225.72	FLEET REPAIR UNIT 924	70399	293749	225.72
PRUDENTIAL OVERALL SUPPLY	0060-801-4211-22150	26.64	FLEET SHOP RAGS	70047	293750	
	0010-801-3210-22150	18.64	FLEET SHOP RAGS	70047	293750	
	0060-801-4211-22150	26.64	FLEET SHOP RAGS	70047	293750	
	0010-801-3210-22150	18.64	FLEET SHOP RAGS	70047	293750	
	0060-801-4211-22150	26.64	FLEET SHOP RAGS	70047	293750	
	0010-801-3210-22150	18.64	FLEET SHOP RAGS	70047	293750	
	0060-801-4211-22300	28.65	FLEET UNIFORMS	70047	293750	
	0060-801-4211-22300	28.65	FLEET UNIFORMS	70047	293750	
	0060-801-4211-22300	28.65	FLEET UNIFORMS	70047	293750	221.79
QUALITY CODE PUBLISHING LLC	0420-801-5002-96024	6,476.94	MUNICIPAL CODE	70510	293751	6,476.94
QUICK CRETE PRODUCTS CORP	0075-450-0075-08895	3,765.96	LANGLEY PARK MONUMENT (TRUST)		293752	
	0343-801-5004-91515	7,880.70	CITY YARD MONUMENT	70589	293752	11,646.66
RAINBOW ART	0159-801-6507-31910	528.28	INSTRUCTOR-RECREATION CLASS		293753	528.28

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

31

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
RAND MCNALLY & COMPANY	0010-801-3115-38400	2,530.00	POLICE-DIGITAL DATA	70629	293754	2,530.00
RAZORBACK CONTRACTOR SUPPLY INC.	0092-801-4222-24100	190.00	WATER SUPPLIES		293755	190.00
RBF CONSULTING	0440-801-5004-99004	1,413.00	SUSTAINABLE COMMUNITY	70246	293756	2,088.00
	0440-801-5004-99004	675.00	SUSTAINABLE COMMUNITY	70246	293756	
RENT-A-TOOL	0010-801-4202-22400	55.69	WATER PROPANE		293757	55.69
REYES ATHLETICS	0075-450-0075-08915	837.12	RECREATION SUPPLIES (TRUST)		293758	837.12
ROCHESTER MIDLAND	0010-801-4210-38100	646.15	JANITORIAL SUPPLIES	70113	293759	740.37
	0010-801-4210-38100	94.22	JANITORIAL SUPPLIES		293759	
ROYAL WHOLESALE ELECTRIC	0093-801-4227-23300	2,606.74	WATER SUPPRESSOR	70346	293760	18,127.27
	0092-801-4227-23300	15,520.53	WATER AIR STRIPPER REPAIR	70346	293760	
S C FUELS (DBA)	0060-801-4211-22250	13,485.92	FUEL 5/13	70050	293761	40,660.11
	0060-801-4211-22250	14,078.77	FUEL 5/13	70050	293761	
	0060-801-4211-22250	13,095.42	FUEL 6/13	70050	293761	
DANTON SAKADO	0010-701-0010-07050	51.00	REFUND PICNIC RESERVATION		293762	51.00
SAN ANDELL SWIMMING POOLS	0092-801-4222-38420	216.03	WATER SUPPLIES		293763	216.03
SAN GABRIEL VALLEY MUNICIPAL WATER	0092-801-4220-39700	14,190.00	TOILET REPLACEMENT PROGRAM		293764	14,190.00
SAN GABRIEL VALLEY WATER CO.	0092-801-4222-36300	54.51	WATER SERVICE		293765	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

32

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						54.51
SANTA ANA COLLEGE	0010-801-3210-31900	272.19	FIRE TRAINING		293766	
	0010-801-1801-31900	1,967.81	FIRE TRAINING		293766	
						2,240.00
SUSAN SAXE-CLIFFORD, PH.D.	0010-801-1801-31900	400.00	PSYCHOLOGICAL EVALUATION		293767	
	0010-801-1801-31900	400.00	PSYCHOLOGICAL EVALUATION		293767	
						800.00
MARILYN SCHLAACK	0159-701-0159-07010	65.00	REFUND RECREATION CLASS		293768	
						65.00
SHERATON GRAND HOTEL	0136-801-3101-33250	291.24	POLICE POST TRAINING		293769	
						291.24
SHRED-IT LOS ANGELES	0010-801-3114-38400	118.07	SHREDDING SERVICES		293770	
						118.07
WING SHUM	0010-801-1801-39400	301.00	REIMBURSE TUITION		293771	
						301.00
GENEVIEVE SOTO	0159-701-0159-07010	97.00	REFUND RECREATION CLASS		293772	
						97.00
SOUTHEAST CONSTRUCTION PRODUCT	0022-801-4202-24100	530.00	STREET SUPPLIES	70093	293773	
	0010-801-4202-22400	154.16	STREET SUPPLIES	70093	293773	
						684.16
REGGIE STEVENS	0159-801-6507-31910	31.85	INSTRUCTOR-RECREATION CLASS		293774	
						31.85
SUNBURST DECORATIVE ROCK INC	0176-801-5002-82520	348.80	LANDSCAPING SUPPLIES		293775	
						348.80
SUPREME TROPHIES & GIFTS CO.	0010-801-1801-21350	34.88	BADGES		293776	
	0131-801-6001-21350	26.16	BADGES & NAME PLATE		293776	
						61.04
TANK SPECIALISTS OF CALIFORNIA	0060-801-4211-31950	125.00	DESIGNATED OPERATOR SERVICES	70528	293777	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

33

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
TANK SPECIALISTS OF CALIFORNIA	0060-801-4211-31950	125.00	DESIGNATED OPERATOR SERVICES	70528	293777	
	0060-801-4211-31950	176.02	TANK REPAIR	70528	293777	426.02
AMY THACH	0159-701-0159-07010	60.00	REFUND RECREATION CLASS		293778	60.00
THE CHRYSALIS CENTER	0077-801-1111-31950	4,725.00	BID MAINTENANCE	70313	293779	4,725.00
TOM'S CLOTHING & UNIFORMS INC	0010-801-4209-22310	300.00	UNIFORM-M CARMONA	70088	293780	
	0010-801-3103-22310	588.56	UNIFORM-J ORATE	70218	293780	
	0010-801-3103-22310	11.43	UNIFORM-J ORATE	70218	293780	
	0010-801-6517-22310	47.96	UNIFORM-L HERNANDEZ		293780	947.95
TOYO MIYATAKE STUDIO	0010-801-1101-39250	70.85	PORTRAITS		293781	70.85
TRI-MOUNTAIN	0010-801-1702-22310	114.45	UNIFORMS		293782	
	0010-801-1703-22310	117.18	UNIFORMS		293782	231.63
THUAN TRINH	0159-801-6507-31910	14.63	INSTRUCTOR-RECREATION CLASS		293783	14.63
TURNOUT MAINTENANCE COMPANY LLC	0010-801-3210-38400	123.00	FIRE UNIFORM CLEANING/REPAIR		293784	123.00
UC REGENTS	0010-801-3220-39400	2,560.42	FIRE CONTINUE EDUCATION		293785	2,560.42
UNDERGROUND SERVICE ALERT	0092-801-4223-39300	111.00	UNDERGROUND UTILITY SERVICES		293786	111.00
UNITED TRAFFIC SERVICES SUPPLY	0092-801-4223-22300	494.70	WATER SUPPLIES		293787	
	0092-801-4223-22300	456.88	WATER SUPPLIES		293787	
	0092-801-4223-22300	339.14	WATER SUPPLIES		293787	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

34

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						1,290.72
UNITED TRANSMISSION EXCHANGE INC	0060-801-3210-38400	291.63	FIRE-REPAIR ENGINE 63		293788	291.63
UNIVAR USA INC (CORP. HEADQUARTERS)	0092-801-4222-38200	433.24	WATER CHEMICAL	70625	293789	
	0093-801-4227-23300	8,895.74	WATER CHEMICAL	70625	293789	9,328.98
VISTA PAINT CO.	0010-801-4202-23950	215.12	WATER PAINT SUPPLIES		293790	215.12
VULCAN MATERIAL CO	0110-801-4202-23600	410.94	ASPHALT		293791	
	0110-801-4202-23600	333.85	ASPHALT		293791	
	0110-801-4202-23600	301.23	ASPHALT		293791	
	0110-801-4202-23600	1,006.37	ASPHALT		293791	
	0110-801-4202-23600	523.59	ASPHALT		293791	
	0110-801-4202-23600	485.79	ASPHALT		293791	3,061.77
WALTERS WHOLESALE ELECTRIC CO	0010-801-4210-23400	847.09	ELECTRICAL SUPPLIES		293792	
	0010-801-4210-23400	1,476.84	ELECTRICAL SUPPLIES		293792	
	0010-801-4210-23400	81.04	ELECTRICAL SUPPLIES		293792	2,404.97
INNESS WAN	0159-701-0159-07010	65.00	REFUND RECREATION CLASS		293793	65.00
XIAODONG WANG	0159-801-6507-31910	71.25	INSTRUCTOR RECREATION CLASS		293794	71.25
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	116.96	FLEET PARTS UNIT 033	70054	293795	
	0060-801-4211-23500	61.74	FLEET PARTS UNIT 065	70054	293795	
	0060-801-4211-23500	36.78	FLEET PARTS UNIT 993	70054	293795	
	0060-801-4211-23500	87.80	FLEET PARTS UNIT 004	70054	293795	
	0060-801-4211-23500	14.65	FLEET PARTS UNIT 035	70054	293795	
	0060-801-4211-23500	6.64	FLEET PARTS UNIT 035	70054	293795	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

35

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	64.57	FLEET PARTS	70054	293795	
	0060-801-4211-23500	67.49	FLEET PARTS	70054	293795	
	0060-801-4211-23500	23.64	FLEET PARTS UNIT 937	70054	293795	
	0060-801-4211-23500	6.03	FLEET PARTS	70054	293795	
	0060-801-4211-23500	52.58	FLEET PARTS	70054	293795	
	0060-801-4211-23500	112.49	FLEET PARTS	70054	293795	
	0060-801-4211-23500	157.74	FLEET PARTS	70054	293795	
						809.11
WECK LABORATORIES (DBA)	0093-801-4227-31950	480.00	WATER LABORATORY SUPPLIES		293796	
						480.00
WEST COAST ARBORISTS, INC.	0010-801-6516-31190	1,035.80	TREE MAINTENANCE SERVICES	70277	293797	
	0010-801-6516-31190	336.20	TREE MAINTENANCE SERVICES		293797	
	0176-801-6516-31190	4,652.00	TREE MAINTENANCE SERVICES		293797	
						6,024.00
WEST COAST LIGHTS & SIRENS	0060-801-4211-54050	3,291.41	FLEET CONVERSION UNIT 083	70637	293798	
						3,291.41
WEST HARBOR INTELLIGENCE	0062-801-5101-35650	1,372.00	CLAIM EXPENSE-J.BARRAGAN		293799	
						1,372.00
WEST PACIFIC MEDICAL LABORATORY	0010-801-1801-31900	85.00	FIRE PHYSICALS		293800	
						85.00
WESTCO SERVICE COMPANY	0010-801-4210-38150	711.81	AIR CONDITIONING REPAIR		293801	
						711.81
WESTERN WATER WORKS SUPPLY CO.	0092-801-4221-22750	183.09	WATER SUPPLIES	70119	293802	
						183.09
MICHAEL WHEELER	0010-701-0010-07050	51.00	REFUND PICNIC RESERVATION		293803	
						51.00
RICKY WONG	0159-801-6507-31940	285.00	INSTRUCTOR-RECREATION CLASS		293804	
	0159-801-6507-31910	52.98	INSTRUCTOR-RECREATION CLASS		293804	
						337.98

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

36

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
THOMAS WONG	0159-801-6507-31940	354.90	INSTRUCTOR-RECREATION CLASS		293805	354.90
VICTOR WONG	0159-801-6507-31910	912.00	INSTRUCTOR-RECREATION CLASS		293806	912.00
WORLDWIDE RECOVERY SYSTEMS, INC	0060-801-4211-38400	179.00	FLUID MANAGEMENT SERVICE	70057	293807	179.00
WURTH USA INC	0060-801-4211-23500	179.10	FLEET SUPPLIES	70058	293808	179.10
DARRYL KEITH YEE	0159-801-6507-31910	135.45	INSTRUCTOR-RECREATION CLASS		293809	135.45
SIMON YEN	0159-801-6507-31910	780.00	INSTRUCTOR-RECREATION CLASS		293810	780.00
KIRA YUNG	0136-801-3101-33250	103.72	POLICE POST TRAINING		293811	103.72
ZUMAR INDUSTRIES, INC.	0010-801-4206-23800	10,611.15	TRAFFIC SIGNS	70578	293812	11,652.10
	0010-801-4206-23800	681.25	TRAFFIC SIGNS		293812	
	0010-801-4206-23800	359.70	TRAFFIC SIGNS		293812	
TOTAL FOR PRINTED WARRANTS						546,774.80

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

37

TOTAL FOR PREPAID WARRANTS	273,561.47
TOTAL FOR PRINTED WARRANTS	546,774.80
TOTAL WARRANTS	820,336.27
TOTAL VOID CHECKS	2
TOTAL PREPAID CHECKS	56
TOTAL CHECKS PRINTED	204
TOTAL CHECKS ISSUED	260

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013
FUND SUMMARY

38

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	19,629.67	123,483.52	143,113.19
0022	STATE GAS TAX FUND	297.50	26,703.12	27,000.62
0023	BIKE ROUTE FUND	17,999.75	0.00	17,999.75
0042	SEWER FUND	0.00	13,050.00	13,050.00
0043	REFUSE FUND	101.92	0.00	101.92
0060	CITY SHOP FUND	2,516.54	84,039.19	86,555.73
0062	GENERAL LIABILITY FUND	0.00	50,798.82	50,798.82
0063	TECHNOLOGY INTERNAL SERV FUND	0.00	11,732.48	11,732.48
0065	PAYROLL CLEARING ACCOUNT	16,653.06	0.00	16,653.06
0071	PUBLIC SAFETY IMPACT FEE FUND	8,183.27	2,074.81	10,258.08
0075	SPECIAL DEPOSITS FUND	4,732.40	26,285.24	31,017.64
0077	BUSINESS IMPROVEMENT AREA #1	0.00	4,725.00	4,725.00
0080	WORKERS COMP FUND	0.00	6,666.63	6,666.63
0092	WATER FUND	5,766.77	52,996.66	58,763.43
0093	WATER TREATMENT FUND	6,061.82	30,054.93	36,116.75
0109	OPA PROPOSITION A	66.80	59,297.80	59,364.60
0110	MEASURE R FUND	74,234.98	3,280.17	77,515.15
0131	LIBRARY TAX FUND	0.00	26.16	26.16
0136	POST	0.00	1,006.76	1,006.76
0142	EL CIVIC EDUCATION GRANT	0.00	730.96	730.96
0152	HOME HOUSING PROGRAM	45,541.33	0.00	45,541.33
0159	RECREATION FUND	0.00	14,531.15	14,531.15
0160	ASSET FORFEITURE	2,552.50	990.00	3,542.50
0163	CAL LIBRARY LITERACY SVC GRANT	0.00	350.65	350.65
0166	PROPOSITION C	0.00	1,000.00	1,000.00
0169	CDBG FUND	4,399.30	2,939.37	7,338.67
0176	MAINTENANCE DISTRICT 93-1	0.00	5,058.97	5,058.97
0342	SAFETEA-LU GRANT	41,024.09	0.00	41,024.09

CITY OF MONTEREY PARK
 FINAL WARRANT REGISTER
 COUNCIL MEETING DATE 07/03/2013
 FUND SUMMARY

39

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0343	RECREATION GRANT (075)	0.00	7,880.70	7,880.70
0344	MAINTENANCE GRANT (075)	0.00	1,300.00	1,300.00
0346	ELAC CONTRIBUTIONS	10,256.02	0.00	10,256.02
0349	ELAC INSTRUCTIONAL SERV PROG	4,700.98	6,820.37	11,521.35
0420	EEC BLOCK GRANT	0.00	6,863.34	6,863.34
0431	ASSISTANCE TO FIREFIGHTER-CITY	8,740.88	0.00	8,740.88
0440	SUSTAINABLE COMM PLANNING	0.00	2,088.00	2,088.00
0880	CITY/HOUSING SUCCESSOR AGENCY	101.89	0.00	101.89
TOTAL		273,561.47	546,774.80	820,336.27

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

40

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CANON FINANCIAL SERVICES, INC.	0092-801-4220-37500	723.29	COPIER MACHINE RENTAL		293813	
	0092-801-4209-37500	697.06	COPIER MACHINE RENTAL		293813	1,420.35
DAILY JOURNAL CORPORATION	0010-801-1301-31750	259.94	LEGAL NOTICE		293814	
	0010-801-1301-31750	570.60	LEGAL NOTICE		293814	
	0010-801-1301-31750	583.28	LEGAL NOTICE		293814	
	0010-801-1301-31750	159.60	LEGAL NOTICE		293814	
	0010-801-1301-31750	54.60	LEGAL NOTICE		293814	
	0010-801-1301-31750	159.60	LEGAL NOTICE		293814	1,787.62
LEAGUE OF CALIFORNIA CITIES	0010-801-1110-39300	1,281.00	MEMBERSHIP		293815	1,281.00
OFFICE DEPOT INC.	0010-801-1101-21250	42.14	OFFICE SUPPLIES		293816	
	0010-801-1101-21250	399.38	OFFICE SUPPLIES		293816	441.52
DANIEL RUIZ JR	0092-801-4220-39300	120.00	WATER OPERATOR CERTIFICATION		293817	120.00
SAN GABRIEL VALLEY ECONOMIC	0010-801-1110-39300	5,000.00	MEMBERSHIP		293818	5,000.00
SOUTHERN CALIFORNIA	0010-801-1110-39300	5,774.00	MEMBERSHIP		293819	5,774.00
TOTAL FOR PRINTED WARRANTS						15,824.49

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013

41

TOTAL FOR PREPAID WARRANTS	0.00
TOTAL FOR PRINTED WARRANTS	15,824.49
TOTAL WARRANTS	15,824.49
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	0
TOTAL CHECKS PRINTED	7
TOTAL CHECKS ISSUED	7

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/03/2013
FUND SUMMARY

42

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	0.00	14,284.14	14,284.14
0092	WATER FUND	0.00	1,540.35	1,540.35
	TOTAL	0.00	15,824.49	15,824.49

Staff Report

City of Monterey Park

DATE: July 3, 2013

TO: Paul Talbot, City Manager

FROM: Dan Costley, Recreation & Community Services Director

SUBJECT: Second Reading: An ordinance of the City Council of Monterey Park, California Amending Chapter 2.82 of the Monterey Park Municipal Code

SUMMARY:

At its June 19, 2013 meeting, the City Council introduced an Ordinance that amends Chapter 2.82 in its entirety regulating general requirements for City Commissions, Boards and Committees, amending regulations affecting the Design Review Board, and repealing MPMC Sections relating to certain City Commissions, Boards and Committees. The City Council also adopted Resolution No. 11589 establishing various Boards and Commissions in accordance with Chapter 2.82 of the Monterey Park Municipal Code. The reasons for taking these actions are set forth in the staff report dated June 19, 2013 which is available in the City Clerk's office for public review. This is the second reading of the Ordinance; there are no changes to the document since its introduction. Resolution No. 11589 will take effect at the same time as the Ordinance.

RECOMMENDATION:

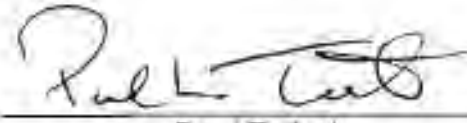
Staff recommends that the City Council waive second reading and adopt Ordinance No.

By:



Dan Costley
Recreation and Community
Services Director

Approved:



Paul Talbot
City Manager

ORDINANCE NO. _____

AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE CHAPTER 2.82 IN ITS ENTIRETY REGULATING GENERAL REQUIREMENTS FOR CITY COMMISSIONS, BOARDS, AND COMMITTEES; AMENDING REGULATIONS AFFECTING THE DESIGN REVIEW BOARD; AND REPEALING MPMC SECTIONS RELATING TO CERTAIN CITY COMMISSIONS, BOARD, AND COMMITTEES.

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

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

- A. The City Council continues to take steps for improving the manner in which persons are appointed to various commissions, boards, and committees created by the Council and the Monterey Park Municipal Code ("MPMC");
- B. It is the City's intent to make the appointment process more open and to encourage persons seeking to serve their community to seek appointment to the many available positions;
- C. This ordinance will reconcile the City's long-standing appointment policies and procedures with the regulations set forth in the MPMC.

SECTION 2: MPMC Chapter 2.82 is amended in its entirety to read as follows:

"Chapter 2.82

**GENERAL REQUIREMENTS FOR CITY
COMMISSIONS, BOARDS, AND COMMITTEES**

§ 2.82.10 Purpose.

This chapter is adopted for the purpose of setting forth the enabling provisions establishing the City's various bodies, boards, and commissions (collectively "committees") that assist the city council in conducting public business and prescribing the manner in which persons may be appointed to such committees. Additional committees may be created by city council resolution.

§ 2.82.20 Compensation.

The city council may, by resolution, determine whether, and in what

amount, compensation will be provided for members of the committees established by this division. Without a city council resolution establishing compensation, it is conclusively presumed that no compensation is to be provided.

§ 2.82.30 Further provisions.

- A. Member qualifications and/or committee duties or responsibilities may be revised or amended by city council resolution.
- B. Members of the Library Board; Traffic Commission; and Personnel Board are not subject to this Chapter.
- C. Persons serving on one committee cannot simultaneously serve on another committee.

§ 2.82.40 Membership.

- A. Unless otherwise provided, committees established pursuant to this division consist of five (5) members who are appointed individually, one per city council member, in the manner provided by this chapter. Three (3) members constitute a quorum. The city manager may designate an ex-officio staff person to serve as secretary and custodian of records who will not have a vote.
- B. Unless otherwise provided, during their incumbency all members must be, and remain, a resident in fact of the city. Residency will be verified annually by the city clerk's office. Should any member cease to be a city resident, that office is deemed vacant and the term of such member terminated. The secretary will notify the city council and the city clerk of such termination as soon as administratively possible.
- C. Convicted felons cannot serve on committees.

§ 2.82.50 Terms of Office.

- A. Unless otherwise provided by law or resolution, each member may serve for a one year term. No person may serve more than eight consecutive terms on the same commission. If an individual separates from serving on a board or commission, such person cannot be reappointed to the same board or commission for at least twelve consecutive months. A person cannot serve on more than one board or commission at the same time.
- B. Unless otherwise provided, all committee members will serve until a

successor is qualified and appointed.

§ 2.82.60 Appointment Procedures.

- A. Persons seeking appointment to a committee should file applications, in a form prescribed by the city clerk, or designee, to the city clerk's office.
- B. Unless otherwise provided, each councilmember may appoint one person to a particular board or commission. Persons nominated by a councilmember are announced at a council meeting, but the nomination does not require ratification by council action.
- C. Every term begins May 1 and ends April 30 of the following year.

§ 2.82.70 Removal by City Council.

Notwithstanding any other provision of this chapter, all members serve at the pleasure of the appointing city council member and may be removed by that council member at any time.

§ 2.82.80 Organization.

- A. Each May, a committee will annually organize and elect a chairperson and vice-chairperson from its membership for a one-year term. In the chairperson's or vice-chairperson's absence or disability, the committee may designate a chairperson or vice-chairperson pro tempore.
- B. Regular meetings may be held on a day and time established by committee resolution and may be amended from time to time.
- C. Committees may establish a procedure for calling special meetings and may also adopt application requirements, meeting procedures, and other reasonable rules and regulations for conducting business. Minutes must be kept of all meetings and the secretary will deliver copies of minutes to the city clerk for filing.
- D. Committees may designate one (1) of its members, or a subcommittee composed of not more than two (2) members, to study, review, consider, or make recommendations concerning any matter within the committee's purview.

§ 2.82.90 Nonattendance.

- A. Unless otherwise provided, if a committee member fails to attend

three (3) consecutive meetings, unless excused for cause by the committee chairperson, that member's office is deemed vacant and the member's term ended. The committee secretary must immediately notify the city council and city clerk of such termination.

- B. Any member of any city commission, board or committee appointed by a city council member, and terminated from said commission, board or committee for absences, whether excused or unexcused, cannot be nominated for appointment to any city commission, board or committee for a period of twelve months after said termination became effective.

§ 2.82.100 Vacancy.

If a vacancy occurs other than term expiration, notice must be given to the city council and city clerk. The appointing city council member may appoint a new member in accordance with this chapter for the remaining portion of the term, subject to the Maddy Act (Government Code §§ 54970, *et seq.*); any partial term of service will count as a full year toward the term of office."

SECTION 3: Design Review Board. MPMC § 2.78.010 is amended in its entirety to read as follows:

"2.78.010 Created.

There is created and established a design review board. The design review board will ensure the high quality of design standards in building and development projects, as well as making recommendations on materials and construction requirements of the City's building code. Members of the design review board may either be residents of the city or persons maintaining a business license in the city and it is recommended members have a background as an architect, planner, landscape architect, civil engineer building contractor, or a practicing licensed electrician."

SECTION 4: Repeal and dissolution of Committees in MPMC. The following chapters are repealed and, except as established by separate City Council resolution pursuant to MPMC Chapter 2.82, the respective committees are dissolved: Chapter 2.60 (Recreation and Park Commission); Chapter 2.62 (Historical-Heritage Commission); Chapter 2.64 (Community Relations Commission); Chapter 2.66 (Commission on Aging); Chapter 2.68 (Board of Parking Place Commissioners); Chapter 2.72 (Community Redevelopment Agency); Chapter 2.76 (Modification Committee); Chapter 2.92 (Art and Culture Commission); Chapter 2.94 (Economic Development Advisory Commission); Chapter 2.96 (Environmental Commission); and § 5.82.120 (BIDAC Advisory

Commission).

SECTION 5: *Planning Commission Membership.* MPMC § 2.56.020 is repealed regarding Planning Commission membership. The number of planning commissioners, and the method of appointment, will be governed by MPMC Chapter 2.82 as amended by this Ordinance.

SECTION 6: *Preservation.* Repeal or amendment of any provision of the MPMC, or any other City resolution or ordinance herein will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 7: *Environmental Review.* This ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, *et seq.*) because it consists only of revisions and clarifications to existing codes and procedures regarding appointing persons to City commissions, boards, and committees. Adoption of this ordinance will not have the effect of deleting or substantially changing any regulatory standards or required findings.

SECTION 8: *Severable.* If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 9: *Certification.* The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the city of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 10: *Effective Date.* This Ordinance will take effect on the 31st day following its final passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 20__.

Teresa Real Sebastian,
Mayor

ATTEST:

Vincent Chang,
City Clerk

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

By: _____
Karl H. Berger,
Assistant City Attorney

STAFF REPORT City of Monterey Park

DATE: JULY 3, 2013

TO: PAUL TALBOT, CITY MANAGER

**FROM: ROBERT QUINTERO, INTERIM DIRECTOR OF PUBLIC WORKS /
COMMUNITY DEVELOPMENT**

SUBJECT: POTHOLE REPAIR TRUCK - PURCHASE

The 2013 mid-year budget included \$200,000 for the purchase of a new pothole repair truck to be used by the Public Works Department to repair potholes and perform small asphalt patches throughout the City on a daily basis.

DISCUSSION:

The Public Works Department's mid-year budget included the purchase of a new pothole repair truck for a one-man pothole repair operation. This specialized truck is outfitted with a 3-cubic-yard hot asphalt bin, spoils/rock and sand bins, propane heated emulsion tank, air compressor, hydraulic controls, locking tool storage, vibrating plate and drum roller, work lights and LED warning lights. This truck will eliminate the need for multiple vehicles and personnel to perform pothole repairs. Most importantly, since the truck can store and keep the asphalt heated and ready placement all day, the pothole repairs will be much more durable in the future.

The pothole repair truck will operate on propane, which is 50-60 percent less costly than regular fuel and widely accepted by the AQMD (Air Quality Management District) and CARB (California Air Resources Board) for lower emissions. Currently, various agencies have rebates/incentives available for alternative fuel powered vehicles which are available to the City of Monterey Park.

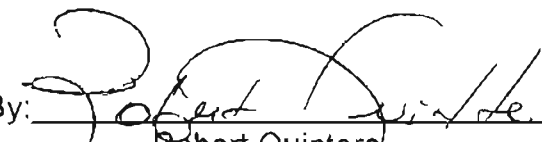
The pothole repair truck will be purchased and assembled in two steps, taking advantage of discounted (bulk purchase) pricing available to the city under a joint purchasing program. Under joint purchase, participating agencies can acquire goods and services at the lowest prices possible through volume discount without repeating the bid process. Joint purchase is a permitted purchasing method under Monterey Park Municipal Code Section 3.20.050. Therefore, staff will purchase the truck cab/chassis from Downtown Ford (contracted by the State of California) for \$78,069.18, and the asphalt patching equipment will be purchased from and assembled by PB Loader (National Joint Powers Alliance contract vendor) for \$121,848.00, resulting in a savings to the City of \$11,000.

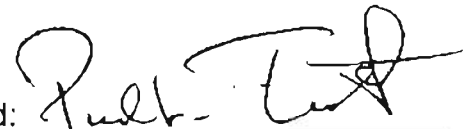
FISCAL IMPACT:

The 2013 mid-year budget included \$200,000.00 for the purchase of a pothole repair truck (Account No. 0010-801-4211-54920).

RECOMMENDATION:

It is recommended that the City Council waive bidding requirements and authorize the City Manager, or designee, to purchase and assembly of a pothole repair truck from Downtown Ford and PB Loader, respectively, under a joint purchasing program.

By: 
Robert Quintero
Interim Director of Public Works /
Community Development

Approved: 
Paul Talbot
City Manager

STAFF REPORT

City of Monterey Park

DATE: July 3, 2013

TO: PAUL TALBOT, CITY MANAGER

FROM: ROBERT QUINTERO, INTERIM DIRECTOR OF PUBLIC WORKS

**SUBJECT: CITY HALL EXTERIOR AND PARKING STRUCTURE PAINT WORK
- AWARD OF CONTRACT**

The Community Development Department prepared bid specifications for the City Hall Exterior and Parking Structure Paint project. Staff has completed the bidding process and is recommending the award of contract to AJ Fistes Corporation in the amount of \$85,900.00.

DISCUSSION:

The project involves the repair and painting of the exterior walls, roof panels and fixtures of the City Hall building and the abutting parking structure.

On June 11, 2013, staff received a total of 11 bids. A summary of the bids is as follows:

RANK	BIDDER	BID AMOUNT
1	COLOR NEW COMPANY	\$46,800.00
2	AJ FISTES CORPORATION	\$85,900.00
3	PACIFIC CONTRACTORS GROUP	\$76,000.00
4	UMANA'S PAINTING	\$77,000.00
5	PIANA CONSTRUCTION & PAINTING	\$87,000.00
6	NEP PAINTING	\$93,000.00
7	CTG CONSTRUCTION	\$95,000.00
8	FIX PAINTING	\$95,993.00
9	ASTRO PAINTING	\$98,000.00
10	EVERLAST BUILDERS	\$107,000.00
11	PARAMOUNT PAINTING	\$120,000.00

The bid submitted by Color New Company was the lowest bid received. However, in a letter dated June 24, 2013 (attached), Color New Company requested that its bid be withdrawn in accordance with Public Contract Code Section 5103 due to clerical errors.

The bid submitted by AJ Fistes Corporation is the next lowest responsive bid from a responsible bidder. AJ Fistes' license was verified with the California State Contractor's License Board to be current, active and in good standing. Staff also checked the contractor's references and received positive feedback. AJ Fistes Corporation has performed paint work for numerous area school district buildings and other public agency facilities throughout Los Angeles County.

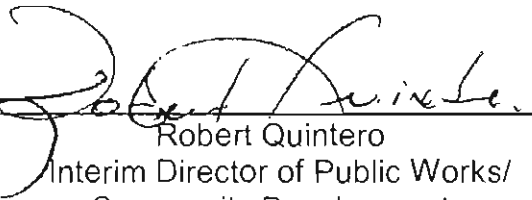
FISCAL IMPACT:

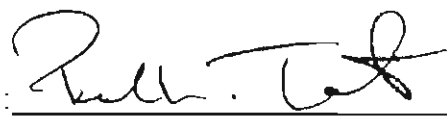
This project is funded with General Fund Capital Improvement Reserves (Account No. 0010-801-5002-96037) approved during the mid-year budget review process. Adding a 10% contingency for any unforeseen changes, the estimated total project cost is \$72,490.

RECOMMENDATION:

It is recommended that the City Council:

1. Award the contract for the City Hall Exterior and Parking Structure Paint Work to AJ Fistes Corporation in the amount of \$65,900.00;
2. Authorize the Public Works Director to approve construction change orders up to \$6,590 (up to 10% of construction contract amount) for this project; and,
3. Authorize the City Manager, or his designee, to execute the contract on behalf of the City.

By: 
Robert Quintero
Interim Director of Public Works/
Community Development

Approved: 
Paul Talbot
City Manager

ATTACHMENTS: Color New Letter & AJ Fistes Bid

Color New Co.
22938 Mariano St.
Woodland Hills, CA 91367
Phone: (818) 884-0856 Cell: (323) 854-9845 Fax: (818) 884-0217
colornewco@yahoo.com

June 24, 2013

City of Monterey Park
Rey Alfonso
City Hall and Parking Structure Paint Project
Bid Due: 6/11/13, 10:00am
Fax: 626-307-2500

To Whom It May Concern,

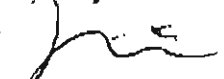
In accordance with PCC 5103, we hereby request to withdraw our bid for the project referenced above due to clerical errors.

Supplemental Information: When calculating the bid we failed to include material, overhead and profit and that's why we had to withdraw our bid before we got the bid results. Those numbers were on a separate sheet of paper and when adding them up we forgot to include them.

This was a clerical error that had nothing to do with the specifications or field conditions.

Sorry for the inconvenience and we hope that you will consider us on future projects.

Thank you.


Louie Loizu, Owner

SECTION C. BIDDERS PROPOSAL
(Entire section C shall be submitted with the bid)

BIDDER'S NAME:

Ad Fistes Corporation

In accordance with the City's Notice Inviting Sealed Bids, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of Monterey Park of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts of bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City's notice of award of contract to the BIDDER, the proceeds of the guarantee accompanying this bid shall become the property of the City and this bid and the acceptance hereof may, at the City's option, be considered null and void.

BID SCHEDULE

To the Monterey Park's City Council, herein called the "Council".

Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the work, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedule:

- Contractor will submittal all documents required to the Public Works Department within 10 calendar days of award of bid.

- The Contract Time will commence when the City issues a Notice to Proceed. The Work will start on the date specified in the Notice to Proceed and within a maximum of fifteen (15) calendar days after the date of the Notice to Proceed, and be diligently prosecuted to completion with the time provided in the Specifications.
- Contractor shall complete work within fifty-five (55) calendar days after the date specified in the Notice to Proceed.

TOTAL BID AMOUNT:

\$ 65,900.00 FOR MONTEREY PARK CITY HALL AND PARKING STRUCTURE PAINT PROJECT, Specification No. 815;

And

In Writing: Sixty Five Thousand Nine Hundred Dollars 00 Cents FOR MONTEREY PARK CITY HALL AND PARKING STRUCTURE PAINT PROJECT, Specification No. 815.

- The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.
- All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.

RESOLUTION NO.

A RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE TO WORK WITH THE LEAGUE OF CALIFORNIA CITIES IN PROVIDING ADEQUATE FUNDING AND TO PRIORITIZE WATER BONDS TO ASSIST LOCAL GOVERNMENT IN WATER CONSERVATION, GROUND WATER RECHARGE AND REUSE OF STORMWATER AND URBAN RUNOFF PROGRAMS

WHEREAS, local governments play a critical role in providing water conservation, ground water recharge and reuse of stormwater infrastructure, including capture and reuse of stormwater for their citizens, businesses and institutions; and

WHEREAS, local governments support the goals of the Clean Water Act to ensure safe, clean water supply for all and the U.S. Environmental Protection Agency has encouraged local governments to implement programs to capture, infiltrate and treat stormwater and urban runoff with the use of low impact development ordinances, green street policies and programs to increase the local ground water supply through stormwater capture and infiltration programs; and

WHEREAS, local governments also support the State's water quality objectives, specifically Section 13241of the Porter-Cologne Water Quality Control Act, on the need to maximize the use of reclaimed and water reuse and the Regional Water Quality Control Boards and the State Water Resources Board encourage rainwater capture efforts; and

WHEREAS, the State's actions working through the water boards, supported by substantial Federal, State and local investments, have led to a dramatic decrease in water pollution from wastewater treatment plants and other so-called "point sources" since 1972. However, the current threats to the state's water quality are far more difficult to solve, even as the demand for clean water increases from a growing population and an economically important agricultural industry; and

WHEREAS, the State's Little Hoover Commission found in 2009 that more than 30,000 stormwater discharges are subject to permits regulating large and small cities, counties, construction sites and industry. The Commission found that a diverse group of water users – the military, small and large businesses, home builders and local governments and more – face enormous costs as they try to control and limit stormwater pollution. The Commission concluded that the costs of stormwater clean up are enormous and that the costs of stormwater pollution are greater, as beach closures impact the state's economy and environmental damage threatens to impair wildlife; and

WHEREAS, at the same time that new programs and projects to improve water quality are currently being required by the U.S. EPA and the State under the National Pollution Discharge Elimination System (NPDES) permits and the Total Daily Maximum Load (TMDL) programs, many local governments find that they lack the basic infrastructure to capture, infiltrate and reuse stormwater and cities are facing difficult economic challenges while federal and state financial assistance has been reduced due to the impacts of the recession and slow economic recovery and;

WHEREAS, cities have seen their costs with the new NPDES permit requirements double and triple in size in past year, with additional costs anticipated in future years. Additionally, many local businesses have grown increasingly concerned about the costs of retrofitting their properties to meet stormwater and runoff requirements required under the NPDES permits and TMDL programs; and

WHEREAS, the League of California Cities adopted water polices in March of 2012, recognizing that the development and operation of water supply, flood control and storm water management, among other water functions, is frequently beyond the capacity of local areas to finance and the League found that since most facilities have widespread benefits, it has become the tradition for federal, state and local governments to share their costs (XIV, Financial Considerations); and the League supports legislation providing funding for stormwater and other water programs; and

WHEREAS, the Governor and the Legislature are currently contemplating projects for a water bond and a portion of the bond could be directed to assist local government in funding and implementing the goals of the Clean Water Act and the State's water objectives of conserving and reusing stormwater in order to improve the supply and reliability of water supply.

RESOLVED, at the League General Assembly, assembled at the League Annual Conference on September 20, 2013, in Sacramento, that the League calls for the Governor and the Legislature to work with the League and other stakeholders to provide adequate funding to water conservation, ground water recharge and capture and reuse of stormwater and runoff in the water bond issue and to prioritize future water bonds to assist local governments in funding these programs. The League will work with its member cities to educate federal and state officials to the challenges facing local governments in providing for programs to capture, infiltrate and reuse stormwater and urban runoff.

BE IT FURTHER RESOLVED, the City Clerk shall communicate this action of the City Council to the League of California Cities, 1400 K Street Suite 400, Sacramento, CA 95814 • Phone: (916) 658-8200 • Fax: (916) 658-8240.

Teresa Real Sebastian
Mayor
Monterey Park, California

ATTEST:

Vincent D. Chang, City Clerk
Monterey Park, California

Resolution No. _____

Page 3

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

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 3rd day of July, 2013, by the following vote:

Ayes:

Noyes:

Absent:

Abstain:

Dated this 3rd day of July, 2013

Vincent D. Chang, City Clerk
Monterey Park, California

Staff Report City of Monterey Park

New Business
Agenda Item 8

DATE: July 3, 2013

TO: Paul Talbot, City Manager
FROM: Dan Costley, Recreation and Community Services Director
SUBJECT: Chamber of Commerce Lease of El Encanto

Staff is recommending the City Council authorize the City Manager to execute an agreement, in a form approved by the City Attorney, to continue to allow the Monterey Park Chamber of Commerce to lease El Encanto for \$350 per month for a term of one year.

DISCUSSION

At the February 6, 2013 City Council meeting, the Council approved an agreement that allowed the Chamber of Commerce to lease El Encanto for six months from the City at a cost of \$350 per month (Attachment A). In that time frame, the Chamber of Commerce was to pay off its past due rent from the previous agreement, ensure the interior of the building was being maintained, and make sure that all heavy items were to be moved down from the second floor. After initially falling behind on its payments, the Chamber has paid its past due rent, as well as its monthly rent, as of the writing of this staff report (June 25, 2013); it also maintained the interior of the building. At this date, it has not removed the heavy items from the second floor, but indicated this will be completed prior to July 3rd.

Originally constructed in 1928, El Encanto was rededicated in February 1994 after its renovation with State of California Historic Grant Funds, which limits its possible uses. The building is approximately 1,300 square feet, including the main room, two small rooms, a kitchen and restrooms. The City has leased the building to the Monterey Park Chamber of Commerce for its business office since 1995.

The proposed agreement (Attachment B) is almost identical to the current agreement, except the proposed term is for one year (August 1, 2013 to July 31, 2014). The agreement continues to disallow the use of the building for outside groups - this restriction does not apply to any event that the Chamber of Commerce sponsors, so it is still able to do its Business to Business lunches, meetings, trainings and social events. In addition, the building will still be available for delegation visits, and the general public can come in during regular business hours to see the building.

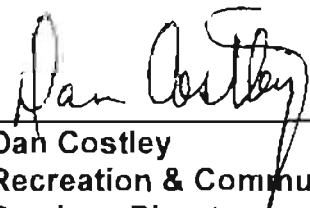
The Chamber of Commerce will continue to work with City staff to maintain the historic nature of the building, including office furnishings, photographs, and decorations. The Chamber of Commerce will be responsible for all interior maintenance issues, except for the sealing of floor tiles, the buffing of floors, and the 'high dusting' of the ceiling. The City will be responsible for the maintenance of the grounds.

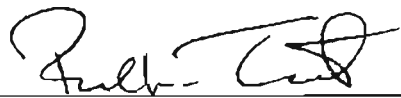
FISCAL IMPACT

The rent will remain at \$350 per month (\$4,200 per year), so there will be no change in revenue. It is expected there will continue to be a substantial decrease in overall maintenance costs associated with operating the building, because of the decreased use.

RECOMMENDATION

1. It is recommended the City Council authorize the City Manager to execute a lease in a form approved by the City Attorney with the Monterey Park Chamber of Commerce; and
2. Take such additional, related, action that may be desirable.

By: 
Dan Costley
Recreation & Community
Services Director

Approved: 
Paul Talbot
City Manager

**LEASE BETWEEN THE
CITY OF MONTEREY PARK AND
THE MONTEREY PARK CHAMBER OF COMMERCE**

This Lease is made as of the sixth day of February 2013, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY"), and MONTEREY PARK CHAMBER OF COMMERCE, an IRC 501(c)(6) non-profit organization ("CHAMBER"). Collectively, CITY and CHAMBER are referred to as the "Parties."

1. LEASE; DESCRIPTION OF PROPERTY.

CITY leases CHAMBER to use, on the terms and conditions set forth below, real property identified in attached Exhibit "A," which is incorporated by reference, and more generally described as Jardin El Encanto located at 700 El Mercado Avenue ("Property").

2. TERM.

The initial term of this Agreement will be for six (6) months, until July 31, 2013, unless terminated earlier as provided by this Agreement.

3. RENT.

On the first day of each and every month during the Term, CHAMBER agrees to pay CITY as "Base Rent" for the Property, the sum of Three hundred and fifty dollars (\$350.00) per month.

4. LIMITATIONS ON USE.

A. It is expressly agreed that the Property is leased to CHAMBER solely and exclusively for the following purposes:

- i. General Office Uses of CHAMBER. "General Office Uses of CHAMBER" means such activities that are customarily associated with the operation of tenant's business, including the hiring and staffing of employees, the admittance of invitees and/or licensees, and general office administration. Events co-hosted by the Chamber of Commerce that benefit the business and residential community, such as Business Seminars and Election Debates, shall also be allowed.
- ii. Operation and management of the Property for Civic Uses. "Civic Uses" means the conducting of visitor tours.

B. No other use is permitted on the Property without the written consent of CITY, which may be withheld in CITY's sole and absolute discretion.

C. CHAMBER accepts the Property "as is"; CITY does not have any obligation to repair, improve, or otherwise incur any expense with regard to improving the Property unless otherwise provided in this Agreement. CHAMBER acknowledges that CITY has not made any representation or warranty whatsoever as to the condition of the Property. CITY must not be liable for any latent or patent defects in or about the Property. CHAMBER hereby waives all other express or implied warranties or representations regarding any latent or patent defects in the Property.

D. Except as otherwise provided by this Agreement, CHAMBER, at its own cost, is responsible for upgrading and maintaining the Property.

E. Improvement projects may be added to this Agreement upon the Party's mutual consent. Title to all such improvements at the Property, which are approved by CITY, will vest in CITY and must remain on the Property when this Agreement terminates.

5. ADDITIONAL LIMITATIONS ON USE.

A. The main hall of the building depicted on attached Exhibit "D," and incorporated by reference, must maintain its historic fabric including the display of historical items and all furniture.

B. The room labeled "small room" on attached Exhibit "D" may be occupied by CHAMBER's staff and used for the operation of CHAMBER's business only.

C. The upper level of the Property must only be used as a secondary office and for the storage of light objects. **No heavy objects can be stored upstairs, nor must any meetings and/or tours be conducted on the upper level.**

D. CHAMBER must outfit the Property, including desks, tables, chairs and lighting, in a manner that is consistent with the historical character and design of the Property.

E. **No item can be permanently attached to any interior or exterior wall** of the Property without the prior written consent of CITY.

6. USES PROHIBITED.

A. The Parties recognize that the Property is an important historical landmark for the City of Monterey Park and was originally built for the benefit of the public. Therefore, **CHAMBER cannot do or permit anything to be done in or about the Property which will in any way obstruct, interfere or otherwise destroy the historical nature of the Property** and its availability to the public for visitation (except during Chamber special

events) including, without limitation:

- i. re-decorating and/or re-furnishing the Property in a manner that in any way alters or destroys the historical character of the Property, without the written consent of CITY;
- ii. making alterations to the structure of the Property
- iii. impeding and/or preventing the availability of the Property to the public during the Public Hours (as defined below), refusing to accept appointment during the Mandatory Appointment Hours (as defined below), or failing to observe the hours of operation; or
- iv. with the exception of Display/Sale Items approved by CITY, the sale of any other merchandise, food, or beverages. CHAMBER will take such steps as CITY may require to prevent any such interference, obstruction, or destruction.

B. CHAMBER cannot use or allow the Property to be used in violation of any applicable law, regulation or ordinance, nor must CHAMBER cause, maintain or permit any nuisance in or about the Property.

C. CHAMBER cannot commit or cause to be committed any waste in or upon the Property.

D. CHAMBER cannot do or permit anything to be done in or about the Property that in any way increases the existing rate of any fire or other insurance, or that causes a cancellation of any insurance policy covering the Property or any part of them or any of the contents thereof, or which constitutes an activity specifically excluded from any insurance policy covering the Property.

7. CHAMBER'S OPERATION OF BUSINESS.

CHAMBER must allow the following, subject to the Rules and Regulations:

A. Notwithstanding the continued operation of CHAMBER's business, the Property must be open for visitation by the general public, without the requirement of an appointment and at no charge, during regular office hours as determined – and posted for public viewing – by CHAMBER (the "Public Hours").

B. CHAMBER **must** adequately staff its business with sufficient employees, and conduct CHAMBER's business at all times in a lawful manner.

8. MAINTENANCE QUALITY.

CITY's designees may, at any reasonable time and without notice, enter the Property to determine if satisfactory maintenance is being performed. If the quality of maintenance is unreasonable, CITY will provide written notice to LESSEE, which includes the specific nature of the complaint. Should LESSEE fail to improve and sustain quality maintenance within thirty (30) days of CITY's notice, CITY may enter upon the Property and perform such maintenance. LESSEE will promptly reimburse CITY for the cost of maintenance, plus ten percent (10%) for CITY's administrative overhead.

9. HAZARDOUS WASTE.

CITY has not, nor, to CITY's knowledge, has any third party used, generated, stored, or disposed of, or permitted the use, generation, storage, or disposal of, any hazardous material (as defined below) on, under, or within the Property in violation of any law or regulation. LESSEE agrees that it will not use, generate, store, or dispose of any hazardous material (as defined below) on, under, or within the Property in violation of any law or regulation. LESSEE agrees to defend and indemnify CITY, as provided in this Lease, against all losses, liabilities, claims, and/or costs arising from any breach by LESSEE of any warranty or agreement contained in this section. As used in this section, "hazardous material" means any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

10. UTILITIES AND TAXES.

A. CITY will pay for all water, gas, power, and other utilities, including the monthly monitoring and maintenance fees for the security system serving the Property, used by CHAMBER on or in connection with the Property from and after the delivery of possession thereof by CITY until the expiration or earlier termination of the Term subject to any modification respecting such responsibilities may be provided in the Amendment, if any.

B. CHAMBER, at its sole cost and expense, must pay for all telephone costs incurred during the Term.

C. CHAMBER is informed by CITY pursuant to Revenue and Taxation Code § 107.6 that its property interest in the Property may be subject to property taxation if created and that CHAMBER may be subject to the payment of property taxes levied on its interest. CHAMBER may not deduct such amount from Payments to CITY.

D. CHAMBER must pay all taxes charged against trade fixtures, furnishings, equipment

or any other personal property belonging to CHAMBER. CHAMBER must have personal property taxed separately from the Property. If any taxes on CHAMBER's personal property are levied against CITY or CITY's property, or if the assessed value of the Property is increased by the inclusion of a value placed on CHAMBER's personal property, and if CITY pays the taxes on any of these items or the taxes based on the increased assessment of these items, CHAMBER, on demand, must immediately reimburse CITY, as Additional Rent, for the sum of the taxes levied against CITY, or the proportion of the taxes resulting from the increase in landlord's assessment. CITY must have the right to pay these taxes regardless of the validity of the levy.

11. MAINTENANCE AND REPAIRS.

A. By accepting occupancy CHAMBER agrees that the Property is in a clean and sanitary condition and good state of repair, and in a condition suitable for the use authorized under this Lease.

B. CITY must maintain in good order, condition and repair all exterior portions of the Property, including landscaping, except for any repair necessitated by the wrongful act of CHAMBER or its agents, employees or invitees. CITY must bear all costs associated with such maintenance.

C. Except as otherwise provided, CHAMBER, at its sole cost and expense, must keep and maintain the interior portion of the Property, including and without limitation, all facilities appurtenant to the Property and the interior surface of exterior walls, windows, window frames, doors, door frames, locks, plate glass, interior ceiling, all electrical equipment including all light fixtures and all sign fixtures and sign panels, in a clean and wholesome condition, free of any objectionable noise, odors or nuisances. All health and police regulations applicable to the Property must, in all respects and at all times, be fully complied with by CHAMBER.

D. CHAMBER must report to CITY and/or any designee of CITY identified in writing to CHAMBER by CITY any damage to the Property within twenty-four (24) hours of discovery of the damage. CHAMBER must not make any repairs to, or enter into a contract for the repair of, the Property without the prior approval of CITY. CHAMBER must bear all costs associated with the repair of any interior portion of the Leased Premise during the Term.

E. In the event CHAMBER fails to make repairs and/or perform janitorial services and maintain the interior of the Property or any part thereof in good order and condition, CITY may give CHAMBER ten (10) days notice to do such acts as are reasonably required to so maintain the Property. In the event CHAMBER fails to promptly commence such work within said ten (10) day period and diligently prosecute same to completion, then CITY must have the right, but not the obligation, to do such acts and expend such funds at the expense of CHAMBER as are reasonably required to perform

such work. Any amount so expended, together with interest thereon at the Default Rate from the date of payment by CITY until the date of repayment by CHAMBER must be paid by CHAMBER as Additional Rent. CITY must have no liability to CHAMBER for any damage, inconvenience or interference with the use of the Property by CHAMBER as a result of performing any such work.

F. Except as explicitly stated by this Lease, CITY does not have any maintenance obligation whatsoever with respect to the Property. Notwithstanding the foregoing, CITY, at its sole cost and expense, is responsible for the following interior maintenance of the Property:

- i. biannual sealing of the floor tiles;
- ii. annual dusting of the ceiling; and
- iii. the biannual buffing of the floors.

12. ALTERATION OF PROPERTY.

CHAMBER cannot make any alterations or additions to the Property, including the painting, renovating, or redecorating of the Property, nor make any contract thereof without first procuring CITY's written consent. Any proposal by CHAMBER to make any alterations or additions to the Property must be accompanied by detailed plans (the "Plans") depicting the proposed work, and CHAMBER may not proceed with any such work unless and until CHAMBER has received written authorization from CITY to proceed with the work depicted in the Plans and CHAMBER has acquired all required governmental approvals, including building permits, for the alteration of the Property.

13. INSURANCE.

CHAMBER will procure and maintain insurance of the type, for the period, with the coverages and limits, and in accordance with the terms, conditions, and requirements that follow:

- A. CHAMBER will provide Commercial General Liability, Broad Form General Liability and Business Automobile Liability insurance that meet or exceed the requirement of ISO Forms GL0002, GL0404 and CA0001, Code 1, respectively, in the most current State of California approved forms, in connection with CHAMBER's performance in the amount of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage for each policy coverage.
- B. Commercial General Liability, Broad Form General Liability and

Business Automobile Liability policies required in this Lease will be endorsed to name CITY, its officials, volunteers, and employees as "additional insureds" under said insurance coverage, to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto, and to state that the policy(ies) will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.

C. CHAMBER will furnish to CITY a certificate of insurance, in the standard form required by CITY, duly authenticated, evidencing maintenance of the insurance required under this Lease and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least an A.M. Best Company Rating of "A:VII."

14. ASSIGNMENT AND SUBLETTING.

CHAMBER cannot voluntarily or by operation of law assign, license, franchise, transfer, mortgage or otherwise encumber all or any part of CHAMBER's interest in this Lease or in the Property, and must not sublet, franchise, or license all or any part of the Property, without the prior written consent of CITY in each instance, and any attempted assignment, license, franchise, transfer, mortgage, encumbrance or subletting without such consent is wholly void.

15. HOLDOVER.

If CHAMBER holds possession of the Property after the initial term, or any option, expires, with CITY's written consent, CHAMBER will become a tenant from month-to-month at the fair market rental rate per month. Such tenancy will be subject to all of the terms and conditions of this Agreement.

16. TERMINATION.

A. CITY may terminate this Lease at any time with or without cause, upon written or oral notification. Unless otherwise provided, termination will be effective sixty (60) days after notification.

B. CHAMBER may terminate this Lease at any time in writing at least thirty (30) days before the effective termination date.

C. By executing this document, CHAMBER waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

D. Upon termination, CHAMBER will remove all personal property and improvements from the Property within thirty (30) days. The Property will be left in a clean and orderly

fashion.

17. CONDEMNATION.

If all or part of the Property is acquired by eminent domain or purchase in lieu thereof, CHAMBER acknowledges that it will have no claim to any compensation awarded for the taking of the Property or any portion thereof or for loss of or damage to CHAMBER's improvements.

18. RELOCATION BENEFITS.

CHAMBER hereby acknowledges that it has been informed that CITY is a public entity and that the Property has previously been acquired by CITY for a public purpose. CHAMBER further acknowledges that any rights acquired under this Lease arose after the date of acquisition of the Property and that said rights are subject to termination when the Property is needed by CITY. CHAMBER hereby acknowledges that at the time of said termination of this Lease by CITY, it will not be a "displaced person" entitled to any of the relocation assistance or benefits offered to displaced persons under State or Federal law.

19. NO PUBLIC PROJECT.

All rights given to CHAMBER pursuant to this Lease are for CHAMBER's use of the public property identified herein. Any trespass, use, or other utilization of private property by CHAMBER is done at its own risk; CHAMBER is not an agent of CITY and this Lease is not intended, nor should it be construed, to constitute a public project.

20. INDEMNIFICATION.

A. CHAMBER indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Lease, or its performance, except for CITY's sole active negligence. Should CITY be named in any suit, or should any claim be against it, by suit or otherwise, whether the same be groundless or not, arising out of this Lease, or its performance, pursuant to this Lease, CHAMBER will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify it for any judgment rendered against it or any sums paid out in settlement or otherwise.

B. For purposes of this section "CITY" includes CITY's elected and appointed officials, employees, agents, representatives, and volunteers.

C. CHAMBER expressly agrees that this hold harmless and indemnification provision is intended to be as broad and inclusive as is permitted by the law of the State of California

and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

D. It is expressly understood and agreed that the foregoing provisions will survive termination of this Lease.

E. The requirements as to the types and limits of insurance coverage to be maintained by CHAMBER, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CHAMBER pursuant to this Lease, including but not limited to the provisions concerning indemnification.

21. ENTRY BY CITY.

CITY's representatives may enter upon the Property at all reasonable times, provided that such right will not be exercised in such a manner as to unreasonably interfere with any business conducted by TENANT on the Property, unless otherwise mutually agreed upon. CITY may also make necessary repairs and, in an emergency, take any action needed to protect persons or property.

22. DAMAGE REPORTING.

All damages sustained to the Property must be brought to the attention of CITY and/or designee no later than twenty-four (24) hours after discovery of the damage by CHAMBER.

23. ADDITIONAL REMEDIES.

The rights of CITY under this Lease are cumulative to all other rights or remedies now or hereafter available to CITY at law or in equity.

24. SURRENDER.

By entering into this Lease, CHAMBER accepts the Property as being in good and sanitary order, condition and repair, except as noted in Exhibit C, and agrees on the last day of the Term, or sooner termination of this Lease, to surrender unto CITY the Property in the same condition as when received, reasonable use and wear excepted, and to remove all of the CHAMBER's personal property from the Property. CHAMBER must, upon the request of CITY, remove from the Property those trade fixtures and other improvements identified by CITY and installed in the Property by or at the direction of CHAMBER, if any, and CHAMBER must repair any damage occasioned by such removal.

25. NOTICES.

Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party will be in writing and will be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to

To CITY: City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754
Attn: Paul Talbot, City Manager
Attn: Dan Costley, Director Recreation & Community Services

With a copy to: Jenkins and Hogin
1230 Rosecrans Avenue #110
Manhattan Beach, California 90266
Attn: (Mark Hensley)

To CHAMBER: Monterey Park Chamber of Commerce
700 El Mercado Avenue
Monterey Park, California 91754
Attn: John Man

26. WAIVER OF BREACH.

Any express or implied waiver of a breach of any term of this Lease will not constitute a waiver of any further breach of the same or other term of this Lease.

27. AUTHORITY/MODIFICATION.

The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Lease and to engage in the actions described herein. This Lease may be modified by written amendment. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

28. SEVERABILITY.

If any provisions of this Lease are determined to be void by any court of competent jurisdiction, then such determination must not affect any other provision of this Lease and all such other provisions must remain in full force and

effect. It is the intention of the Parties that if any provision of this Lease is capable of two constructions, one of which would render the provision valid, then the provision must have the meaning which renders it valid.

29. RULES OF CONSTRUCTION.

Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

30. GOVERNING LAW.

This Lease has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Lease will be in Los Angeles County.

31. COUNTERPARTS.

This Lease may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

32. CAPTIONS.

The captions of the paragraphs of this Lease and the Exhibits attached hereto are for convenience only and must not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease.

33. INTEGRATION.

This instrument and its attachments constitute the sole agreement between CITY and CHAMBER respecting the Property and correctly sets forth the obligations of CITY and CHAMBER. Any Lease or representations respecting the Property, its leasing and licensing by CITY to CHAMBER not expressly set forth in this instrument are void. There is one attachment to this Lease.

34. AUTHORITY/MODIFICATION.

The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Lease and to engage in the actions described herein. This Lease may be modified by written amendment. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

IN WITNESS WHEREOF, CITY and CHAMBER have executed this Lease as of the date and year first above written.

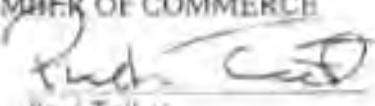
CITY

CHAMBER:

CITY OF MONTEREY PARK
CHAMBER OF COMMERCE

MONTEREY PARK

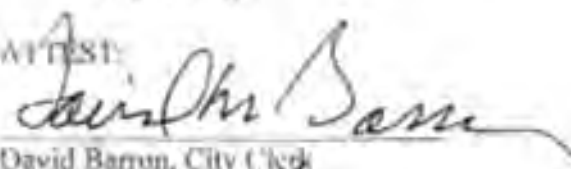
By


Paul Talbot
City Manager

By


John Man
President

ATTEST:


David Barron, City Clerk

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

By

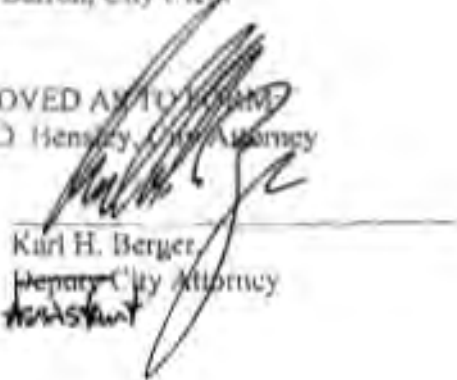

Karl H. Berger,
Deputy City Attorney

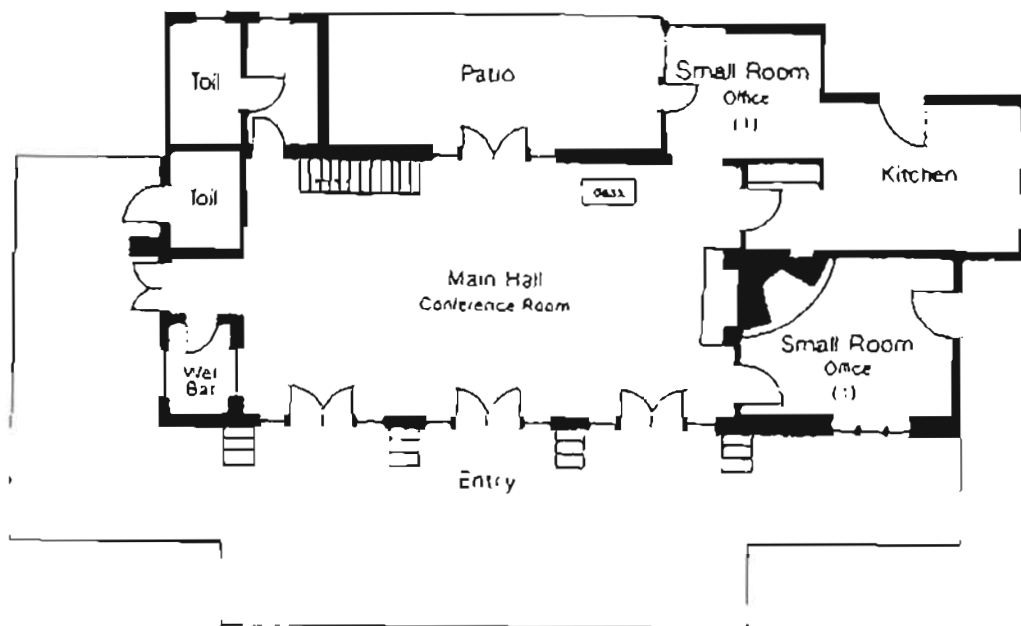
EXHIBIT "A"

THAT PORTION OF LOT 1, BLOCK 12, TRACT 8446, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 152 PAGES 1 THROUGH 3 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BOUNDED ON THE NORTHWEST BY A LINE PARALLEL WITH AND DISTANT 149.84 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES FROM THAT PORTION OF THE NORTHEASTERLY LINE OF SAID LOT, SHOWN ON SAID MAP AS HAVING A BEARING OF SOUTH 63 DEGREES 22 MINUTES 30 SECONDS EAST AND A DISTANCE OF 65 FEET, AND THE NORTHWESTERLY AND PROLONGATION OF SAID LINE, AND BOUNDED ON THE SOUTHWEST BY A LINE PARALLEL WITH AND DISTANT 149.76 FEET NORTHEASTERLY MEASURED AT RIGHT ANGLES FROM THAT PORTION OF THE SOUTHWESTERLY LINE OF SAID LOT, SHOWN ON SAID MAP AS HAVING A BEARING OF NORTH 63 DEGREES 22 MINUTES 30 SECONDS WEST AND A DISTANCE OF 65 FEET AND THE NORTHWESTERLY AND SOUTHEASTERLY PROLONGATION OF SAID LINE.

EXCEPT ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS, WHICH ARE NOW OR WHICH MAY HEREAFTER BE IN OR SAID PROPERTY.

EXHIBIT



LEGEND

○ Maximum Occupancy



Exhibit C

The CITY agrees to have the following items repaired:

- Southwest door – Bottom wooden panel needs to be replaced, matching the original door
- Center west door – Bottom of door scrapes – wood has expanded and is deteriorating
- Tiles near patio door, and in center of large room need grout.
- Kitchen cabinet – Bottom of cabinet is deteriorating.
- Repair/Replace the motors for the fountains in front of the building.

**LEASE BETWEEN THE
CITY OF MONTEREY PARK AND
THE MONTEREY PARK CHAMBER OF COMMERCE**

This Lease is made as of the first day of August 2013, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY"), and MONTEREY PARK CHAMBER OF COMMERCE, an IRC 501(c)(6) non-profit organization ("CHAMBER"). Collectively, CITY and CHAMBER are referred to as the "Parties."

1. LEASE; DESCRIPTION OF PROPERTY.

CITY leases CHAMBER to use, on the terms and conditions set forth below, real property identified in attached Exhibit "A," which is incorporated by reference, and more generally described as Jardin El Encanto located at 700 El Mercado Avenue ("Property").

2. TERM.

The initial term of this Agreement will be for one year, August 1, 2013 to July 31, 2014, unless terminated earlier as provided by this Agreement.

3. RENT.

On the first day of each and every month during the Term, CHAMBER agrees to pay CITY as "Base Rent" for the Property, the sum of Three hundred and fifty dollars (\$350.00) per month.

4. LIMITATIONS ON USE.

A. It is expressly agreed that the Property is leased to CHAMBER solely and exclusively for the following purposes:

i. General Office Uses of CHAMBER. "General Office Uses of CHAMBER" means such activities that are customarily associated with the operation of tenant's business, including the hiring and staffing of employees, the admittance of invitees and/or licensees, and general office administration. Events co-hosted by the Chamber of Commerce that benefit the business and residential community, such as Business Seminars and Election Debates, shall also be allowed.

ii. Operation and management of the Property for Civic Uses. "Civic Uses" means the conducting of visitor tours.

B. No other use is permitted on the Property without the written consent of CITY, which may be withheld in CITY's sole and absolute discretion.

C. CHAMBER accepts the Property "as is"; CITY does not have any obligation to repair, improve, or otherwise incur any expense with regard to improving the Property unless otherwise provided in this Agreement. CHAMBER acknowledges that CITY has not made any representation or warranty whatsoever as to the condition of the Property. CITY must not be liable for any latent or patent defects in or about the Property. CHAMBER hereby waives all other express or implied warranties or representations regarding any latent or patent defects in the Property.

D. Except as otherwise provided by this Agreement, CHAMBER, at its own cost, is responsible for upgrading and maintaining the Property.

E. Improvement projects may be added to this Agreement upon the Party's mutual consent. Title to all such improvements at the Property, which are approved by CITY, will vest in CITY and must remain on the Property when this Agreement terminates.

5. ADDITIONAL LIMITATIONS ON USE.

A. The main hall of the building depicted on attached Exhibit "D," and incorporated by reference, must maintain its historic fabric including the display of historical items and all furniture.

B. The room labeled "small room" on attached Exhibit "D" may be occupied by CHAMBER's staff and used for the operation of CHAMBER's business only.

C. The upper level of the Property must only be used as a secondary office and for the storage of light objects. **No heavy objects can be stored upstairs, nor must any meetings and/or tours be conducted on the upper level.**

D. CHAMBER must outfit the Property, including desks, tables, chairs and lighting, in a manner that is consistent with the historical character and design of the Property.

E. **No item can be permanently attached to any interior or exterior wall** of the Property without the prior written consent of CITY.

6. USES PROHIBITED.

A. The Parties recognize that the Property is an important historical landmark for the City of Monterey Park and was originally built for the benefit of the public. Therefore, **CHAMBER cannot do or permit anything to be done in or about the Property which will in any way obstruct, interfere or otherwise destroy the historical nature of the Property** and its availability to the public for visitation (except during Chamber special

events) including, without limitation:

- i. re-decorating and/or re-furnishing the Property in a manner that in any way alters or destroys the historical character of the Property, without the written consent of CITY;
- ii. making alterations to the structure of the Property
- iii. impeding and/or preventing the availability of the Property to the public during the Public Hours (as defined below), refusing to accept appointment during the Mandatory Appointment Hours (as defined below), or failing to observe the hours of operation; or
- iv. with the exception of Display/Sale Items approved by CITY, the sale of any other merchandise, food, or beverages. CHAMBER will take such steps as CITY may require to prevent any such interference, obstruction, or destruction.

B. CHAMBER cannot use or allow the Property to be used in violation of any applicable law, regulation or ordinance, nor must CHAMBER cause, maintain or permit any nuisance in or about the Property.

C. CHAMBER cannot commit or cause to be committed any waste in or upon the Property.

D. CHAMBER cannot do or permit anything to be done in or about the Property that in any way increases the existing rate of any fire or other insurance, or that causes a cancellation of any insurance policy covering the Property or any part of them or any of the contents thereof, or which constitutes an activity specifically excluded from any insurance policy covering the Property.

7. CHAMBER'S OPERATION OF BUSINESS.

CHAMBER must allow the following, subject to the Rules and Regulations:

A. Notwithstanding the continued operation of CHAMBER's business, the Property must be open for visitation by the general public, without the requirement of an appointment and at no charge, during regular office hours as determined – and posted for public viewing – by CHAMBER (the "Public Hours").

B. CHAMBER **must** adequately staff its business with sufficient employees, and conduct CHAMBER's business at all times in a lawful manner.

C.

8. MAINTENANCE QUALITY.

CITY's designees may, at any reasonable time and without notice, enter the Property to determine if satisfactory maintenance is being performed. If the quality of maintenance is unreasonable, CITY will provide written notice to LESSEE, which includes the specific nature of the complaint. Should LESSEE fail to improve and sustain quality maintenance within thirty (30) days of CITY's notice, CITY may enter upon the Property and perform such maintenance. LESSEE will promptly reimburse CITY for the cost of maintenance, plus ten percent (10%) for CITY's administrative overhead.

9. HAZARDOUS WASTE.

CITY has not, nor, to CITY's knowledge, has any third party used, generated, stored, or disposed of, or permitted the use, generation, storage, or disposal of, any hazardous material (as defined below) on, under, or within the Property in violation of any law or regulation. LESSEE agrees that it will not use, generate, store, or dispose of any hazardous material (as defined below) on, under, or within the Property in violation of any law or regulation. LESSEE agrees to defend and indemnify CITY, as provided in this Lease, against all losses, liabilities, claims, and/or costs arising from any breach by LESSEE of any warranty or agreement contained in this section. As used in this section, "hazardous material" means any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

10. UTILITIES AND TAXES.

A. CITY will pay for all water, gas, power, and other utilities, including the monthly monitoring and maintenance fees for the security system serving the Property, used by CHAMBER on or in connection with the Property from and after the delivery of possession thereof by CITY until the expiration or earlier termination of the Term subject to any modification respecting such responsibilities may be provided in the Amendment, if any.

B. CHAMBER, at its sole cost and expense, must pay for all telephone costs incurred during the Term.

C. CHAMBER is informed by CITY pursuant to Revenue and Taxation Code § 107.6 that its property interest in the Property may be subject to property taxation if created and that CHAMBER may be subject to the payment of property taxes levied on its interest. CHAMBER may not deduct such amount from Payments to CITY.

D. CHAMBER must pay all taxes charged against trade fixtures, furnishings, equipment

or any other personal property belonging to CHAMBER. CHAMBER must have personal property taxed separately from the Property. If any taxes on CHAMBER's personal property are levied against CITY or CITY's property, or if the assessed value of the Property is increased by the inclusion of a value placed on CHAMBER's personal property, and if CITY pays the taxes on any of these items or the taxes based on the increased assessment of these items, CHAMBER, on demand, must immediately reimburse CITY, as Additional Rent, for the sum of the taxes levied against CITY, or the proportion of the taxes resulting from the increase in landlord's assessment. CITY must have the right to pay these taxes regardless of the validity of the levy.

11. MAINTENANCE AND REPAIRS.

A. By accepting occupancy CHAMBER agrees that the Property is in a clean and sanitary condition and good state of repair, and in a condition suitable for the use authorized under this Lease.

B. CITY must maintain in good order, condition and repair all exterior portions of the Property, including landscaping, except for any repair necessitated by the wrongful act of CHAMBER or its agents, employees or invitees. CITY must bear all costs associated with such maintenance.

C. Except as otherwise provided, CHAMBER, at its sole cost and expense, must keep and maintain the interior portion of the Property, including and without limitation, all facilities appurtenant to the Property and the interior surface of exterior walls, windows, window frames, doors, door frames, locks, plate glass, interior ceiling, all electrical equipment including all light fixtures and all sign fixtures and sign panels, in a clean and wholesome condition, free of any objectionable noise, odors or nuisances. All health and police regulations applicable to the Property must, in all respects and at all times, be fully complied with by CHAMBER.

D. CHAMBER must report to CITY and/or any designee of CITY identified in writing to CHAMBER by CITY any damage to the Property within twenty-four (24) hours of discovery of the damage. CHAMBER must not make any repairs to, or enter into a contract for the repair of, the Property without the prior approval of CITY. CHAMBER must bear all costs associated with the repair of any interior portion of the Leased Premise during the Term.

E. In the event CHAMBER fails to make repairs and/or perform janitorial services and maintain the interior of the Property or any part thereof in good order and condition, CITY may give CHAMBER ten (10) days notice to do such acts as are reasonably required to so maintain the Property. In the event CHAMBER fails to promptly commence such work within said ten (10) day period and diligently prosecute same to completion, then CITY must have the right, but not the obligation, to do such acts and expend such funds at the expense of CHAMBER as are reasonably required to perform

such work. Any amount so expended, together with interest thereon at the Default Rate from the date of payment by CITY until the date of repayment by CHAMBER must be paid by CHAMBER as Additional Rent. CITY must have no liability to CHAMBER for any damage, inconvenience or interference with the use of the Property by CHAMBER as a result of performing any such work.

F. Except as explicitly stated by this Lease, CITY does not have any maintenance obligation whatsoever with respect to the Property. Notwithstanding the foregoing, CITY, at its sole cost and expense, is responsible for the following interior maintenance of the Property:

- i. biannual sealing of the floor tiles;
- ii. annual dusting of the ceiling; and
- iii. the biannual buffing of the floors.

12. ALTERATION OF PROPERTY.

CHAMBER cannot make any alterations or additions to the Property, including the painting, renovating, or redecorating of the Property, nor make any contract thereof without first procuring CITY's written consent. Any proposal by CHAMBER to make any alterations or additions to the Property must be accompanied by detailed plans (the "Plans") depicting the proposed work, and CHAMBER may not proceed with any such work unless and until CHAMBER has received written authorization from CITY to proceed with the work depicted in the Plans and CHAMBER has acquired all required governmental approvals, including building permits, for the alteration of the Property.

13. INSURANCE.

CHAMBER will procure and maintain insurance of the type, for the period, with the coverages and limits, and in accordance with the terms, conditions, and requirements that follow:

- A. CHAMBER will provide Commercial General Liability, Broad Form General Liability and Business Automobile Liability insurance that meet or exceed the requirement of ISO Forms GL0002, GL0404 and CA0001, Code 1, respectively, in the most current State of California approved forms, in connection with CHAMBER's performance in the amount of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage for each policy coverage.
- B. Commercial General Liability, Broad Form General Liability and

Business Automobile Liability policies required in this Lease will be endorsed to name CITY, its officials, volunteers, and employees as “additional insureds” under said insurance coverage, to state that such insurance will be deemed “primary” such that any other insurance that may be carried by CITY will be excess thereto, and to state that the policy(ies) will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.

C. CHAMBER will furnish to CITY a certificate of insurance, in the standard form required by CITY, duly authenticated, evidencing maintenance of the insurance required under this Lease and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least an A.M. Best Company Rating of “A:VII.”

14. ASSIGNMENT AND SUBLETTING.

CHAMBER cannot voluntarily or by operation of law assign, license, franchise, transfer, mortgage or otherwise encumber all or any part of CHAMBER’s interest in this Lease or in the Property, and must not sublet, franchise, or license all or any part of the Property, without the prior written consent of CITY in each instance, and any attempted assignment, license, franchise, transfer, mortgage, encumbrance or subletting without such consent is wholly void.

15. HOLDOVER.

If CHAMBER holds possession of the Property after the initial term, or any option, expires, with CITY’s written consent, CHAMBER will become a tenant from month-to-month at the fair market rental rate per month. Such tenancy will be subject to all of the terms and conditions of this Agreement.

16. TERMINATION.

A. CITY may terminate this Lease at any time with or without cause, upon written or oral notification. Unless otherwise provided, termination will be effective sixty (60) days after notification.

B. CHAMBER may terminate this Lease at any time in writing at least thirty (30) days before the effective termination date.

C. By executing this document, CHAMBER waives any and all claims for damages that might otherwise arise from CITY’s termination under this Section.

D. Upon termination, CHAMBER will remove all personal property and improvements from the Property within thirty (30) days. The Property will be left in a clean and orderly

fashion.

17. CONDEMNATION.

If all or part of the Property is acquired by eminent domain or purchase in lieu thereof, CHAMBER acknowledges that it will have no claim to any compensation awarded for the taking of the Property or any portion thereof or for loss of or damage to CHAMBER's improvements.

18. RELOCATION BENEFITS.

CHAMBER hereby acknowledges that it has been informed that CITY is a public entity and that the Property has previously been acquired by CITY for a public purpose. CHAMBER further acknowledges that any rights acquired under this Lease arose after the date of acquisition of the Property and that said rights are subject to termination when the Property is needed by CITY. CHAMBER hereby acknowledges that at the time of said termination of this Lease by CITY, it will not be a "displaced person" entitled to any of the relocation assistance or benefits offered to displaced persons under State or Federal law.

19. NO PUBLIC PROJECT.

All rights given to CHAMBER pursuant to this Lease are for CHAMBER's use of the public property identified herein. Any trespass, use, or other utilization of private property by CHAMBER is done at its own risk; CHAMBER is not an agent of CITY and this Lease is not intended, nor should it be construed, to constitute a public project.

20. INDEMNIFICATION.

A. CHAMBER indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Lease, or its performance, except for CITY's sole active negligence. Should CITY be named in any suit, or should any claim be against it, by suit or otherwise, whether the same be groundless or not, arising out of this Lease, or its performance, pursuant to this Lease, CHAMBER will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify it for any judgment rendered against it or any sums paid out in settlement or otherwise.

B. For purposes of this section "CITY" includes CITY's elected and appointed officials, employees, agents, representatives, and volunteers.

C. CHAMBER expressly agrees that this hold harmless and indemnification provision is intended to be as broad and inclusive as is permitted by the law of the State of California

and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

D. It is expressly understood and agreed that the foregoing provisions will survive termination of this Lease.

E. The requirements as to the types and limits of insurance coverage to be maintained by CHAMBER, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CHAMBER pursuant to this Lease, including but not limited to the provisions concerning indemnification.

21. ENTRY BY CITY.

CITY's representatives may enter upon the Property at all reasonable times, provided that such right will not be exercised in such a manner as to unreasonably interfere with any business conducted by TENANT on the Property, unless otherwise mutually agreed upon. CITY may also make necessary repairs and, in an emergency, take any action needed to protect persons or property.

22. DAMAGE REPORTING.

All damages sustained to the Property must be brought to the attention of CITY and/or designee no later than twenty-four (24) hours after discovery of the damage by CHAMBER.

23. ADDITIONAL REMEDIES.

The rights of CITY under this Lease are cumulative to all other rights or remedies now or hereafter available to CITY at law or in equity.

24. SURRENDER.

By entering into this Lease, CHAMBER accepts the Property as being in good and sanitary order, condition and repair, except as noted in Exhibit C, and agrees on the last day of the Term, or sooner termination of this Lease, to surrender unto CITY the Property in the same condition as when received, reasonable use and wear excepted, and to remove all of the CHAMBER's personal property from the Property. CHAMBER must, upon the request of CITY, remove from the Property those trade fixtures and other improvements identified by CITY and installed in the Property by or at the direction of CHAMBER, if any, and CHAMBER must repair any damage occasioned by such removal.

25. NOTICES.

Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party will be in writing and will be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to

To CITY: City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754
Attn: Paul Talbot, City Manager
Attn: Dan Costley, Director Recreation & Community Services

With a copy to: Jenkins and Hugin
1230 Rosecrans Avenue #110
Manhattan Beach, California 90266
Attn: (Mark Hensley)

To CHAMBER: Monterey Park Chamber of Commerce
700 El Mercado Avenue
Monterey Park, California 91754
Attn: John Man

26. WAIVER OF BREACH.

Any express or implied waiver of a breach of any term of this Lease will not constitute a waiver of any further breach of the same or other term of this Lease.

27. AUTHORITY/MODIFICATION.

The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Lease and to engage in the actions described herein. This Lease may be modified by written amendment. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

28. SEVERABILITY.

If any provisions of this Lease are determined to be void by any court of competent jurisdiction, then such determination must not affect any other provision of this Lease and all such other provisions must remain in full force and

effect. It is the intention of the Parties that if any provision of this Lease is capable of two constructions, one of which would render the provision valid, then the provision must have the meaning which renders it valid.

29. RULES OF CONSTRUCTION.

Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

30. GOVERNING LAW.

This Lease has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Lease will be in Los Angeles County.

31. COUNTERPARTS.

This Lease may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

32. CAPTIONS.

The captions of the paragraphs of this Lease and the Exhibits attached hereto are for convenience only and must not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease.

33. INTEGRATION.

This instrument and its attachments constitute the sole agreement between CITY and CHAMBER respecting the Property and correctly sets forth the obligations of CITY and CHAMBER. Any Lease or representations respecting the Property, its leasing and licensing by CITY to CHAMBER not expressly set forth in this instrument are void. There is one attachment to this Lease.

34. AUTHORITY/MODIFICATION.

The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Lease and to engage in the actions described herein. This Lease may be modified by written amendment. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

IN WITNESS WHEREOF, CITY and CHAMBER have executed this Lease as of the date and year first above written.

CITY:

CHAMBER:

CITY OF MONTEREY PARK
CHAMBER OF COMMERCE

MONTEREY PARK

By:

Paul Talbot
City Manager

By:

John Man
President

ATTEST:

David Barron, City Clerk

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

By:

Karl H. Berger,
Deputy City Attorney

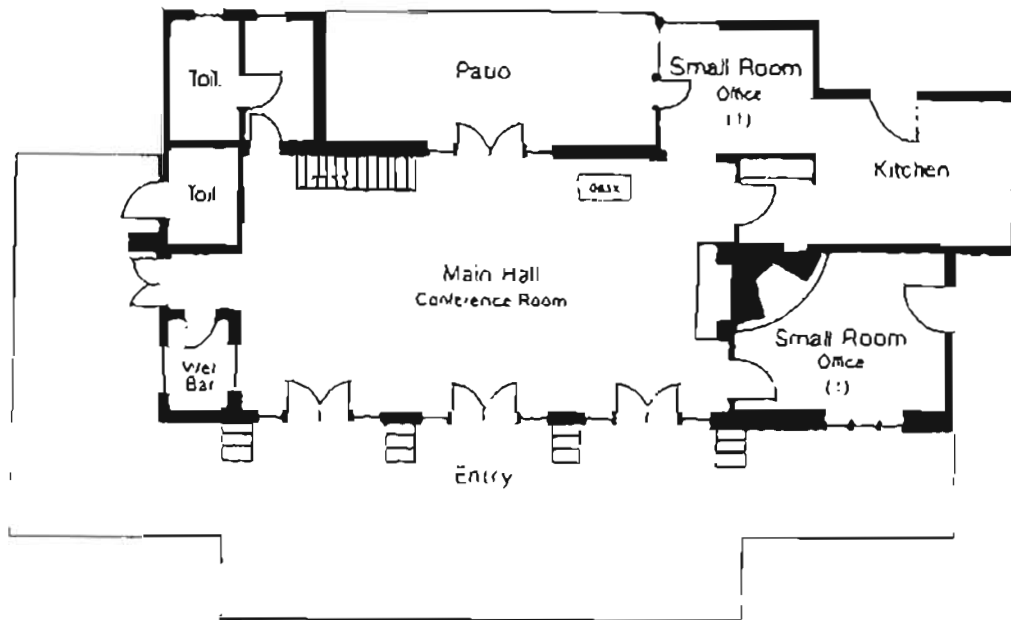
EXHIBIT "A"

THAT PORTION OF LOT 1, BLOCK 12, TRACT 8446, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 152 PAGES 1 THROUGH 3 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BOUNDED ON THE NORTHWEST BY A LINE PARALLEL WITH AND DISTANT 149.84 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES FROM THAT PORTION OF THE NORTHEASTERLY LINE OF SAID LOT, SHOWN ON SAID MAP AS HAVING A BEARING OF SOUTH 63 DEGREES 22 MINUTES 30 SECONDS EAST AND A DISTANCE OF 65 FEET, AND THE NORTHWESTERLY AND PROLONGATION OF SAID LINE, AND BOUNDED ON THE SOUTHWEST BY A LINE PARALLEL WITH AND DISTANT 149.76 FEET NORTHEASTERLY MEASURED AT RIGHT ANGLES FROM THAT PORTION OF THE SOUTHWESTERLY LINE OF SAID LOT, SHOWN ON SAID MAP AS HAVING A BEARING OF NORTH 63 DEGREES 22 MINUTES 30 SECONDS WEST AND A DISTANCE OF 65 FEET AND THE NORTHWESTERLY AND SOUTHEASTERLY PROLONGATION OF SAID LINE.

EXCEPT ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS, WHICH ARE NOW OR WHICH MAY HEREAFTER BE IN OR SAID PROPERTY.

EXHIBIT C



LEGEND

○ Maximum Occupancy



Exhibit C

The CITY agrees to have the following items repaired:

- Tiles near patio door, and in center of large room need grout.
- Kitchen cabinet – Bottom of cabinet is deteriorating.
- Repair/Replace the motors for the fountains in front of the building.

Staff Report City of Monterey Park

**New Business
Agenda Item 9**

DATE: July 3, 2013

TO: Paul Talbot, City Manager
FROM: Dan Costley, Recreation and Community Services Director
SUBJECT: New Publisher – Cascades Newspaper

Staff is recommending the City Council authorize the City Manager to execute an agreement, in a form approved by the City Attorney, to have the next ten issues (one year) of Cascades published by Barron Communications, at a cost of \$19,200

Barron Communications provided the least expensive proposal and provided evidence that they have the experience to handle all facets of publishing the City's newspaper.

DISCUSSION

In November 2012, Dick Terrill of Terrill Publications indicated to staff that his company would be relinquishing the contract with the City to publish the Cascades newspaper, sometime in 2013. In December 2012, request for Proposals were sent out to twenty-one potential bidders, with only one respondent submitting a bid in mid February – the Alhambra Chamber of Commerce, who publish 'Around Alhambra'. This proposal was rejected because the cost proposed was much higher than budgeted by the City and there were not any comparison prices.

In the spring, Mr. Terrill indicated the last issue of Cascades he would publish would be the July/August issue.

In May, staff revisited the specifications and widened the scope of prospective bidders in requesting new proposals – three companies responded: Alhambra Chamber of Commerce, Barron Communications, and Success Printing. Staff reviewed each proposal and felt each of the three companies is capable of producing the City's newspaper. As the attachment shows, Barron Communications has the lowest overall cost. These prices are based on a ten issue model (which is how many Terrill currently prints) with 4 issues with 12 pages (including the Recreation Classes) and 6 months with 8 pages. Including the cost of postage, which the City will continue to pay for, the total cost for the Cascades would be approximately \$50,200 for the year, which will result in a \$14,000 savings over the current year (advertising revenue is still an unknown factor at this time).

The publisher would have an opportunity to add pages to the publication if they can sell enough ads to support the pages and add more editorial content (subject to the City's approval).

There is also the option of cutting the publication down to six issues per year (every other month), with four of the issues being twelve pages, and two issues being eight pages; this would be supplemented with the City of Monterey Park E-news (Attachment B) that would provide more timely information to residents, between issues of the Cascades. Subscribing would only require entering an e-mail address on the City website. The cost of publishing six issues per year is \$12,800 to Barron Communications, plus an additional \$18,600 for distribution, for a combined cost of \$31,400 for the year.

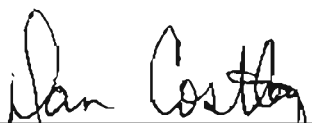
FISCAL IMPACT

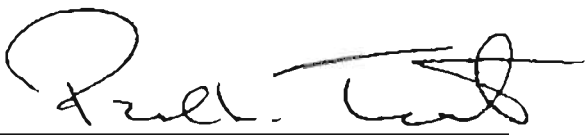
Currently the City pays approximately \$65,000 per year for ten issues of the newspaper to be published and mailed/distributed to 22,000 residents and businesses.

- A) Ten issues for a year would be approximately \$50,200.
- B) Six issues for a year would be approximately \$31,400.

RECOMMENDATION

1. Consider authorizing the City Manager to execute an agreement, in a form approved by the City Attorney, with Barron Communications to publish the Cascades newspaper for the term of one year.
2. Select the number of issues to be printed.
3. Take such additional, related, action that may be desirable.

By: 
Dan Costley
Recreation & Community
Services Director

Approved: 
Paul Talbot
City Manager

	Cost Comparison			
	Alhambra	Barron Communications	Success	
10 issues (6 months, 8 pages & 4 months, 12 pages	\$43,000	\$19,200	\$29,100	
Total Cost of the newspaper, including postage of \$31,000	\$74,000	\$50,200	\$60,100	
Advertising percentages	10% to City, 90% to Publisher Consider school payments part of advertising	10% to City, 90% to Publisher, with the schools 50/50	20% to City and 80% to Publisher up to \$5,000, with a 15%/85% split above \$5,000	
	Ability to Produce the Paper			
	Have produced Around Alhambra since December 1995, a full color monthly paper mailed to households and businesses in Alhambra	Publisher of the Monterey Park & West Valley Journal since 1968	Have produced the Xinmin Evening News, a monthly newspaper, for the past five years - received a recommendation from the director. Also produce newsletters for Alhambra Hospital and Herald Crusade.	

CITY OF MONTEREY PARK

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



City Council
Peter Chan
Mitchell Ing
Hans Liang
Teresa Real Sebastian
Anthony Wong

City Clerk
Vincent D. Chang

City Treasurer
Joseph Leon

REQUEST FOR PROPOSALS CITY MONTHLY NEWS PUBLICATION

MAY 6, 2013

RFP# 807

Dear Sir/Madam:

The City of Monterey Park is requesting bids for the design, preparation, and distribution of a monthly news publication for the City (see attached Bid No.). **All proposers must attend a mandatory pre-bid conference which is scheduled on, (May 23, 2013 at 10:00 a.m.) at a.m., City Hall, City of Monterey Park, 320 West Newmark Avenue, Community Room.** At this conference, the City will layout its priorities for the publication and then responsible proposers will be able to outline a process that meets the City's priorities, while allowing proposers the ability to make a profit. The city will then send out an addendum to the Bid with specific requirements. Final bids must be submitted no later than June 6, 2013, at **2:30 p.m.** to the following address:

City of Monterey Park
Attention: Tim Shay
Support Services Manager
320 West Newmark Avenue
Monterey Park, CA 91754

If you have any questions prior to the bid opening date, please feel free to contact Dia Khuu at (626) 307-1363 or me at (626) 307-1340.

Sincerely,

A handwritten signature in black ink, appearing to be "Tim Shay", is written over a horizontal line.

Tim Shay
Support Services Manager

City of Monterey Park
RFP# 807

1. All Proposals submitted by the contractor to the City should be submitted to the City as described. Only one proposal will be accepted per contractor.
2. Each proposal shall be enclosed in an envelope which shall be sealed and addressed to Tim Shay, Support Services Manager, 320 West Newmark Ave., Monterey Park, CA 91754. The envelope must be clearly labeled with the proposal title, the name of contractor, and date and time of proposal opening, in order to guard against premature opening of the bid. Faxed proposals will not be accepted.
3. **All contractors must attend a mandatory pre-bid conference.** This conference is scheduled on (May 23, 2013 at 10:00 a.m.). City Hall, City of Monterey Park, 320 West Newmark Avenue, Community Room. At this conference, the City will layout its priorities for the publication and then responsible proposers will be able to outline a process that meets the City's priorities, while allowing proposers the ability to make a profit. A bid addendum with more specific requirements will be sent out to all prospective contractors who attend the conference.
4. Insurance. Before a contract is entered into with the successful contractor, the contractor shall present evidence in writing to the City of current Workers Compensation Insurance. The contractor shall provide a copy of existing liability insurance in the amount of \$1,000,000 per occurrence naming the City of Monterey Park and its employees and officers as additionally named insured. Also, the contractor shall provide proof that all vehicles to be used are covered by insurance.
5. Hold Harmless and Indemnification. The contractor, for itself, and on behalf of its directors, officers, employees, representatives, agents, subcontractors, and any other person(s) or entity(ies) claiming under the contractor, agrees to indemnify, defend and hold harmless City, its officers, employees, representatives, and agents, from and against all liabilities, claims, demands, suits, actions, costs, including court costs and reasonable attorney's fees, including but not limited to damage to or loss of any real or personal property owned by any person or entity, for personal injury or the death of any person, arising from, either directly or indirectly, or relating in any manner to work performed by the contractor, his agents, employees, and subcontractor and employees thereof pursuant to this contract, whether City is concurrently negligent, or it is claimed City is concurrently negligent, with the contractor; provided this indemnity shall not apply in the event of willful misconduct of City.
6. Terms of less than 30 days for cash discounts will be considered as net. Invoices will be submitted on a monthly basis to the City of Monterey Park, Attention: Accounts Payable.
7. All proposals must be signed with the firm's name by a responsible officer or employee. Obligations assumed by such a signature must be filled.

RFP# 807

8. The issuance of this the bid request creates no obligation on the part of the City. The City of Monterey Park reserves the right to reject any or all quotations, or waive any informality in proposals, and to accept or reject any items thereon.
9. Any bidder may withdraw his bid either in person or by written request at any time prior to the scheduled closing time for receipt of proposals. No bidder may withdraw his proposal after the time set for the opening.
10. Proposals must be honored for a minimum of one hundred-twenty (120) days after the date and time set for the proposal opening.
11. Submission of a signed proposal will be interpreted to mean that the contractor has thereby agreed to all conditions, instructions, descriptions and specifications contained herein.
12. The only terms that will be honored are those included in the Bid Terms Conditions, Specifications, Contract, Purchase Order or other documents issued by the City.
13. In the event of any conflicts or ambiguities between these instructions and State or Federal laws, regulations or rules, then the latter shall prevail.
14. Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.
15. The City reserves the right to negotiate for higher or lower levels of service.
16. The vendor who is awarded the bid must comply with the licensing requirements of the City. They must purchase all necessary permits and licenses in order to do the job.
17. Delivery: Delivery of the final draft shall be completed at least three (3) days prior to the beginning of the month of the monthly newsletter. The City must view and approve the draft product prior to the production of the final publication. The contractor shall propose a monthly publication schedule that meets the City's delivery requirements. Failure to meet the delivery turnaround will result in a deduction of \$200.00 per calendar day from the contract price, provided that the delay was not caused by the City. Cancellation of the contract will result should delay persist.
18. Advertising Revenue: The contractor shall actively seek advertisements from businesses and propose an advertisement revenue sharing arrangement with the City. This is a subject area where different proposals will be considered.

RFP# 807

19. Community Participation: The contractor shall actively seek the interests of the school districts and the Chamber of Commerce on a cost sharing basis. This is a subject area where different proposals will be considered.

The City is also planning on reserving up to one (1) page for service clubs and other City based 501(c) groups to communicate their news events.

20. The contractor shall conform to the mass mailing rules and regulations established by the State of California and the Fair Political Practices Commission.
21. The current City newspaper is known as the Monterey Park Cascades – it is the city's intention to continue with the same name and banner graphic.
22. One page of the publication will be translations of the top stories in Chinese and Spanish; contractor will be responsible for getting articles translated and typeset.
23. References: A minimum of three references must be submitted along with the bid. These references must include the name and phone numbers of jobs similar to the publication specified in this bid.
24. Samples: Samples of printed pieces similar to the publication specified in this bid must accompany the bid submitted to the City.
25. Recycling
The City of Monterey Park encourages all vendors to use recycled materials whenever possible.

General: The purpose of this bid is to establish a single supplier and total price for the production and distribution of a monthly publication for the City of Monterey Park. The contractor will be responsible for the design, layout, artwork, and the creation of concept of a journalistic format City monthly newsletter. The contractor is also responsible for providing suggestions or ideas for news, editing, proofing, advertising sales, collaborating with City departments in the development of articles, seeking participation from community groups, printing, and distribution of the newsletter. The product will be first approved by the City and then prepared and distributed by the contractor to all residences and businesses in the City of Monterey Park. It is the intent of the City to use the successful contractor for the September 2013 issue of Cascades.

Quantity: Currently - 22,000 per month. This is a subject area where different proposals will be considered.

Minimum

Format: Currently - 8 page newsletters with additional pages added as needed – once a quarter, additional pages will be required for the advertising of Recreation classes. This is a subject area where different proposals will be considered.
11 1/2" x 17" (folded)

Front Page: Self-cover, color graphics

Paper: 34# Electrobrite. This is a subject area where different proposals will be considered.

Printing: 2 Sides

Ink: Black

Distribution: Currently, 22,000 copies are distributed to all residences and businesses within the City of Monterey Park. The contractor will be responsible for all deliveries. Deliveries of 20,000 copies shall be made by US mail in conformance with the US Postal Service specifications. The remaining balance of 2,000 copies produced shall be delivered to the City Hall. This is a subject area where different proposals will be considered.

**Information,
Pictures and
Topics:**

The City of Monterey Park will provide the contractor with initial articles, pictures, and topics to be included in the monthly publication (at least 4 color pictures are to be used per issue). On a monthly basis the contractor shall provide the following:

**Editorial
Content**

All content submitted by the City will have first priority to be in the publication. Additional editorial content provided by the contractor must be approved by the City representative.

Design: The contractor shall design the newsletter from the information, pictures, and topics provided by the City.

Layout: The contractor shall provide all layout work for the newsletter.

Artwork: The contractor shall provide artworks to correspond with topics or information provided.

Editing: The contractor shall provide editing for the newsletter including (but not limited to) simplifying information, editing stories or topics, grammar and spelling check, and proofreading.

RFP# 807

Typesetting: The contractor shall provide all typesetting work associated with the publication.

Advertising: The contractor shall obtain advertisements for this publication. Advertisements shall not exceed 40% on each page of the publication unless pre-approved by the City. No advertisement shall appear on the cover page of the newsletter. Approval from the City must be obtained for all advertisements within the publication.

Advertising

Revenue: The advertising revenue is to be shared by the contractor and City based on the contractor's proposal of a revenue sharing arrangement. This is a subject area where different proposals will be considered.

Reviewing: The contractor must submit a draft of each monthly newsletter to the City for approval prior to its final production. The City retains full editorial control over this publication. Any revisions must be made to the City's requirements and the contractor shall submit a new draft to the City for approval.

**Production
and Delivery**

Schedule: The monthly newsletters shall be distributed to all residences and businesses in the City on the first day of that month. The production schedule shall be based on the contractor's proposal submitted along with this bid and approved by the City.

Coordinator: The contractor shall assign a coordinator to meet with a City official on a monthly basis regarding the layout and contents of the publication. The coordinator will also be responsible for collaborating with the City departments in developing the articles and providing ideas or suggestions for news.

RFP# 807

Complete proposal packets will be sent to all groups who attend the pre-bid conference on May 23rd. If you plan on attending, please e-mail Tim Shay at tshay@montereypark.ca.gov

SPECIFIC INFORMATION
REGARDING THE PRODUCTION OF THE NEWSPAPER

Q- Are there bleeds, and is a border necessary?

A- No, there are to be no bleeds. A border is not necessary.

Q- Who is to write the articles? The City or the contractor?

A- A combination of the two. Some will need to be re-written in a "non-bureaucratic" format. Others may be provided with the basic information for the contractor to write the article.

Q- Who will be the City contact?

A- A representative will be chosen by the City by the award of the contract. The most likely candidate will be (Randy Ishino, TBA), Recreation and Community Services Department

Q- What format will the information be provided to the contractor?

A- The City will be flexible and work with the contractor on the method of presentation – fax, scan, disk, e-mail.

Q- Where will the color pictures be placed? Will all four be on the front cover?

A- The color pictures will not necessarily all be on the front cover but may be at the beginning for the sake of cost.

Q- Will any criteria be set regarding the approval of advertising?

A- The City will work with the contractor on the guidelines of approved advertising.

Q- Does the City have a mail-house for the distribution of the publication?

A- No, the City does not have a mail-house for this; the contractor is to use their own.

Q- What portion of the 22,000 are businesses?

A- Approximately 3,000.

Q- Are the contractors required to pay for a business license to do work in or for the City?

A- Yes, a \$75.00 licensing fee will be required for any out-of-City business to do this contract.

- Q- Will the City provide the contractor with a mailing list?
A- Yes, the City will obtain a list for the postal carrier route and supply it to the contractor.
- Q- Will the City be paying for the postage or will the contractor be required to pay?
A- The City will be paying for the postage, using their permit number.
- Q- How long is this contract to be for?
A- This contract will be for at least one year.
- Q- Will the City only see the final drafts?
A- The City's coordinator will work with the contractor during the process of each publication and on the initial layout. The City will be furnished with a final draft for the City Manager (or designee) to approve on the initial layout, the logo design, and for each issue of the publication.

PRE-BID CONFERENCE PARTICIPANTS

Dan Costley, Recreation & Community Services Director
Randy Ishino,
Annie Yaung, Financial Services Manager
Tim Shay, Support Services Manager
Dia Khuu, Support Services Supervisor

All contractors must attend a mandatory pre-bid conference. This conference is scheduled on (May 23, 2013 at 10:00 a.m.). City Hall, City of Monterey Park, 320 West Newmark Avenue, Community Room. At this conference, the City will layout its priorities for the publication and then responsible proposers will be able to outline a process that meets the City's priorities, while allowing proposers the ability to make a profit. A bid addendum with more specific requirements will be sent out to all prospective contractors who attend the conference.

Costley, Dan

From: City of Monterey Park [rishino@montereypark.ca.gov]
Sent: Thursday, June 20, 2013 3:25 PM
To: Costley, Dan
Subject: MPK e-News: Council items, Special election July 2, Fourth of July celebration/fireworks



City of Monterey Park

www.ci.Monterey-Park.ca.us

You are receiving this email because you have expressed an interest in the City of Monterey Park. To unsubscribe from future newsletters, please use the links at the bottom of this page.

At This Week's Council Meeting...

Here's a brief list of some of the topics discussed at the June 19 meeting:

- Item #16, Professional services agreement with Transtech Engineers, Inc.
- Item #17, Software subscription with Accela, Inc.
- Item #18, Employment agreement between city and Paul Talbot
- Item #20, Commissions, boards and committees

To view these discussions via the Internet, or for more information, such as access to the agenda and staff reports, etc., please use the following links:

[City council meeting videos](#) / [City council agendas](#)



Special Election July 2

The City of Monterey Park will conduct a Special Municipal Election on Tuesday, July 2, 2013 for voters to cast ballots on Measure FF. For more election information please visit the city website or contact the City Clerk's office at 626-307-1359 or

mpclerk@montereypark.ca.gov [More...](#)

MPK-TV to Carry Live Special Election Results

Watch the ballot counting process live on cable TV or the Internet beginning at 8 p.m.

MPK-TV, the city's government access cable TV channel, will cover the Tuesday, July 2 special election ballot counting process live from the council chamber. Coverage will begin at approximately 8 p.m. MPK-TV is available on Charter Comm. Ch3, AT&T U-Verse Ch99, and via Internet streaming: [More...](#)

Monterey Park Celebrates the Fourth of July with Free Entertainment and Fireworks



You don't need to go any further than Barnes Park on July 4 to enjoy a day of patriotic entertainment for the entire family. Food service begins at 3 p.m., live music at 4 p.m. and fireworks at 9 p.m. [More...](#)



Visit the MPK Farmers' Market on Ramona Avenue

[Monterey Park's Farmers' Market](#) has moved onto Ramona Avenue from the library parking lot. Come take a look at their selection of fresh and locally grown fruits and vegetables, groceries, hot foods and free entertainment every Friday from 4-8 p.m. [More...](#)

This e-newsletter contains official City of Monterey Park programs and/or services. For more city government news and information, please visit our [news page](#) or [community calendar](#). Subscribe to other city communications or social media feeds on our [social media page](#).

City of Monterey Park 320 W. Newmark Avenue Monterey Park, CA 91754
General city information 626-302-1455

Follow us on Twitter
[@CityofMPK](#)



[Forward this email](#)

✓ [SafeUnsubscribe](#)



This email was sent to dcostley@montereypark.ca.gov by rishino@montereypark.ca.gov
[Update Profile/Email Address](#) Instant removal with [SafeUnsubscribe™](#) [Privacy Policy](#)
City of Monterey Park 320 W. Newmark Ave. Monterey Park CA 91754

Staff Report City of Monterey Park

DATE: JULY 3, 2013

TO: PAUL TALBOT, CITY MANAGER

FROM: ROBERT QUINTERO, INTERIM DIRECTOR OF PUBLIC WORKS/
COMMUNITY DEVELOPMENT

SUBJECT: ATHENS STREET SWEEPING CONTRACT EXTENSION

Staff recommends that City Council approve a four year extension to Athens' street sweeping contract that terminates August 2013.

DISCUSSION:

City Council approved award of contract to Athens' Services for street sweeping services on August 6, 2008. The contract has a term of five years with an option for a two-year extension. In the 2008 bid solicitation, Athens was the lowest bidder among four firms.

Name of Contractor	Amount per Month
Nationwide Environmental	\$49,271.33
Dickson	\$40,537.00
Cleanstreet	\$35,716.00
Athens Services	\$25,750.00

Staff met with Athens to discuss their two-year extension option and explored opportunities of additional cost savings. Athens has agreed to reduce their current rate of \$27,050 to \$18,717 per month with the provision that the frequency of street sweeping on residential streets be reduced to once every two weeks. Residential streets are currently cleaned weekly. Both staff and Athens would monitor the condition of the streets and would adjust the level of service as needed.

The new rate is also based on the City agreeing to extend the contract to four years, to terminate in 2017. During the four-year extension period, the amendment would grant Athens bi-annual Consumer Price Index (CPI) adjustments.

This Extension is for street sweeping services only and does not impact the City's franchise agreement with Athens for solid waste collection.

FISCAL IMPACT:

Awarding Athens a 4-year extension at \$18,717 per month will save the city \$8,333 each month, or \$100,000 annually in General Funds.

RECOMMENDATION:

Staff recommends that City Council approve the four year extension to Athens' Street Sweeping contract at a rate of \$18,717 per month and authorize the City Manager to execute the amendment to the August 2008 contract.

By: 

Robert Quintero
Interim Director of Public Works/
Community Development

Approved: 

Paul Talbot
City Manager

**FIRST AMENDMENT TO
AGREEMENT NO. 1572-A BETWEEN
THE CITY OF MONTEREY PARK AND
ARAKELIAN ENTERPRISES, INC.**

THIS FIRST AMENDMENT ("Amendment") is made and entered into this ____ day of ____ 2013, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation existing under the laws of California ("CITY"), and ARAKELIAN ENTERPRISES, INC., a California Corporation, doing business as "Athens Services" ("CONTRACTOR").

1. Pursuant to Section 11.19 of Agreement No. 1572-A, executed August 6, 2008 ("Agreement"), Section 4.1 is amended to read as follows:

"CITY agrees to pay fees to CONTRACTOR at the flat rate of \$18,717.00 per month during the term of this Agreement as consideration for the SERVICES provided by CONTRACTOR ("Monthly Fee"). The frequency of SERVICES along residential streets is reduced to every other week."

2. Pursuant to Section 11.19 of the Agreement, Article 5 is amended to read as follows:

**"ARTICLE 5
TERM OF AGREEMENT AND EXTENSION**

5.1 The Agreement terminates on August 6, 2017.

5.2 This Article cannot be deemed or interpreted in any way to be an evergreen provision.

5.3 This Article 5 is subject to the termination provisions set forth in Article 6."

3. This Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.

4. Except as modified by this Amendment, all other terms and conditions of the Agreement remain the same.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF MONTEREY PARK

Paul Talbot,
City Manager

ATTEST:

City Clerk

Taxpayer ID No. _____

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

By:

Karl H. Berger,
Assistant City Attorney

**AGREEMENT FOR STREET SWEEPING SERVICES BY AND BETWEEN
ATHENS SERVICES AND THE CITY OF MONTEREY PARK**

This "AGREEMENT FOR STREET SWEEPING SERVICES BETWEEN ATHENS SERVICES AND THE CITY OF MONTEREY PARK" ("**Agreement**") is governed by the laws of the State of California and made and entered into this ____ day of August, 2008 by and between the **CITY OF MONTEREY PARK**, a public corporation ("**CITY**"), and Arakelian Enterprises, Inc., a California Corporation, doing business as "Athens Services" ("**CONTRACTOR**"). CITY and CONTRACTOR are sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, the CITY's Engineer publicly advertised a Request for Proposal ("**RFP**") and solicited proposals for street sweeping services for all residential and commercial streets in the City of Monterey Park, as well as all CITY-owned parking lots, including the parking lots at City Hall, the library, and parks.

WHEREAS, on July 8, 2008, the City Clerk received and opened four proposals to provide street sweeping services.

WHEREAS, the lowest responsible bidder was CONTRACTOR, who proposed the monthly cost of \$25,750.00 over a five year term

WHEREAS, at the City Council meeting of August 6, 2008, the City Council approved the bidding process and awarded the contract for street sweeping services to Contractor.

WHEREAS, the CITY and CONTRACTOR now desire to formally document the terms and conditions of a five-year agreement whereby CONTRACTOR shall provide street sweeping services for all residential and commercial streets in the City of Monterey Park, as well as all CITY-owned parking lots, for a fixed monthly cost of \$25,750.00 over a five year term.

NOW, THEREFORE, in consideration of the performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

**ARTICLE 1
SERVICES PROVIDED BY CONTRACTOR TO CITY**

1.1 CONTRACTOR agrees to perform street sweeping services for all residential, commercial streets and alleys in the City of Monterey Park, as well as all CITY-owned parking lots, including, but not limited to, the parking lots at City Hall, the library, and recreational facilities and parks (hereinafter "**SERVICES**").

1.2 CONTRACTOR shall provide SERVICES to the CITY'S satisfaction, and shall take all steps which are necessary and appropriate for the performance of said SERVICES and this Agreement. Satisfaction of the CITY shall be determined in its sole, absolute, and unfettered discretion.

1.3 The CONTRACTOR shall perform the SERVICES in accordance with Attachment "A" - the CONTRACTOR's Proposal and "B" - the CITY's Request for Proposals, which are attached hereto and incorporated herein, in a manner satisfactory to the CITY. Attachments "A" and "B" are true and correct copies of the CONTRACTOR's proposal and

ARTICLE 2 RESPONSIBILITIES OF CONTRACTOR

2.1 CONTRACTOR shall perform any and all work necessary for the completion of the tasks and services set forth in Attachment "A" - the CONTRACTOR's Proposal and "B"- the CITY's Request for Proposals, which are attached hereto and incorporated herein, in a manner satisfactory to the CITY.

2.2 CONTRACTOR represents that it will provide the necessary equipment and vehicles for the satisfactory performance of SERVICES in accordance with this Agreement. If additional equipment and/or vehicles are needed above and beyond what CONTRACTOR projects in its Proposal (Exhibit A) to meet CITY specifications, any costs incurred thereby shall be borne solely by CONTRACTOR and shall not affect the monthly cost, as set forth in Section 4.1.

2.3 CONTRACTOR represents that it employs or will employ at its own expense, all personnel necessary for the satisfactory performance of SERVICES in accordance with this Agreement. If additional personnel are needed above and beyond what CONTRACTOR projects in its Proposal (Exhibit A) to meet CITY specifications, any costs incurred thereby shall be borne solely by CONTRACTOR and shall not affect the monthly cost, as set forth in Section 4.1.

2.4 CONTRACTOR represents that the tasks and services required herein will be performed by the CONTRACTOR, or personnel under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

2.5 CONTRACTOR shall not subcontract or assign any portion of the required work herein without prior written approval of the CITY.

2.6 CONTRACTOR shall work closely with the CITY's liaison representative, as specified in Section 3.3, who shall, on a continuous basis, review and approve CONTRACTOR'S work.

2.7 CONTRACTOR designates as its representative for supervision of the tasks and services required by this Agreement, the following:_____. Said representative shall not be replaced by the CONTRACTOR without prior written notice to the CITY nor without written approval from the CITY.

2.8 CONTRACTOR shall comply with all applicable Federal, State, and local laws, ordinances and regulations, including such from the South Coast Air Quality Management District and California Air Resources Board ("**SQAQMD**"), including, but not limited to, SCAQMD Rule 1186.1(d)(2) and AB 939. CONTRACTOR further agrees to comply with any and all regulations and rules relating to prevailing wages (if applicable) and affirmative action.

2.9 CONTRACTOR shall make no change in the character or extent of the work required by this Agreement, except as may be authorized in writing by the CITY. Such supplemental authorization shall set forth the specific changes of work to be performed and any related extension of time and/or adjustment of fee to be paid to the CONTRACTOR by the CITY.

ARTICLE 3 RESPONSIBILITIES OF CITY

3.1 CITY shall provide full information regarding its requirements for the Project, and shall furnish without charge to the CONTRACTOR, any and all information, data, reports, maps, and records which are reasonably available within the offices of CITY and are necessary for CONTRACTOR to provide and perform the tasks and services set forth herein.

3.2 CITY shall cooperate with CONTRACTOR in carrying out the work of the Agreement without undue delay. In this regard, the CITY, including any representative thereof, shall examine documents submitted by the CONTRACTOR, shall consult the CONTRACTOR regarding any such documents, and shall render any necessary decisions pertaining to such documents as promptly as is practicable.

3.3 CITY designates as its representative for supervision of the tasks and services required by this Agreement, the following: Director of Public Works.

ARTICLE 4 FEES AND PAYMENT

4.1 CITY agrees to pay fees to CONTRACTOR at the flat rate of \$25,750.00 (twenty five thousand seven hundred fifty dollars and no cents) per month during the term of this Agreement as consideration for the SERVICES provided by CONTRACTOR ("**Monthly Fee**").

4.2 CONTRACTOR shall submit to the CITY, prior to the tenth (10th) day of each month during the term of this Agreement, a certified invoice for allowable costs incurred in the performance of this Agreement.

4.3 Valuation of Addition or Elimination of Streets

4.3.1 Any streets or alleys added to the CITY during the term of the Agreement, either by new construction or annexation, shall be swept according to the appropriate schedule beginning as soon as such streets are accepted officially by CITY. Additional sweeping which is required of the contractor shall be paid for at the rate of \$20.00 (twenty dollars) per curb mile.

4.3.2 Any streets or alleys eliminated/closed in the CITY during the term of the agreement, either by City Council resolution or annexation, shall be removed from the street sweeping schedule. The applicable price per curb mile which shall be deducted from Monthly Fee is \$20.00 (twenty dollars) per curb mile, which shall be credited in the following month's statement.

4.4 Additional Work

4.4.1 CONTRACTOR, from time to time, may be requested to provide additional street sweeping services, such as immediately following parades, community celebrations, and other activities involving City streets, alleys or parking lots. Compensation for any additional work will be paid at the hourly rate of \$82.50 (eighty two dollars and fifty cents) per hour. Any additional work may be approved by CITY in writing.

4.5 CONTRACTOR may request that CITY adjust the Monthly Fee by the annual cost of living adjustment in accordance with the most current Consumer Price Index ("CPI") figures for the Los Angeles Metropolitan statistical area. Such requests may be made in writing after the yearly anniversary of the date of the execution of the Agreement. CITY's decision to grant said request shall be made in its sole, absolute, and unfettered discretion.

4.6 If additional personnel, equipment and/or vehicles are needed above and beyond what CONTRACTOR projects in its Proposal (Exhibit A) to meet CITY specifications, any increase in costs incurred thereby shall be borne solely by CONTRACTOR and shall not affect the Monthly Fee, as set forth in Section 4.1.

ARTICLE 5 TERM OF AGREEMENT AND EXTENSION

5.1 The Agreement shall commence on the date of the Notice to Proceed and will terminate five (5) years thereafter.

5.2 The term of the Agreement, as set forth in Section 5.1, may be extended up to two (2) additional years provided there is mutual agreement in writing by and between both Parties. This provision shall not be deemed or interpreted in any way to be an evergreen provision.

5.3 The provisions of this Article 5 shall be subject to the termination provisions set forth in Article 6.

ARTICLE 6 TERMINATION OR SUSPENSION OF AGREEMENT

6.1 This Agreement may be terminated in its entirety:

6.1.1 By mutual consent of both parties in writing; and/or

6.1.2 By either Party with thirty (30) days advance written notice to the other Party.

6.2 This SERVICES provided in this Agreement may be suspended or discontinued, in whole or in part, by CITY upon ten (10) days written notice to CONTRACTOR

6.3 In the event of termination, discontinuation, or suspension of this Agreement, CITY shall pay CONTRACTOR for the reasonable value of the services provided up to the time of such termination, discontinuation, or suspension. Upon receiving a notice of termination, discontinuation, or suspension, CONTRACTOR shall exercise all reasonable controls to terminate all activity and mitigate further costs to the CITY.

6.3.1 CITY shall prorate all payment items provided in this Agreement to represent the amount of work completed as of the discontinuation, suspension or termination date.

6.3.2 CONTRACTOR shall keep adequate records to substantiate the cost claimed and shall provide copies of original time cards.

- 6.3.3 Prior to receiving the pro rata payments upon discontinuation, suspension or termination, CONTRACTOR shall deliver all data or other materials to CITY.
- 6.3.4 If this Agreement is discontinued, suspended or terminated, CITY may provide for the completion of the services required of CONTRACTOR by this Agreement as it deems appropriate; and CONTRACTOR shall be liable for all expenses and costs in excess of those provided for in the Agreement and for any other damages which the CITY may sustain by reason of such default. CITY may withhold from any prorated payment due CONTRACTOR an amount sufficient to cover such expenses, costs, and damages; any such withholding shall not be deemed a waiver of the rights of CITY to any further amounts due from CONTRACTOR pursuant to this Agreement.

ARTICLE 7 EMPLOYMENT PRACTICES OF CONTRACTOR

7.1 In providing for the performance of the tasks and services required by this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, disability or national origin.

7.2 CONTRACTOR shall take affirmative actions to ensure that applicants are employed and employees are treated during their employment without regard to race, religion, color, sex, disability or national origin.

- 7.2.1 Affirmative actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 8 CONFLICTS OF INTEREST

8.1 No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof during his/her tenure with the CITY or for a period of one (1) year thereafter.

8.2 CONTRACTOR hereby covenants that it has, at the time of the execution of this Agreement, no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement, nor shall it acquire any such interest at any time during such performance of services. The CONTRACTOR further covenants that during the performance of this Agreement, no Person having any such interest shall be employed by the CONTRACTOR.

8.3 CITY and the CONTRACTOR hereby covenant and agree that to their best knowledge, no member of the City Council, nor any officer or employee of the CITY has any interest, whether contractual, non contractual, financial or otherwise direct or indirect, in this Agreement or in the business of subcontracting work required under this Agreement; and that if any such interest comes to the attention of either party at any time during the performance of this Agreement, a full and complete disclosure of such information shall be made in writing to the other party, even if such interest would not be considered a conflict

8.4 CONTRACTOR hereby covenants that it has not employed or retained any person or company to solicit or secure this Agreement; and that it has not paid or agreed to pay any person or company any fee, commission, percentage, brokerage fee, gift, or other compensation, contingent upon or resulting from the award of making of this Agreement. For breach or violation of this covenant, the CITY shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

9.1 CONTRACTOR shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the CONTRACTOR'S performance. The cost of such insurance shall be borne by the CONTRACTOR. Failure to procure and/ or maintain the proper insurance is grounds for termination of this Agreement.

9.1.2 **LIABILITY INSURANCE.** CONTRACTOR shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or related directly or indirectly to the CONTRACTOR's and/or its subcontractor's performance. The cost of such insurance shall be borne by CONTRACTOR.

9.2.3 Course of Construction Insurance providing coverage for "all risks" of loss.

9.3.1 General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance with a general aggregate limit is used,

either the general aggregate limit shall apply separately to this Contract, or the Contractor shall receive written permission from the City for variation.

9.3.2 Worker's Compensation and Employers Liability: Worker's Compensation limits as required by the Labor Code of the State of California and Employers Liability.

9.3.3 Course of Construction: Completed value of project.

9.4 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expense.

9.5 OTHER INSURANCE PROVISIONS. The policies are to contain, or be endorsed to contain, the following provisions:

9.5.1 General Liability

9.5.1.1 CITY, its officers, officials, agents, employees and volunteers are to be covered as insured. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, agents, employees or volunteers.

9.5.1.2 CONTRACTOR's insurance coverage shall be primary insurance as requests to the CITY, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, agents, employees or volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.

9.5.1.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, agents, employees and volunteers.

9.5.1.4 Coverage shall provide that CITY's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9.5.2 Worker's Compensation and Employer's Liability Coverage

9.5.2.1 The insurers shall agree to waive all rights or subrogation against CITY, its officers, officials, agents, employees and volunteers for losses.

9.5.3 Course of Construction policies shall contain the following provisions:

9.5.3.1 CITY as loss payee.

11.4 CITY acknowledges that CONTRACTOR'S work product are instruments of professional services. Nevertheless, all work product including reports, investigations, maps, data, and computations prepared under this Agreement shall be and remain the property of the CITY, whether or not the project for which they are prepared is completed. In the event the CONTRACTOR'S materials are misplaced, lost, destroyed, stolen, or misused by third parties, the CONTRACTOR'S sole and exclusive remedy against the CITY shall be the replacement of the materials.

11.5 CONTRACTOR shall begin work upon receipt of the "Notice to Proceed" and shall diligently perform the services required of him/her by this Agreement.

11.6 Records of the CONTRACTOR'S expenses pertaining to the project and the performance of all services under this Agreement, and records of accounts between the CITY and the CONTRACTOR shall be kept on a generally recognized accounting basis and shall be available to the CITY or its authorized representative at mutually convenient times for inspection.

11.7 No waiver of any breach of this Agreement shall be held to be a waiver of any other subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of the CITY to enforce at any time any of the provisions of this Agreement, or to require at any time performance by the CONTRACTOR of any of the provisions, therefore, shall in no way be construed to be a waiver of such provisions, nor in anyway affect the validity of this Agreement or any part thereof or the right of CITY to thereafter enforce each and every such provision.

11.8 Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be served by personal delivery or by certified mail addressed at the following address, unless and until different addresses may be furnished in writing by either party to the other, and such notice shall be deemed to have been served within seventy-two (72) hours after the same has been deposited in a United States Post Office by certified mail or has been delivered personally, and shall be valid and sufficient service of notice for all purposes:

CITY OF MONTEREY PARK
ATTN: Director of Public Works
320 West Newmark Avenue
Monterey Park, California 91754

ARAKELIAN ENTERPRISES, INC., A CALIFORNIA CORPORATION, DOING BUSINESS AS
"ATHENS SERVICES"
14048 Valley Boulevard
City of Industry, CA 91746

11.9 The Parties acknowledge that, at the time of execution of this Agreement, CONTRACTOR also provides trash disposal services for the City of Monterey Park by separate agreement. The Parties hereby acknowledge and agree that this Agreement and the agreement for trash services are not in any way interrelated, connected, or tied with one another.

11.10 If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and

9.5.3.2 The insurer shall waive all rights of subrogation against CITY.

9.5.4 All Coverages

9.5.4.1 Each insurance policy required by this Section shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, unless thirty (30) day advance written notice by certified mail/return receipt requested has been given to the CITY.

9.6 ACCEPTABILITY OF INSURERS. Insurance is to be placed with insurers with a Best's rating of not less than A: VII.

9.7 VERIFICATION OF COVERAGE. CONTRACTOR shall furnish the CITY with Certificates of Insurance and with original endorsements effecting coverage required by this Section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to require complete, certified copies of all required policies at any time.

9.8 SUBCONTRACTORS. CONTRACTOR shall include a listing of all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

ARTICLE 10
Hold Harmless and Indemnification

10.1 CONTRACTOR shall save, keep, indemnify, and hold harmless CITY, its officers, officials, employees, agents and volunteers from all damages, costs or expenses in law or equity that may at any time arise or be set up because of injury to property and/or business, or personal injuries received by reason of, or in the course of, CONTRACTOR'S performance of work which may be occasioned by any act or omission of the CONTRACTOR, any of the CONTRACTOR'S employees or agents, or any subcontractor at the CONTRACTOR'S sole cost and expense.

ARTICLE 11
MISCELLANEOUS

11.1 The execution of this Agreement by the parties hereto does not constitute an authorization to proceed with the work specified in said Agreement. The Director of Public Works shall separately authorize the CONTRACTOR to proceed. CONTRACTOR shall have no claims for compensation for services on all or part of any phase of work upon which the Director of Public Works has not authorized CONTRACTOR to proceed.

11.2 CONTRACTOR, including any and all of its employees, is an independent contractor and is not an employee of the CITY.

11.3 CITY and CONTRACTOR each binds itself and its partners, successors and assigns to the other party to this Agreement and to the partners, successors and assigns of such other party with respect to all covenants of this Agreement. Neither CITY nor CONTRACTOR shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other party.

each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.11 This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

11.12 This Agreement shall be governed by the laws of the State of California.

11.13 Each of the parties hereto represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.

11.14 The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

11.15 All Exhibits annexed hereto form material parts of this Agreement.

11.16 The prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorneys' fees and court costs in connection with such claim.

11.17 This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

11.18 In case of conflict, this Agreement shall take precedence, followed by the CONTRACTOR'S Proposal (Exhibit A), and then CITY'S RFP (Exhibit B).

11.19 This Agreement, including the Exhibits attached hereto, constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

CITY

CONTRACTOR

CITY OF MONTEREY PARK

ARAKELIAN ENTERPRISES, INC., A CALIFORNIA CORPORATION, DOING BUSINESS AS "ATHENS SERVICES"


MAYOR

By 
Name


Title

ATTEST:


CITY CLERK

Some government bodies ban communication during meetings

Some governments and officials are taking steps to regulate communication during public deliberations like city council meetings and state legislative sessions.

Ann Arbor, Mich., banned email exchanges between city council members except to share draft motions, resolution and amendments sent to all members. All emails sent or received by members are part of the meeting minutes and posted online.

In Denver, a city councilman sought to ban emails and texts during meetings, and the council ultimately adopted a policy prohibiting such communications during public hearings.

And in Texas, a state lawmaker wants to ban any official from sending electronic messages of any kind during a public meeting.

Madison officials seem willing to explore new rules to keep up with technology.

"I would be very open to looking at that question," City Attorney Michael May said.

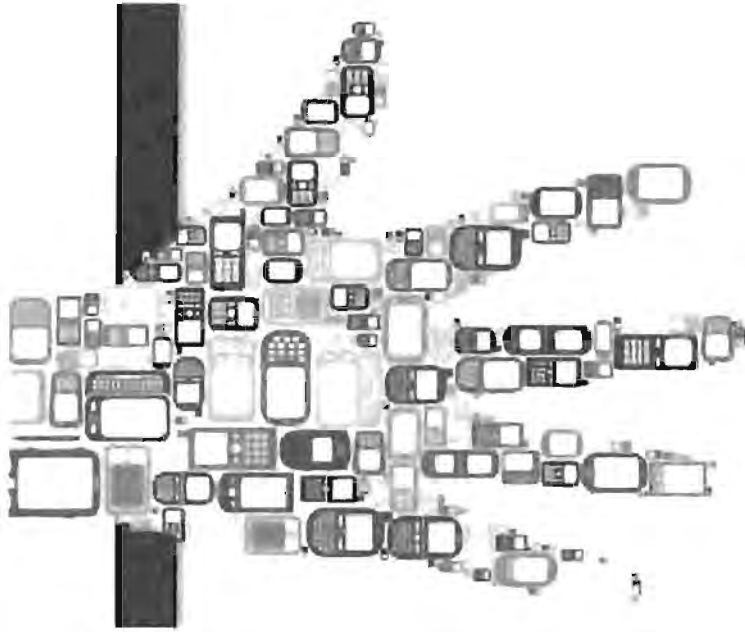
Ald. Lauren Cnare, 3rd District, who regularly emails during meetings, said messages about housekeeping matters or developing legislative proposals seem fine, but that lines could be drawn at soliciting votes.

Ald. Brian Solomon, 10th District, who often sends personalized, in-depth responses to constituents during meetings, said he's uneasy communicating with lobbyists — either electronically or in-person — during council sessions, and would explore limits in that area.

And Ald. Paul Skidmore, 9th District, who doesn't email or text, would support broad restrictions.

"We need to come to some kind of consensus on what the policy should be," said Dan Thompson, executive director of the Wisconsin League of Municipalities. "There will be differences. Some of it will come along generational lines."

Meetings and Technology: Finding the Right Balance



This column is adapted from an Institute for Local Government (ILG) white paper. ILG's mission is to promote good government at the local level with practical, impartial and easy-to-use resources for California communities. For more information, visit www.ca-ilg.org.

Finding the Right Balance

Technology can be a double-edged sword. It can save paper and make communications faster and easier. It can also help expand a public agency's outreach and public engagement efforts by involving more people in the agency's decision-making process.

However, local agency officials and staff are also wise to be mindful of transparency and fair process issues related to technology.

Electronic Agendas

Providing agenda materials electronically to decision-makers and others results in speedier delivery. Using electronic versions can also save public resources (staff time and supplies) involved in photocopying and delivering hard-copy agendas. Electronic formats can make supporting materials easier to find in lengthy agenda packets, through the use of internal links and other tools.

In addition to communicating with decision-makers, agendas also alert the public about the issues decision-makers will discuss and decide on at a meeting. While many members of the public are happy to receive agendas electronically via email or the agency's website,¹ the law requires agencies to make this information available through more traditional channels if requested.²

Local officials referring to electronic agendas during presentations or using electronic devices to take notes can give the impression (mistaken or not) that the officials are not paying attention to speakers. Active listening (making eye contact with speakers, nodding and smiling), when combined with note-taking, is a good practice regardless of whether one is using technology in a meeting.

Accessing the Internet During Public Meetings

Using an electronic device (either agency-provided or one's personal device) to access the Internet during a meeting presents several issues. At the most basic level, such activity suggests divided attention or inattention to the information being shared at the meeting.

If the proceeding is a quasi-judicial public hearing, however, using an electronic device to access information that influences one's decision can present fair-process legal issues.

Using Email and Texting During Meetings

Using email during meetings also presents transparency issues. Allowing the public to observe decision-maker deliberations is a key goal of open meetings laws.³

Emails sent among decision-makers risk violating such laws. California law prohibits decision-makers from " ... us[ing] a series of communications of any kind, directly or through intermediaries, to discuss, deliberate or take action on any item of business that is within the subject matter jurisdiction of the legislative body."⁴ Email can be such a series of communications.⁵

Another issue is whether such emails or text messages are subject to disclosure as public records. Media outlets and open government advocates take the position that emails should be retained and produced upon demand as public records.⁶ In fact, two trial courts have now found that even emails the public officials send on their personal (non-agency) email accounts are public records subject to disclosure upon request.⁷

For all of these reasons, a number of public agencies have adopted policies prohibiting decision-makers from reading, sending or receiving messages while at meetings.
