CITY COUNCIL 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 W. Newmark Avenue, Monterey Park, CA 91754

Wednesday
October 3, 2018
7:00 p.m.

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.

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

PUBLIC COMMENTS ON AGENDA ITEMS

You may speak up to 5 minutes on Agenda item. You may combine up to 2 minutes of time with another person's speaking. No person may speak more than a total of 10 minutes. The Mayor and City Council may change the amount of time allowed for speakers.

Per the Americans with Disabilities Act, if you need special assistance to participate in this meeting please call City Hall at (626) 307-1359 for reasonable accommodation at least 24 hours before a meeting. Council Chambers are wheelchair accessible.

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

CALL TO ORDER	**Mayor**
FLAG SALUTE	**The Monterey Park Fire Explorers**
ROLL CALL	**Peter Chan, Mitchell Ing, Stephen Lam, Hans Liang, Teresa Real Sebastian**

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

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

ORAL AND WRITTEN COMMUNICATIONS

[1.] PRESENTATION

1-A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK FINALIZING AN AGREEMENT OF FRIENDLY COOPERATION BETWEEN THE CITY OF MONTEREY PARK AND XINHUI DISTRICT, CITY OF JIANGMEN, GUANGDONG PROVINCE, THE PEOPLE'S REPUBLIC OF CHINA (Requested by Mayor Lam)

1-B. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK FINALIZING AN AGREEMENT OF FRIENDLY COOPERATION BETWEEN THE CITY OF MONTEREY PARK AND THE CITY OF GUILIN, THE PEOPLE'S REPUBLIC OF CHINA (Requested by Mayor Lam)

1-C. OUTGOING MAYOR STEPHEN LAM ADDRESS

[2.] SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) - CONSENT CALENDAR ITEM NOS. 2A-2B

2-A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF OCTOBER 3, 2018

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

(1) Approve payment of warrants and adopt a Resolution of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated October 3, 2018 totaling $350.00 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-B. SUCCESSOR AGENCY (SA) MINUTES

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

(1) Approve the minutes from the regular and special meetings of September 5, 2018; and

(2) Take such additional, related, action that may be desirable.

[3.] CITY OF MONTEREY PARK- CONSENT CALENDAR ITEMS NOS. 3A-3I

3-A. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF OCTOBER 3, 2018

It is recommended that the City Council:

(1) Approve payment of warrants and adopt a Resolution allowing certain claims and demands per Warrant Register dated October 3, 2018 totaling $919,020.68 specifying the funds out of which the same are to be paid; and

(2) Take such additional, related, action that may be desirable.

3-B. CITY COUNCIL MINUTES

It is recommended that the City Council:

(1) Approve the minutes from the regular and special meetings of September 5, 2018; and

(2) Take such additional, related, action that may be desirable.

3-C. LEGAL SERVICES AGREEMENTS WITH FALK & HAMBLIN (WORKERS COMPENSATION); CARPENTER, ROTHANS & DUMONT (DEFENSE LITIGATION); AND ALDERMAN & HILGERS LLP (DEFENSE LITIGATION)

It is recommended that the City Council:

(1) Authorize the City Manager to execute standard legal retainers with Falk & Hamblin; Carpenter, Rothans & Dumont; and Alderman & Hilgers LLP in a form approved by the City Attorney for on-call legal services; and

(2) Take such additional, related, action that may be desirable.

3-D. BID AWARD FOR 9-1-1 PHONE SYSTEM UPGRADE

It is recommended that the City Council:

(1) Authorize the upgrade to the current 9-1-1 phone answering system in the amount of $287,000 provided by State Grant Funding;

(2) Waive bidding requirements pursuant to Monterey Park Municipal Code Section 3.20.050(5) and authorize the City Manager to execute an agreement with AT&T California (Pacific Bell Telephone Company) in a form approved by the City Attorney, not to exceed $287,000;

(3) Award Bid to AT&T California (Pacific Bell Telephone Company); and

(4) Take such additional, related, action that may be desirable.

3-E. POLICE DEPARTMENT PATROL RIFLE PURCHASE

It is recommended that the City Council:

(1) Authorize the City Manager, or designee, to execute a Service Agreement with All State Police Equipment in the amount of $21,000.00, in a form approved by the City Attorney;

(2) Take such additional, related, action that may be desirable.

3-F. POLICE DEPARTMENT HELMET REPLACEMENT

It is recommended that the City Council:

(1) Authorize the City Manager, or designee, to execute a Service Agreement with Aardvark in the amount of $42,000.00, in a form approved by the City Attorney;

(2) Take such additional, related, action that may be desirable.

3-G. AWARD PROFESSIONAL SERVICES AGREEMENT TO RKA CONSULTING GROUP FOR ENGINEERING DESIGN SERVICES FOR THE FIRE STATION 63 SLOPE REPAIR PROJECT

It is recommended that the City Council consider:

(1) Authorize the City Manager to issue a task order to RKA Consulting Group, in the amount of $33,965, to prepare plans, specifications, and estimates (PS&E) for the Fire Station 63 Slope Repair Project;

(2) Authorizing the Director of Public Works to execute change orders up to $3,397 (10% of the contract cost); and

(3) Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

Since the proposed work is a repair to an existing public facility, this project is Class 1 Categorically Exempt pursuant to the California Environmental Quality Act (CEQA).

3-H. AMENDMENT TO POWER PURCHASE AGREEMENT WITH CENERGY POWER FOR A SOLAR PHOTOVOLTAIC GENERATION SYSTEM

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute an Amendment, in a form approved by the City Attorney, to increase the rate in the Agreement with Cenergy Power for Solar Photovoltaic System for City facilities;

(2) Adopting a resolution that approves exemptions to setbacks and the lot coverage percentage for the solar system at the Monterey Park Bruggemeyer Library located in the R-3 Zone; and

(3) Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The project is categorically exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines § 15302 (e), “New Construction or Conversion of Small Structures - Accessory (appurtenant) structures including carports.”

3-I. GRANT OF EASEMENT TO SOUTHERN CALIFORNIA EDISON FOR MAINTENANCE AND INSTALLATION OF ELECTRICAL FACILITIES WITHIN PARKING DISTRICT NO. 2

It is recommended that the City Council:

(1) Approve Southern California Edison's Offer to Purchase a Grant of Easement, in the amount of $7,700.00, on City owned property known as Assessor Parcel Number 5255-008-900, containing an area of approximately 125 square feet;

(2) Authorize the City Manager to sign the Offer Letter and Grant of Easement documents, and other documents as necessary to complete the transaction; and

(3) Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The lead agency for the proposed project is Southern California Edison. The easement purchase by itself does not meet the definition of a “project” under CEQA Guidelines.

[4.] PUBLIC HEARING – None.

[5.] OLD BUSINESS

5-A. MONTEREY PARK BIKE CORRIDOR PROJECT – AWARD OF CONTRACT

It is recommended that the City Council:

(1) Authorize the City Manager to execute a public works contract in a form approved by the City Attorney, with Pavement Coatings Company located in Mira Loma, CA, in the amount of $143,975.50 for the Monterey Park Bike Corridor Project;

(2) Authorize the Director of Public Works to approve construction change orders and contingency up to $14,397.55 or 10% of contract amount for this project; and

(3) Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

Since the proposed work is a minor alteration to an existing public facility, this project is Class 1 Categorically Exempt pursuant to the California Environmental Quality Act (CEQA).

5-B. CURB ADDRESS PAINTING – AWARD OF CONTRACT

It is recommended that the City Council:

(1) Authorize the City Manager to execute a public works contract in a form approved by the City Attorney, with Care for the Children located in Santa Fe Springs, CA, in the amount of $32,016.40 for the Curb Address Painting Project;

(2) Authorize the Director of Public Works to approve change orders and contingency up to $1,600.82 or 5% of contract amount for this project;

(3) Authorize a budget allocation of $33,617.22 in General Funds to cover the final cost of the project; and

(4) Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

Since the proposed work is a minor alteration to an existing public facility, this project is Class 1 Categorically Exempt pursuant to the California Environmental Quality Act (CEQA).

[6.] NEW BUSINESS – None.

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

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

ADJOURN

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK FINALIZING AN AGREEMENT OF FRIENDLY COOPERATION BETWEEN THE CITY OF MONTEREY PARK AND XINHUI DISTRICT, CITY OF JIANGMEN, GUANGDONG PROVINCE, THE PEOPLE'S REPUBLIC OF CHINA

The City Council does resolve as follows:

Section 1. The City Council finds and declares that:

A. The Xinhui District, City of Jiangmen, Guangdong Province, the People's Republic of China agreed to establish a mutual friendship relationship with the City of Monterey Park, California, in United States of America.

B Mayor Stephen Lam met with Mayor Liang Mingjian on April 13, 2018 to discuss and sign an agreement of such to foster further responsive relations and cooperation in promoting mutual understanding and friendship.

C. Monterey Park has historically signed other Friendly Cooperation Agreements with several cities in the People's Republic of China to establish better relations and understanding with the culture, foster better communication and exchanges of economic benefits and growth, and to improve development and education.

D. The friendship relationship will encourage representative of both cities to visit each other at regular intervals and seek cooperation in the fields of economy, education and culture on the basis of friendship.

E. An agreement establishing the friendship relationship has been signed by both parties, with one executed copy for each entity.

Section 2. The City Council further declares:

A. The City of Monterey Park has established a friendship city relationship with the Xinhui District, City of Jiangmen, Guangdong Province, the People's Republic of China.

Section 3. This Resolution takes effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 3rd day of October 2018.

_____
Stephen Lam
Mayor
Monterey Park, California

ATTEST:

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

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 October 2018, by the following vote:

Ayes:
Noyes:
Absent:
Abstain:

Dated this 3rd day of October 2018

Vincent D. Chang, City Clerk
Monterey Park, California

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK FINALIZING AN AGREEMENT OF FRIENDLY COOPERATION BETWEEN THE CITY OF MONTEREY PARK AND THE CITY OF GUILIN, THE PEOPLE'S REPUBLIC OF CHINA

The City Council does resolve as follows:

Section 1. The City Council finds and declares that:

A. The City of Guilin, the People's Republic of China agreed to establish a mutual friendship relationship with the City of Monterey Park, California, in United States of America.

B Mayor Stephen Lam met with Mayor Qin Chuncheng on April 17, 2018 to discuss and sign an agreement of such to foster further responsive relations and cooperation in promoting mutual understanding and friendship.

C. Monterey Park has historically signed other Friendly Cooperation Agreements with several cities in the People's Republic of China to establish better relations and understanding with the culture, foster better communication and exchanges of economic benefits and growth, and to improve development and education.

D. The friendship relationship will encourage representative of both cities to visit each other at regular intervals and seek cooperation in the fields of economy, education and culture on the basis of friendship.

E. An agreement establishing the friendship relationship has been signed by both parties, with one executed copy for each entity.

Section 2. The City Council further declares:

A. The City of Monterey Park has established a friendship city relationship with the City of Guigang, Guangxi Zhuang Autonomous Region, the People's Republic of China.

Section 3. This Resolution takes effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 3rd day of October 2018.

Stephen Lam
Mayor
Monterey Park, California

ATTEST:

Vincent D. Chang, City Clerk
Monterey Park, California

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 October 2018, by the following vote:

Ayes:
Noyes:
Absent:
Abstain:

Dated this 3rd day of October 2018

Vincent D. Chang, City Clerk
Monterey Park, California

City Council Staff Report

DATE: October 3, 2018

AGENDA ITEM NO: SA CONSENT CALENDAR
AGENDA ITEM 2-A.

TO: The Honorable Mayor and City Council

FROM: Annie Yaung, CPFO, Director of Management Services

SUBJECT: Warrant Register for Successor Agency to the Former Community Redevelopment Agency of **October 3, 2018**

RECOMMENDATION:

It is recommended that the City Council:

(1) Approve payment of warrants and adopt a Resolution of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **October 3, 2018 totaling $350.00** and specifying the funds out of which the same are to be paid; and

(2) take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered **366.**

BACKGROUND:

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.

FISCAL IMPACT:

Disbursements from all funds total **$350.00.**

Respectfully submitted:

Annie Yaung, CPFO
Director of Management Services

Approved By:

Ron Bow
City Manager

Attachments 1: Resolution
Attachments 2: Warrant Register

ATTACHMENT 1
Resolution

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 OF OCTOBER 2018
TOTALING $350.00 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	350.00
Total	$ 350.00

PASSED, APPROVED AND ADOPTED THE 3RD OF OCTOBER 2018.

Stephen Lam, Mayor
City of Monterey Park, California

ATTEST:

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

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 of October 2018 by the following vote.

AYES:
NOES:
ABSTAIN:
ABSENT:

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

ATTACHMENT 2
Warrant Register

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
HENSLEY LAW GROUP	0860-801-1203-31600	350.00	LEGAL		366	
						350.00
	TOTAL FOR PREPAID WARRANTS					**350.00**
	PRINTED	350.00				

TOTAL FOR PREPAID WARRANTS	$350.00
TOTAL FOR PRINTED WARRANTS	$0.00
TOTAL FOR ACH-PAYMENTS	$0.00
TOTAL WARRANTS	$350.00
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	1
TOTAL ACH-PAYMENTS PRINTED	0
TOTAL CHECKS PRINTED	0
TOTAL CHECKS ISSUED	1

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/03/2018
FUND SUMMARY

7

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0860	ATLANTIC/GARVEY CAP PROJECTS	350.00	0.00	350.00
	TOTAL	**350.00**	**0.00**	**350.00**

City Council Staff Report

DATE: October 3, 2018

AGENDA ITEM NO: SA CONSENT CALENDAR
AGENDA ITEM 2-B.

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk

SUBJECT: Successor Agency (SA) Minutes

RECOMMENDATION:

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

(1) Approve the minutes from the regular and special meetings of September 5, 2018; and

(2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

None.

BACKGROUND:

None.

FISCAL IMPACT:

None.

Respectfully submitted,

Vincent D. Chang
City Clerk

Prepared by:

Jesus Hernandez
Minutes Clerk

Approved By:

Ron Bow
City Manager

Attachments: Minutes

ATTACHMENT 1
Minutes

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
SEPTEMBER 5, 2018

The City Council of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, September 5, 2018 at 6:00 p.m.

CALL TO ORDER:
Mayor Pro Tem Chan called the meeting to order at 6:00 p.m.

ROLL CALL:
City Manager Ron Bow called the roll:
Council Members Present: Peter Chan, Mitchell Ing, Stephen Lam arrived at 6:06 p.m., Hans Liang, Teresa Real Sebastian

Council Members Absent: None.

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS
None.

ORAL & WRITTEN COMMUNICATIONS
None.

CLOSED SESSION - The City Council adjourned to Closed Session at 6:00 p.m.

1. **CONFERENCE WITH LEGAL COUNSEL, INITIATION OF LITIGATION (Government Code § 54956.9(d)(4)). Number of Potential Cases: One.**

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION - GOVERNMENT CODE § 54956.9(d). Number of Case(s): One**

   Chu Thai v. City of Monterey Park (filed March 6, 2018), LASC Case No. BC696884.

RECONVENE & ADJOURNMENT
The City Council reconvened from Closed Session with all Council Members present. The meeting was adjourned at 7:01 p.m.

Action Taken: No reportable action taken in Closed Session.

_____
Vincent D. Chang
City Clerk

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
SEPTEMBER 5, 2018

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, September 5, 2018 at 7:00 p.m.

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

CALL TO ORDER:
Mayor Lam called the meeting to order at 7:10 p.m.

FLAG SALUTE:
The Monterey Park Fire Explorers

ROLL CALL:
City Clerk Vincent Chang called the roll:

Council Members Present:	Peter Chan, Mitchell Ing left at 7:58 p.m., Stephen Lam, Hans Liang, Teresa Real Sebastian
Council Members Absent:	None

ALSO PRESENT: City Manager Ron Bow, City Attorney Mark Hensley, City Treasurer Joseph Leon, Fire Chief Scott Haberle, Police Chief Jim Smith, Director of Human Resources and Risk Management Tom Cody, Director of Community & Economic Development Michael Huntley, Director of Management Services Annie Yaung, Director of Public Works Mark McAvoy, Director of Recreation & Community Services Inez Alvarez, Acting City Librarian Diana Garcia, Senior Planner Samantha Tewasart, Economic Development Project Manager Thomas Welch

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS
None.

ORAL AND WRITTEN COMMUNICATIONS

- Joseph Leon, City's representative of the San Gabriel Valley Mosquito and Vector Control Board (SGVMVCB), informed the residents that the city has no major mosquitoes concerns.

- Levy Sun, SGVMVCB Public Information Specialist, presented a brief PowerPoint presentation on mosquito control.

- Sarkis Antonian stated that the money being used to build the high speed rail in Fresno should be use to help social programs.

- Diana Garcia, Acting City Librarian, informed the community that September is National Library Card Sign Up Month and National Literacy Awareness Month.

- Paul Lee cited his concerns about a strong odor that encompassed the city.

- Johnny Thompson, Josephine Louie, and Gene Jeng, the Business Improvement District Advisory Committee (BIDAC) members, expressed their support for awarding the porter service contract to Chrysalis Enterprise.

- David Barron invited the community to attend the National Drive Electric Week celebration on September 15, 2018 at the Monterey Park City Hall and urged council to look into why the Business Improvement District (BID) did not receive money from the Lunar New Year Festival.

1. PRESENTATIONS

1A. MAJOR PROJECTS UPDATE

Community and Economic Development Director Huntley provided a PowerPoint presentation on major projects throughout the city.

This item was heard after Agenda Item No. 4A.

Discussion: Council Member Real Sebastian directed staff to agendize an item that will formulate a specific plan for the downtown Garvey area using a portion of the funds that are earmarked for the downtown area.

RECESSED AND RECONVENED
The City Council recessed at 9:00 p.m. and reconvened with all council members present at 9:17 p.m.

2. SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) - CONSENT CALENDAR ITEM NOS. 2A-2B

Matters listed under consent calendar are considered to be routine, ongoing business and are enacted by one motion unless specified.

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency approved and adopted Item Nos. 2A-2B on Consent Calendar. Council Member Real Sebastian abstained on Item No. 2B, the regular meeting minutes of August 1, 2018 and the special meeting minutes of August 15, 2018, as she was absent for those meetings.

Motion: Moved by Mayor Pro Tem Chan and seconded by Council Member Real Sebastian, motion carried by the following vote:

Ayes:	Council Members:	Real Sebastian, Liang, Chan, Lam
Noes:	Council Members:	None
Absent:	Council Members:	Ing
Abstain:	Council Members:	Real Sebastian on Item No. 2B

2A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF SEPTEMBER 5, 2018

Disbursements will be made from the funds referenced in the Resolution, attached to the staff report, in Warrants numbered 365.

Action Taken: The City Council, acting on behalf of the Successor Agency, approved payment of warrants and adopted Resolution No. SA-156 of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated September 5, 2018 totaling $40.61 and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. SA-156, entitled:
A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED 5TH DAY OF SEPTEMBER 2018 TOTALING $40.61 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

2B. SUCCESSOR AGENCY (SA) MINUTES

Approve the minutes from the regular meetings of August 1, 2018 and August 15, 2018, and the special meeting of August 15, 2018.

Action Taken: The City Council, acting on behalf of the Successor Agency, approved the minutes from the regular meetings of August 1, 2018 and August 15, 2018, and the special meeting of August 15, 2018 on Consent Calendar. Council Member Real Sebastian abstained on the regular meeting minutes of August 1, 2018 and the special meeting minutes of August 15, 2018, as she was absent for those meetings.

This is the end of Successor Agency (SA) items

City Council Staff Report

DATE: October 3, 2018

AGENDA ITEM NO: **Consent Calendar Agenda Item 3-A.**

TO: The Honorable Mayor and City Council

FROM: Annie Yaung, CPFO, Director of Management Services

SUBJECT: Warrant Register for the City of Monterey Park of **October 3, 2018**

RECOMMENDATION:

It is recommended that the City Council:

(1) Approve payment of warrants and adopt a Resolution allowing certain claims and demands per Warrant Register dated **October 3, 2018 totaling $919,020.68** specifying the funds out of which the same are to be paid; and

(2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered **321008-321223** and ACH numbered **000030-000042.**

BACKGROUND:

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.

FISCAL IMPACT:

Disbursements from all funds total **$919,020.68.**

Respectfully submitted:

Annie Yaung, CPFO
Director of Management Services

Approved By:

Ron Bow
City Manager

Attachments 1: Resolution
Attachments 2: Warrant Register

ATTACHMENT 1
Resolution

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 OF OCTOBER 2018 TOTALING $919,020.68 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	$	394,730.51
State Gas Tax Fund		83,047.87
Sewer Fund		100.00
Refuse Fund		15,788.93
City Shop Fund		53,698.39
General Liability Fund		2,824.00
Technology Internal Service Fund		423.84
Public Safety Impact Fee Fund		645.82
Special Deposits Fund		8,801.65
Business Improvement Area #1		60.00
Water Fund		43,389.83
Water Treatment WQA-EPA Fund		18,073.62
Water Treatment City Fund		2,505.00
OPA Proposition A		24,932.44
Measure R Fund		106,454.79
POST		2,887.29
Home Housing Program		8,715.80
Recreation Fund		76.95
Asset Forfeiture		50,694.67
Cal Library Literacy Svc Grant		240.55
Air Quality Improvement Fund		17,793.00
Prop C		67,282.45
Maintenance District 93-1		2,403.71
Prop A - Per Parcel Grant		58.02
ELAC Instructional Serv Prog		11,146.42
Literacy Trust Grant		185.37
Library Passport Trust Grant		336.75
CA Initiatives Books Grant		1,723.01
TOTAL	$	919,020.68

PASSED, APPROVED AND ADOPTED THE 3RD OF OCTOBER 2018.

Stephen Lam, 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 of October 2018 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

ATTACHMENT 2
Warrant Register

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/03/2018

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AACTION APPLIANCE, INC	0010-801-3210-31950	1,275.00	FIRE RANGE TOP HOOD INSTALL		321008	
						1,275.00
ROBERTO A AGUIRRE	0075-450-0075-08616	96.24	GERANIUM FESTIVAL DECOR(TRUST)		321017	
	0159-801-6507-31970	76.95	PICKLEBALL COURT TAPE		321017	
	0075-450-0075-08500	324.89	HOLLYWOOD BOWL (TRUST)		321017	
	0178-801-6502-23050	58.02	DUSTER FOR BARNES GYM		321017	
						556.10
EMILY JOY BAILEY	0136-801-3101-33250	250.00	POST TRAINING		321018	
						250.00
BANKCARD CENTER	0010-801-1101-39400	1,221.90	08/18-LCC CONFERENCE		321019	
	0010-801-1201-39400	1,691.96	08/18-LCC,ICMA CONFERENCE		321019	
	0010-801-1301-39400	950.00	08/18-LCC CONFERENCE,TRAINING		321019	
	0010-801-1403-31950	150.00	08/18-BUDGET AWARD APPLICATION		321019	
	0010-801-1403-39300	275.00	08/18-MEMBERSHIP		321019	
	0010-801-1403-39400	200.00	08/18-WEBINAR		321019	
	0010-801-1404-24150	472.50	08/18-PDF SERVER LICENSE		321019	
	0010-801-1703-33200	20.00	08/18-LCC MEETING		321019	
	0010-801-1704-33200	285.00	08/18-ICSC CONFERENCE		321019	
	0010-801-1801-32200	9.95	08/18-POSTAGE		321019	
	0010-801-1801-33200	260.36	08/18-NEOGOV CONFERENCE		321019	
	0010-801-3101-22650	10.23	08/18-SUBSCRIPTION		321019	
	0010-801-3101-22670	485.01	08/18-BLOCK CAPTAIN MEETING		321019	
	0010-801-3101-22750	10.00	08/18-CAR WASH		321019	
	0010-801-3101-38400	20.00	08/18-CAR WASH		321019	
	0010-801-3210-22670	269.95	08/18-PLAQUE		321019	
	0010-801-3210-22750	429.07	08/18-STRIKE TEAM EXPENSES		321019	
	0010-801-3210-38400	9.84	08/18-VACUUM PARTS		321019	
	0010-801-3220-39400	452.01	08/18-EMS TRAINING MAMUAL		321019	
	0010-801-3230-39460	167.40	08/18-EOC NETWORK CABLE		321019	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/03/2018

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
BANKCARD CENTER	0010-801-6001-22150	63.08	08/18-JANITORIAL SUPPLIES		321019	
	0010-801-6002-21350	243.32	08/18-TRAINING		321019	
	0010-801-6505-23910	307.88	08/18-LANGLEY KITCHEN SUPPLIES		321019	
	0060-801-3210-38400	368.32	08/18-PARTS FOR E64		321019	
	0075-450-0075-08370	1,025.00	08/18-EE TICKET PROGRAM(TRUST)		321019	
	0075-450-0075-08550	143.61	08/18-LANGLEY (TRUST)		321019	
	0075-450-0075-08555	595.00	08/18-LUAU LUNCHEON (TRUST)		321019	
	0075-450-0075-08640	80.00	08/18-MEMBERSHIP (TRUST)		321019	
	0092-801-6508-39860	197.44	08/18-FARMER MARKET SUPPLIES		321019	
	0160-801-3101-39400	725.00	08/18-IACP CONF,UCLA TRAINING		321019	
	0349-801-3201-39400	2,921.37	08/18-TRAINING DRONE,TV MOUNT		321019	
	0454-801-6005-32200	336.75	08/18-FLAT RATE ENVELOPES		321019	
						14,396.95
RON BOW	0010-801-1201-39400	319.50	ICMA CONFERENCE		321020	
						319.50
CALBO TRAINING INSTITUTE	0010-801-1703-33200	390.00	CALBO EDUCATION WEEK		321021	
						390.00
PETER CHAN	0010-801-1101-39400	73.00	LCC CONFERENCE		321022	
						73.00
JENNIFER CHANG	0136-801-3101-33250	250.00	POST TRAINING		321023	
						250.00
CHARTER COMMUNICATIONS	0010-801-3230-32050	131.95	INTERNET/CABLE SERVICE		321009	
	0010-801-3210-32050	99.98	INTERNET/CABLE SERVICE		321009	
	0010-801-3210-32050	101.47	INTERNET/CABLE SERVICE		321009	
	0010-801-3201-32050	608.25	INTERNET/CABLE SERVICE		321009	
						941.65
	0092-801-4210-38400	134.98	INTERNET/CABLE SERVICE		321024	
						134.98

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/03/2018

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
DNM ENTERPRISES (DBA) TRAVEL SERVER	0010-701-0010-08025	900.00	LANGLEY LAUGHLIN TRIP		321025	
	0010-701-0010-08025	4,200.00	LANGLEY LAUGHLIN TRIP		321025	
						5,100.00
EMS PERSONNEL FUND	0010-801-3220-41100	200.00	PARAMEDIC LICENSE		321026	
						200.00
EZEQUIEL LOPEZ VELASCO (DBA) EFFICI	0010-801-3113-38250	2,326.88	JAIL JANITORIAL SERVICES	19-0165	321027	
						2,326.88
JONATHAN GIN	0010-801-3230-38400	201.63	REIMBURSE PATCHES		321028	
						201.63
GREATER LOS ANGELES AREA COUNCIL #3	0075-450-0075-08420	270.00	EXPLORER BATTLE OF BADGE-TRUST		321029	
						270.00
HAMPTON INN & SUITES MORENO VALLEY	0136-801-3101-33250	1,551.10	POST TRAINING		321030	
						1,551.10
HENSLEY LAW GROUP	0010-801-1601-31600	21,366.78	LEGAL-GENERAL SERVICES	19-0172	321010	
	0010-801-1601-31600	287.00	LEGAL-CC&R REVIEW	19-0173	321010	
	0010-801-1601-31600	2,412.00	LEGAL-CODE ENFORCEMENT	19-0173	321010	
	0010-801-1601-31600	2,610.00	LEGAL-GOODVIEWS	19-0173	321010	
	0010-801-1601-31600	232.00	LEGAL-MARKET PLACE	19-0173	321010	
	0010-801-1601-31600	2,465.00	LEGAL-GENERAL LITIGATION	19-0173	321010	
	0010-801-1601-31600	493.00	LEGAL-KING'S INN	19-0173	321010	
						29,865.78
HOME DEPOT CREDIT SERVICES	0010-801-6517-23100	79.00	BROOM,EYE BOLT, EPOXY TIE	19-0096	321011	
	0010-801-6517-23100	144.44	POTS VINCA, POTTING MIX	19-0096	321011	
	0010-801-6517-23100	49.01	POTS VINCA,CATHARANTHUS	19-0096	321011	
	0010-801-6517-23100	96.94	KELLOGG AMEND,DATE PALM,ANCHR	19-0096	321011	
	0010-801-6517-23100	156.27	LUMBER,BRASS PIPES,BUCKETS	19-0096	321011	
	0010-801-4210-23050	22.78	LUMBER		321011	
	0010-801-4210-23050	201.89	PVC PIPES,LUBBER,EXT CORDS		321011	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/03/2018

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
HOME DEPOT CREDIT SERVICES	0010-801-4210-23050	64.54	TOOLS RENTAL		321011	
	0010-801-4210-23050	85.06	WIRE HOOKS,CLOROX,HAND STRIP		321011	
	0010-801-4210-23050	23.55	FLY TRAPS,PAPER KEY TAGS		321011	
	0010-801-4210-23050	98.42	BATTERIES		321011	
	0010-801-4210-23050	64.80	COILS,ELBOW COMP,ADAPTERS		321011	
	0010-801-6503-38200	346.39	SUPMET,STUDS,ROOF EDGE,NAILS		321011	
	0010-801-6503-38200	459.00	TRIM BOARD,DECK SCREWS		321011	
	0010-801-6503-38200	45.53	SHINGLEHAMER,MAXFITS,SCREWS		321011	
	0010-801-6503-38200	44.87	SHINGLE ROLL,SUPMET		321011	
	0010-801-6503-38200	541.25	LUMBER, PLYWOOD		321011	
	0010-801-6503-38200	556.68	LUMBER,JOIST HANGER,ROOF FELT		321011	
	0010-801-6503-38200	233.21	COATED SINKER,TIE PLATE,LUMBER		321011	
	0010-801-6503-38200	114.69	LUMBER,NAILS		321011	
	0010-801-6517-23100	10.88	ALYSSUM,GERANIUMS	19-0096	321011	
	0010-801-3210-24100	146.87	TOOL BAG,DREMMEL TOOL		321011	
	0010-801-3210-38100	8.57	TANK LEVER,CHAIN		321011	
	0110-801-4202-23600	96.51	WHEELBARROW TIRE,CONCRETE BLK		321011	
	0010-801-4210-23050	438.57	MICROWAVE OVEN		321011	
	0010-801-6505-23050	33.89	TOWEL,WET MOPS	19-0163	321011	
	0010-801-6508-23050	110.69	CABLE TIRE,TAPES,		321011	
	0010-801-6502-38100	17.34	KEYS		321011	
	0092-801-4222-23700	235.41	BLADES,CUTTERS,DETERGENTS		321011	
	0092-801-4222-23700	94.35	BLOCK TOP PATCH,PLAY SAND		321011	
	0092-801-4222-23700	31.89	BRASS PIPE,ELBOW		321011	
	0092-801-4222-23700	93.01	CORE BITS,ADAPTER		321011	
	0092-801-4222-23700	43.73	SMALL PARTS ORGANIZER		321011	
	0092-801-4223-24100	311.22	PLIERS,WRENCH,TAPE MEASURE		321011	
	0092-801-4223-21350	37.15	CLEANER,GLASS ULTRA WASH		321011	
	0010-801-6505-23050	184.57	WIPES,TOWELS,GLOVES	19-0163	321011	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/03/2018

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
HOME DEPOT CREDIT SERVICES	0010-801-4210-23050	97.31	LEVEL,ANGLE PLUGS,SWITCH		321011	
						5,420.28
HUANG, ZHI QING (JESSICA)	0136-801-3101-33250	18.00	POST TRIANING		321031	
						18.00
GUSTAVO JIMENEZ	0010-801-3104-38400	17.50	PETTY CASH-KEYS		321032	
	0010-801-3114-21350	47.06	PETTY CASH-INFO CARDS		321032	
	0060-801-4211-22250	25.00	PETTY CASH-GAS		321032	
	0010-801-3101-22750	13.65	PETTY CASH-POSTAGE		321032	
	0010-801-3101-22750	10.40	PETTY CASH-KEYS		321032	
	0010-801-3113-38400	6.56	PETTY CASH-BATTERY		321032	
	0010-801-3101-22750	10.94	PETTY CASH-TOWELS		321032	
	0010-801-3104-38400	76.64	PETTY CASH-BRIEFCASE		321032	
	0060-801-4211-22250	45.00	PETTY CASH-GAS		321032	
	0010-801-3101-22750	6.70	PETTY CASH-POSTAGE		321032	
	0010-801-3102-22300	32.30	PETTY CASH-GLOVES		321032	
	0010-801-3104-38400	31.49	PETTY CASH-CHARGER		321032	
	0010-801-3103-33100	10.50	PETTY CASH-PARKING		321032	
	0010-801-3103-38400	90.51	PETTY CASH-BATTERIES		321032	
						424.25
ERIC KIM	0075-450-0075-08420	1,061.11	GOLF RAFFLE PRIZES (TRUST)		321033	
	0075-450-0075-08420	1,156.22	GOLF RAFFLE PRIZES (TRUST)		321033	
						2,217.33
KIMBERLY D. TURNER (DBA) KIM TURNER	0136-801-3101-33250	100.00	POST TRAINING		321034	
						100.00
KNIGHT COMMUNICATIONS INC	0010-801-1301-38400	527.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0010-801-1404-38400	492.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0043-801-1404-38400	581.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0092-801-1404-38400	758.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0010-801-1701-38400	400.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/03/2018

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
KNIGHT COMMUNICATIONS INC	0010-801-1702-38400	400.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0010-801-1703-38400	400.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0010-801-1801-38400	778.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0010-801-3115-38400	1,726.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0010-801-3201-38400	952.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0022-801-4202-38400	556.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0092-801-4210-38400	208.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0060-801-4211-38400	1,238.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0043-801-4212-38400	417.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0092-801-4220-38400	1,417.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0010-801-6001-38400	1,083.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0010-801-6502-38400	797.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0093-801-4226-38400	167.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0093-801-4227-38400	167.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0093-801-4229-38400	167.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0093-801-4230-38400	167.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0093-801-4231-38400	167.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0094-801-4226-38400	167.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0094-801-4227-38400	167.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0094-801-4229-38400	167.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0094-801-4230-38400	167.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0094-801-4231-38400	167.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0010-801-1301-38400	527.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0010-801-1404-38400	492.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0043-801-1404-38400	581.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0092-801-1404-38400	758.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0010-801-1701-38400	400.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0010-801-1702-38400	400.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0010-801-1703-38400	400.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/03/2018

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
KNIGHT COMMUNICATIONS INC	0010-801-1801-38400	778.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0010-801-3115-38400	1,726.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0010-801-3201-38400	952.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0022-801-4202-38400	556.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0092-801-4210-38400	208.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0060-801-4211-38400	1,238.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0043-801-4212-38400	417.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0092-801-4220-38400	1,417.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0010-801-6001-38400	1,083.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0010-801-6502-38400	797.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0093-801-4226-38400	167.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0093-801-4227-38400	167.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0093-801-4229-38400	167.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0093-801-4230-38400	167.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0093-801-4231-38400	167.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0094-801-4226-38400	167.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0094-801-4227-38400	167.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0094-801-4229-38400	167.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0094-801-4230-38400	167.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0094-801-4231-38400	167.00	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0010-801-3115-31700	1,537.50	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0160-801-3115-31700	8,962.50	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0010-801-3115-31700	1,537.50	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0160-801-3115-31700	8,962.50	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0010-801-3115-31700	1,537.50	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
	0160-801-3115-31700	8,962.50	SYSTEM MANAGEMENT SERVICE	19-0129	321035	
						60,300.00
	0010-801-1301-38400	527.00	SYSTEM MANAGEMENT SERVICE	19-0129	321036	
	0010-801-1404-38400	492.00	SYSTEM MANAGEMENT SERVICE	19-0129	321036	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/03/2018

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
KNIGHT COMMUNICATIONS INC	0043-801-1404-38400	581.00	SYSTEM MANAGEMENT SERVICE	19-0129	321036	
	0092-801-1404-38400	758.00	SYSTEM MANAGEMENT SERVICE	19-0129	321036	
	0010-801-1701-38400	400.00	SYSTEM MANAGEMENT SERVICE	19-0129	321036	
	0010-801-1702-38400	400.00	SYSTEM MANAGEMENT SERVICE	19-0129	321036	
	0010-801-1703-38400	400.00	SYSTEM MANAGEMENT SERVICE	19-0129	321036	
	0010-801-1801-38400	778.00	SYSTEM MANAGEMENT SERVICE	19-0129	321036	
	0010-801-3115-38400	1,726.00	SYSTEM MANAGEMENT SERVICE	19-0129	321036	
	0010-801-3201-38400	952.00	SYSTEM MANAGEMENT SERVICE	19-0129	321036	
	0022-801-4202-38400	556.00	SYSTEM MANAGEMENT SERVICE	19-0129	321036	
	0092-801-4210-38400	208.00	SYSTEM MANAGEMENT SERVICE	19-0129	321036	
	0060-801-4211-38400	1,238.00	SYSTEM MANAGEMENT SERVICE	19-0129	321036	
	0043-801-4212-38400	417.00	SYSTEM MANAGEMENT SERVICE	19-0129	321036	
	0092-801-4220-38400	1,417.00	SYSTEM MANAGEMENT SERVICE	19-0129	321036	
	0010-801-6001-38400	1,083.00	SYSTEM MANAGEMENT SERVICE	19-0129	321036	
	0010-801-6502-38400	797.00	SYSTEM MANAGEMENT SERVICE	19-0129	321036	
	0093-801-4226-38400	167.00	SYSTEM MANAGEMENT SERVICE	19-0129	321036	
	0093-801-4227-38400	167.00	SYSTEM MANAGEMENT SERVICE	19-0129	321036	
	0093-801-4229-38400	167.00	SYSTEM MANAGEMENT SERVICE	19-0129	321036	
	0093-801-4230-38400	167.00	SYSTEM MANAGEMENT SERVICE	19-0129	321036	
	0093-801-4231-38400	167.00	SYSTEM MANAGEMENT SERVICE	19-0129	321036	
	0094-801-4226-38400	167.00	SYSTEM MANAGEMENT SERVICE	19-0129	321036	
	0094-801-4227-38400	167.00	SYSTEM MANAGEMENT SERVICE	19-0129	321036	
	0094-801-4229-38400	167.00	SYSTEM MANAGEMENT SERVICE	19-0129	321036	
	0094-801-4230-38400	167.00	SYSTEM MANAGEMENT SERVICE	19-0129	321036	
	0094-801-4231-38400	167.00	SYSTEM MANAGEMENT SERVICE	19-0129	321036	
						14,400.00
LIEBERT CASSIDY WHITMORE	0010-801-1801-31951	162.00	IS TERM		321037	
	0010-801-1801-31951	486.00	TG GRIEVANCE APPEAL		321037	
	0010-801-1801-31953	1,161.00	JR GRIEVANCE APPEAL		321037	

CITY OF MONTEREY PARK
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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
LIEBERT CASSIDY WHITMORE	0010-801-1801-31953	105.00	JM DISCIPLINE		321037	
	0010-801-1601-31600	4,836.07	PITCHES MOTIONS		321037	
	0010-801-1601-31600	75.90	FLSA PAY AUDIT		321037	
	0010-801-1601-31600	117.00	FF ASSO MOU REVIEW		321037	
	0010-801-1601-31600	216.00	SEIU 721		321037	
	0062-801-5101-31600	324.00	CT PRE LITIGATION		321037	
						7,482.97
MONTEREY PARK PETTY CASH	0075-450-0075-08420	70.61	PETTY CASH-GOLF (TRUST)		321012	
	0075-450-0075-08420	72.76	PETTY CASH-GOLF (TRUST)		321012	
	0075-450-0075-08420	137.50	PETTY CASH-GOLF (TRUST)		321012	
	0075-450-0075-08420	96.40	PETTY CASH-GOLF (TRUST)		321012	
	0010-801-1406-39400	69.82	PETTY CASH-MILEAGE		321012	
	0010-801-1406-39400	15.32	PETTY CASH-MILEAGE		321012	
	0010-801-1403-22750	98.05	PETTY CASH-OFFICE SUPPLIES		321012	
	0010-801-4212-33100	21.40	PETTY CASH-MILEAGE		321012	
						581.86
	0010-801-6503-22300	50.00	PETTY CASH-TRAINING MATERIAL		321038	
	0349-801-3201-39400	67.29	PETTY CASH-TRAINING		321038	
	0092-801-4223-21200	39.49	PETTY CASH-FOOD FOR CREW		321038	
	0092-801-4223-21200	51.57	PETTY CASH-FOOD FOR CREW		321038	
	0092-801-4223-21200	65.62	PETTY CASH-FOOD FOR CREW		321038	
	0010-801-3210-32200	4.37	PETTY CASH-MAILING		321038	
	0010-801-3210-38100	56.05	PETTY CASH-HARDWARE		321038	
	0010-801-3120-22750	39.49	PETTY CASH-FOOD FOR PD STAFF		321038	
	0075-450-0075-08420	95.67	PETTY CASH-GOLF (TRUST)		321038	
	0075-450-0075-08420	5.92	PETTY CASH-GOLF (TRUST)		321038	
	0075-450-0075-08420	41.76	PETTY CASH-GOLF (TRUST)		321038	
	0075-450-0075-08420	95.43	PETTY CASH-GOLF (TRUST)		321038	
						612.66

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
OFFICE DEPOT INC.	0176-801-6516-21350	190.00	TONER,REPORT COVERS,NOTE PAD	19-0089	321013	
	0010-801-4212-21250	84.73	MESSAGE STAMP,STAMP REFILL		321013	
	0010-801-4212-21250	25.94	SAFETY HEADLIGHT		321013	
	0010-801-6502-21250	70.31	BOX,MARKER,PAPER		321013	
	0010-801-6502-21250	179.96	TAPE,PEN,INK,FOLDER		321013	
	0010-801-6505-21250	35.98	THERMAL ROLL PAPER	19-0135	321013	
	0010-801-6505-21350	282.58	PAPER,BULLETIN BOARD,PENS	19-0135	321013	
	0109-801-6511-22750	253.83	LAMINATING POUCHES,BADGES	19-0135	321013	
	0010-801-6505-21350	8.82	COIN WRAPPERS	19-0135	321013	
	0010-801-6505-21350	633.58	CUP,PEN,DESK PAD,PAPER,PLANNER	19-0135	321013	
	0010-801-3114-21350	6.01	PAPER		321013	
	0010-801-3114-21350	15.76	FOLDER		321013	
	0010-801-3114-21350	321.01	PAPER,LABEL,INDEX,TAPE		321013	
	0010-801-3114-21350	373.15	PAPER,TAPE,CALENDAR,DESK PAD		321013	
	0163-801-6005-21350	240.55	PAPER,CALCULATOR,PENS,MARKERS		321013	
	0010-801-6001-21350	115.34	PAPER,CUPS		321013	
	0010-801-6001-21350	56.58	HAND SANITIZER,NAPKINS		321013	
	0010-801-3210-21300	5.62	PAPER	19-0090	321013	
	0092-801-4222-23700	289.41	CHAIR		321013	
	0092-801-4222-21350	22.01	CABLE		321013	
	0092-801-4222-21350	41.38	FRAME		321013	
	0010-801-4209-21350	174.55	PENS,NOTE PADS,BATTERIES		321013	
	0010-801-4209-21350	42.99	PAPER		321013	
	0010-801-3102-22750	106.63	CHAIR MAT		321013	
	0010-801-3205-21350	353.68	FILE ROLLING CART	19-0090	321013	
	0010-801-3205-21300	5.62	PAPER	19-0090	321013	
	0010-801-3205-21350	5.46	RUBBER BAND	19-0090	321013	
	0010-801-3205-21350	5.46-	RUBBER BAND-CREDIT	19-0090	321013	
	0010-801-3205-21350	5.46	RUBBER BAND	19-0090	321013	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						3,941.48
PITNEY BOWES POSTAGE BY PHONE	0010-801-1301-32200	2.47	POSTAGE		321039	
	0010-801-1403-32200	97.19	POSTAGE		321039	
	0010-801-1406-32200	78.64	POSTAGE		321039	
	0010-801-1701-32200	3.56	POSTAGE		321039	
	0010-801-1702-32200	31.96	POSTAGE		321039	
	0010-801-1703-32200	0.47	POSTAGE		321039	
	0010-801-1801-32200	12.38	POSTAGE		321039	
	0010-801-1802-32200	0.47	POSTAGE		321039	
	0010-801-3101-32200	3.76	POSTAGE		321039	
	0010-801-3102-32200	10.26	POSTAGE		321039	
	0010-801-3104-32200	13.99	POSTAGE		321039	
	0010-801-3113-32200	7.00	POSTAGE		321039	
	0010-801-3114-32200	65.76	POSTAGE		321039	
	0010-801-3120-32200	9.40	POSTAGE		321039	
	0010-801-3201-32200	5.13	POSTAGE		321039	
	0010-801-3205-32200	17.39	POSTAGE		321039	
	0010-801-3210-32200	3.97	POSTAGE		321039	
	0010-801-3220-32200	14.80	POSTAGE		321039	
	0010-801-4209-32200	4.34	POSTAGE		321039	
	0010-801-6001-32200	24.91	POSTAGE		321039	
	0010-801-6502-32200	194.34	POSTAGE		321039	
	0043-801-4212-32200	3.57	POSTAGE		321039	
	0075-450-0075-09230	33.50	POSTAGE (TRUST)		321039	
						639.26
PROFORCE LAW ENFORCEMENT (DBA)	0010-850-5002-99328	260.00	POLICE HOLSTER	18-0477	321040	
						260.00
RIVERSIDE COUNTY SHERIFFS DEPT	0136-801-3101-33250	330.00	POST TRAINING		321041	
						330.00

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
TERESA REAL SEBASTIAN	0010-801-1101-39400	15.00	LCC CONFERENCE		321042	
						15.00
THE GAS COMPANY (DBA)	0010-801-3114-36200	36.63	GAS SERVICES		321014	
	0060-801-4211-22250	9,489.50	GAS SERVICES		321014	
						9,526.13
UNITED PARCEL SERVICE	0010-801-1407-32200	135.00	DELIVERY SERVICES		321043	
	0010-801-3101-32200	24.38	DELIVERY SERVICES		321043	
	0010-801-3205-32200	114.90	DELIVERY SERVICES		321043	
						274.28
MARICELA VASQUEZ	0010-801-6506-22750	200.00	DAY CARE SUPPLIES		321015	
						200.00
VERIZON WIRELESS	0092-801-4222-32050	152.04	WIRELESS VOICE & DATA SERVICE		321016	
	0010-801-3115-38400	38.01	WIRELESS VOICE & DATA SERVICE		321016	
	0010-801-3205-32050	63.02	WIRELESS VOICE & DATA SERVICE		321016	
	0010-801-3210-32050	219.39	WIRELESS VOICE & DATA SERVICE		321016	
	0010-801-3220-32050	140.17	WIRELESS VOICE & DATA SERVICE		321016	
	0010-801-6502-32050	55.06	WIRELESS VOICE & DATA SERVICE		321016	
	0010-801-3112-32050	56.05	WIRELESS VOICE & DATA SERVICE		321016	
	0010-801-3112-32050	1,502.60	WIRELESS VOICE & DATA SERVICE		321016	
	0010-801-1404-32050	582.11	WIRELESS VOICE & DATA SERVICE		321016	
						2,808.45
	0010-801-1701-32050	38.27	WIRELESS VOICE & DATA SERVICE		321044	
	0010-801-1702-32050	166.69	WIRELESS VOICE & DATA SERVICE		321044	
	0010-801-1703-32050	50.50	WIRELESS VOICE & DATA SERVICE		321044	
	0022-801-4206-32050	60.63	WIRELESS VOICE & DATA SERVICE		321044	
	0010-801-4209-32050	11.65	WIRELESS VOICE & DATA SERVICE		321044	
	0010-801-4212-32050	11.63	WIRELESS VOICE & DATA SERVICE		321044	
	0092-801-4221-32050	15.74	WIRELESS VOICE & DATA SERVICE		321044	
	0092-801-4222-32050	0.38	WIRELESS VOICE & DATA SERVICE		321044	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
VERIZON WIRELESS	0092-801-4223-32050	75.53	WIRELESS VOICE & DATA SERVICE		321044	
	0010-801-6502-32050	0.19	WIRELESS VOICE & DATA SERVICE		321044	
	0010-801-6517-32050	56.43	WIRELESS VOICE & DATA SERVICE		321044	
	0010-801-1201-38400	38.01	WIRELESS VOICE & DATA SERVICE		321044	
						525.65
PAUL YNIGUEZ	0075-450-0075-08420	648.86	GOLF RAFFLE PRIZES (TRUST)		321045	
						648.86
	TOTAL FOR PREPAID WARRANTS					**168,829.03**
	PRINTED	168,829.03				

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ACTION SALES (DBA)	0010-801-6502-31950	2,783.12	ICE MACHINE	19-0052	321046	
						2,783.12
ALLSTAR FIRE EQUIPMENT INC.	0010-801-3210-38400	296.15	NOZZLE		30 **	
	0010-801-3210-38400	46.25	ROPE ENDS		30 **	
	0010-801-3210-24100	541.86	HOOLIGAN TOOLS		30 **	
						884.26
ALPHACARD	0010-801-3210-22670	82.10	FIRE ID SUPPLIES		321047	
						82.10
GILBERT ALVAREZ	0010-801-3104-22310	264.32	UNIFORM REIMBURSEMENT		321048	
						264.32
AMERICAN PUBLIC WORKS ASS'N	0060-801-4211-39400	100.00	APWA EDUCATION COMMITTEE		321049	
	0022-801-4202-39400	100.00	APWA EDUCATION COMMITTEE		321049	
	0042-801-4204-39400	100.00	APWA EDUCATION COMMITTEE		321049	
	0022-801-4206-39400	99.00	APWA EDUCATION COMMITTEE		321049	
						399.00
AMERICAN RED CROSS	0010-801-6503-22300	595.00	AQUATIC CPR/AED TRAINING		321050	
						595.00
AMERIGAS PROPANE LP	0060-801-4211-31950	131.69	TANK RENTAL		321051	
						131.69
APPLE INC.	0349-801-3201-39400	5,942.71	FIRE-MACBOOK PROS	19-0101	321052	
						5,942.71
APPLEONE EMPLOYMENT SERVICES	0010-801-1704-31950	1,136.96	TEMPORARY STAFFING SERVICES		321053	
	0010-801-1704-31950	697.68	TEMPORARY STAFFING SERVICES		321053	
						1,834.64
APRIL LOVE CADAO MEYERS/KENNETH K M	0060-801-4211-38400	35.00	SMOG CHECK-UNIT 845	19-0147	321054	
	0060-801-4211-38400	35.00	SMOG CHECK-UNIT 041	19-0147	321054	
	0060-801-4211-38400	35.00	SMOG CHECK-UNIT 056	19-0147	321054	
	0060-801-4211-38400	35.00	SMOG CHECK-UNIT 923	19-0147	321054	

** Indicates an ACH-Payment transaction

CITY OF MONTEREY PARK
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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
APRIL LOVE CADAO MEYERS/KENNETH K M	0060-801-4211-38400	35.00	SMOG CHECK-UNIT 064	19-0147	321054	
	0060-801-4211-38400	35.00	SMOG CHECK-UNIT 022	19-0147	321054	
	0060-801-4211-38400	35.00	SMOG CHECK-UNIT 890	19-0147	321054	
	0060-801-4211-38400	35.00	SMOG CHECK-UNIT 008	19-0147	321054	
						280.00
ARAMARK UNIFORM & CAREER APPAREL GR	0010-801-3210-39050	16.32	UNIFORM CLEANING		321055	
	0010-801-3210-39050	21.14	UNIFORM CLEANING		321055	
	0010-801-3210-39050	8.17	UNIFORM CLEANING		321055	
	0060-801-4211-22300	48.47	UNIFORM CLEANING		321055	
	0060-801-4211-22300	48.47	UNIFORM CLEANING		321055	
	0060-801-4211-22300	48.64	UNIFORM CLEANING		321055	
	0060-801-4211-22300	48.64	UNIFORM CLEANING		321055	
	0060-801-4211-22300	48.64	UNIFORM CLEANING		321055	
						288.49
ARGIL BLDG. MATERIAL CO.	0110-801-4202-23600	191.63	STREETS CONCRETE MIX		321056	
						191.63
ARROW INTERNATIONAL	0010-801-3220-24200	1,026.56	NEEDLES		321057	
						1,026.56
ARROYO BACKGROUND INVESTIGATIONS	0010-801-3104-31950	400.00	BACKGROUND INVESTIGATIONS	19-0074	321058	
						400.00
ASSOCIATED TRANSPORTATION SYSTEMS,	0010-801-3103-22750	265.00	POLICE-TRANSPORT EOD ROBOT		321059	
						265.00
ASTRO PLUMBING SUPPLY CO (DBA)	0092-801-4223-23300	988.59	PRESS UNION		321060	
	0092-801-4223-23300	31.15	BRASS PLUG LEAD FEE		321060	
	0010-801-4210-38100	160.59	WHITE SEATS		321060	
						1,180.33
ATHENS SERVICES	0022-801-4205-41200	26,625.00	STREET SWEEPING SERVICES	19-0061	321061	
	0022-801-4205-41200	26,625.00	STREET SWEEPING SERVICES	19-0061	321061	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ATHENS SERVICES	0022-801-4205-41200	26,625.00	STREET SWEEPING SERVICES	19-0061	321061	
						79,875.00
AUTOZONE PARTS, INC.	0060-801-4211-23500	133.48	BATTERY		321062	
	0060-801-4211-23500	165.24	BATTERY		321062	
	0060-801-4211-23500	165.24	BATTERY-UNIT 092		321062	
	0060-801-4211-23500	99.62	INTAKE MANIFOLD GASKET-UNIT949		321062	
						563.58
B W GRAPHICS	0010-801-1101-39250	208.05	BUSINESS CARD-S LAM		321063	
	0010-801-1101-39250	208.05	BUSINESS CARD-H LAING		321063	
						416.10
BACKFLOW APPARATUS & VALVE CO	0092-801-4221-23300	1,411.97	WATER TOOLS		321064	
	0092-801-4221-23900	50.83	WATER NEEDLE VALVES,FITTINGS		321064	
						1,462.80
BAKER & TAYLOR INC	0010-801-6002-40000	16.66	BOOK(S) 1		321065	
	0010-801-6002-40000	17.94	BOOK(S) 1		321065	
	0010-801-6002-40000	33.96	BOOK(S) 2		321065	
	0010-801-6002-40000	37.81	BOOK(S) 2		321065	
	0010-801-6006-40000	414.49	BOOK(S) 23		321065	
	0010-801-6006-40000	61.47	BOOK(S) 6		321065	
	0010-801-6006-40000	5.30	BOOK(S) 1		321065	
	0010-801-6006-40000	10.88	BOOK(S) 1		321065	
	0010-801-6006-40000	64.11	BOOK(S) 6		321065	
	0010-801-6002-40000	654.97	BOOK(S) 38		321065	
	0010-801-6002-40000	49.72	BOOK(S) 2		321065	
	0010-801-6002-40000	921.94	BOOK(S) 59		321065	
						2,289.25
BEAR COMMUNICATIONS INC (DBA) BEARC	0010-801-3112-38400	144.91	POLICE WIRE ANTENNA		321066	
						144.91

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
BEVERLY URGENT CARE, INC.	0010-801-1801-31900	155.00	PRE-EMPLOYMENT SCREENING		321067	
	0010-801-1801-31900	5,064.00	PRE-EMPLOYMENT SCREENING		321067	
						5,219.00
BRAVO BUSINESS RESOURCES	0077-801-1111-31950	60.00	TRANSLATION SERVICES		321068	
						60.00
BRODART COMPANY	0533-801-6002-40000	1,297.01	BOOK(S) 62		321069	
	0533-801-6002-40000	426.00	BOOK(S) 19		321069	
						1,723.01
BSN SPORTS (DBA)	0010-801-6508-39860	861.23	TODDLER SWINGS		321070	
						861.23
BURRO CANYON SHOOTING PARK DBA	0010-801-3103-22750	20.00	POLICE RANGE FEES		321071	
	0010-801-3103-22750	20.00	POLICE RANGE FEES		321071	
						40.00
CALIFORNIA NARCOTIC OFFICERS	0160-801-3101-39400	1,755.00	POLICE TRAINING		321072	
						1,755.00
	0160-801-3101-39400	45.00	POLICE TRAINING		321073	
						45.00
CANON FINANCIAL SERVICES, INC.	0010-801-1701-37500	4,936.83	COPIER MACHINE RENTAL	19-0166	321074	
	0092-801-4222-32050	660.20	COPIER MACHINE RENTAL		321074	
	0010-801-3104-38400	2,204.69	COPIER MACHINE RENTAL		321074	
	0060-801-4211-31950	441.45	COPIER MACHINE RENTAL		321074	
						8,243.17
CARL WARREN & COMPANY	0062-801-5101-35600	1,000.00	LIABILITY CLAIMS ADMIN FEES		321075	
	0062-801-5101-35600	1,125.00	LIABILITY CLAIMS ADMIN FEES		321075	
	0062-801-5101-35600	375.00	LIABILITY CLAIMS ADMIN FEES		321075	
						2,500.00
CHARLIES TIRE RECYCLING	0060-801-4211-31950	155.00	FLEET TIRE RECYCLING		321076	
						155.00

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CINDY TRANG	0010-801-1801-39400	1,920.00	TUITION REIMBURSEMENT		321077	
						1,920.00
CINTAS CORPORATION NO. 3 (DBA) CINT	0010-801-3210-22150	193.06	JANITORIAL SUPPLIES-FS61		321078	
	0010-801-3210-22150	178.06	JANITORIAL SUPPLIES-FS61		321078	
	0010-801-3210-22150	393.32	JANITORIAL SUPPLIES-FS61		321078	
	0010-801-3210-22150	178.06	JANITORIAL SUPPLIES-FS61		321078	
	0010-801-3210-22150	74.85	JANITORIAL SUPPLIES-FS62		321078	
	0010-801-3210-22150	60.86	JANITORIAL SUPPLIES-FS62		321078	
	0010-801-3210-22150	213.72	JANITORIAL SUPPLIES-FS62		321078	
	0010-801-3210-22150	60.86	JANITORIAL SUPPLIES-FS62		321078	
	0010-801-3210-22150	77.38	JANITORIAL SUPPLIES-FS63		321078	
	0010-801-3210-22150	62.70	JANITORIAL SUPPLIES-FS63		321078	
	0010-801-3210-22150	204.74	JANITORIAL SUPPLIES-FS63		321078	
	0010-801-3210-22150	62.70	JANITORIAL SUPPLIES-FS63		321078	
	0010-801-3210-22150	25.95	JANITORIAL SUPPLIES-FS61		321078	
	0010-801-4210-38100	258.83	JANITORIAL SUPPLIES-LANGLEY		321078	
						2,045.09
CITY LASER SERVICE INC.	0010-801-1704-24150	274.93	PRINTER REPAIR		31 **	
						274.93
CITY OF GLENDALE	0010-801-3104-31950	750.00	DNA PROCESSING	19-0034	321079	
						750.00
DANIEL CLARIDGE	0349-801-3201-39400	1,920.00	FIRE TRAINING		321080	
						1,920.00
CLEAN ENERGY	0109-801-4201-31950	469.27	CNG FUEL		321081	
						469.27
COMMEND TRUCKING INC.	0010-701-0010-06160	74.00	REFUND HOME OCCUPATION PERMIT		321082	
						74.00
COMPLETE LANDSCAPE CARE, INC.	0092-801-4222-38500	3,740.00	WEED ABATEMENT	19-0128	321083	

** Indicates an ACH-Payment transaction

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/03/2018

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
COMPLETE LANDSCAPE CARE, INC.	0010-801-6516-31190	1,200.00	PLANTER MONTEREY PASS ROAD	19-0133	321083	
	0010-801-6516-31190	825.00	DEMO GARDEN CLEAN UP		321083	
	0010-801-6516-31190	600.00	ELAC IRRIGATION SERVICE		321083	
	0010-801-6516-31190	625.00	IRRIGATION SERVICE		321083	
						6,990.00
COMPUTER SERVICE COMPANY	0010-801-4206-38400	15,148.34	TRAFFIC SIGNAL MAINTENANCE	19-0103	321084	
						15,148.34
COUNTY OF ORANGE - SHERIFF CORONER	0136-801-3101-33250	115.00	POST TRAINING		321085	
	0136-801-3101-33250	124.20	POST TRAINING		321085	
	0136-801-3101-33250	120.00	POST TRAINING		321085	
						359.20
PATRICIA CRUZ	0010-801-1801-39400	1,920.00	TUITION REIMBURSEMENT		321086	
						1,920.00
BILL CUEVAS	0010-801-3103-22310	199.90	UNIFORM REIMBURSEMENT		321087	
						199.90
CURVATURE, INC DBA CURVATURE LLC	0010-801-3115-38400	544.00	SERVER MAINTENANCE	19-0036	321088	
						544.00
DAILY JOURNAL CORPORATION	0010-801-1301-34050	198.00	LEGAL NOTICE	19-0073	321089	
	0010-801-1301-34050	378.00	LEGAL NOTICE	19-0073	321089	
						576.00
DALEY VISUAL INC.	0010-801-3210-38400	215.50	FIRE HELMET DECALS		321090	
						215.50
DANIEL LUQUIN (DBA) LUQUIN PLUMBING	0152-801-2206-38650	350.00	SEWER LINE INSP-1860 S ORANGE		321091	
						350.00
DELL MARKETING LP	0010-801-1201-21350	89.12	BATTERY		321092	
						89.12
DEPARTMENT OF JUSTICE	0010-801-1801-39550	160.00	FINGERPRINT PROCESSING		321093	
	0010-701-0010-03710	675.00	FINGERPRINT PROCESSING		321093	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
DEPARTMENT OF JUSTICE	0010-801-1801-39550	394.00	FINGERPRINT PROCESSING		321093	
	0010-701-0010-03710	845.00	FINGERPRINT PROCESSING		321093	
	0010-801-1801-39550	352.00	FINGERPRINT PROCESSING		321093	
	0010-701-0010-03710	96.00	FINGERPRINT PROCESSING		321093	
	0010-801-6502-31950	32.00	FINGERPRINT PROCESSING		321093	
						2,554.00
DIAMOND CERTIFIED HOME PRO (DBA) DI	0152-801-2206-38650	2,320.00	DUCT REPLACEMENT-1860 S ORANGE		321094	
						2,320.00
DIVERSIFIED ALARM SERVICE	0010-801-6502-38400	135.00	MONITORING SERVICE		321095	
	0010-801-6502-38400	360.00	MONITORING SERVICE		321095	
	0010-801-6502-38400	135.00	MONITORING SERVICE		321095	
						630.00
DOOR AND WINDOW PLUS, INC.	0152-801-2206-38620	2,198.30	HOME REHAB-218 AVONDALE		321096	
						2,198.30
DUNN-EDWARDS CORPORATION	0010-801-4210-23100	84.88	PAINT		321097	
	0010-801-4210-23100	46.10	PAINT		321097	
						130.98
ECHOSAT, INC.	0010-701-0010-06940	39.95	CNG STATION MERCHANT FEE		321098	
						39.95
EMERGENCY RESPONSE CRIME SCENE CLEA	0010-801-3103-38400	250.00	DECONTAMINATION		321099	
	0010-801-3103-22750	250.00	DECONTAMINATION		321099	
						500.00
EMPIRE CLEANING SUPPLY	0010-801-6503-22150	47.54	JANITORIAL SUPPLIES-POOL		321100	
						47.54
ENNIS TRAFFIC SAFETY SOLUTIONS	0022-801-4206-23800	1,245.24	WHITE HIGH BUILD		321101	
						1,245.24
EVOQUA WATER TECHNOLOGIES LLC	0071-801-3210-38400	160.02	FIRE DI TANK RENTAL		321102	
						160.02

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EWING IRRIGATION PRODUCTS,INC.	0092-801-4222-23700	378.81	VALVES,CONTROLLERS,LIDS		321103	
	0092-801-4222-23700	195.60	UNIONS,ELLS,TEES,ANCHOR KIT		321103	
	0010-801-6517-23300	325.38	HATS,HOSE,GLOVES,ROTOR,TAPE	19-0095	321103	
						899.79
EXPRESS SERVICE, INC	0010-801-6003-31950	304.50	TEMPORARY STAFFING SERVICES		321104	
						304.50
FILEKEEPERS, LLC	0010-801-1802-31950	192.00	STORAGE SERVICE		321105	
						192.00
FIREFIGHTERS'SAFETY CENTER	0010-801-3210-22300	256.23	UNIFORM-C KILBURN		321106	
	0010-801-3210-22300	256.23	UNIFORM-R WEISSENBERGER		321106	
						512.46
FIRST TRANSIT INC	0166-801-4201-31960	67,072.80	SPIRIT BUS OPERATION	19-0175	321107	
	0166-801-4201-31960	209.65	SPIRIT BUS GPS TRACKING	19-0175	321107	
	0109-801-4201-31950	109.80	SPIRIT BUS CHARTER	19-0175	321107	
	0109-701-0109-07680	1,964.46-	SPIRIT BUS FARE		321107	
						65,427.79
FORD OF MONTEBELLO	0060-801-4211-23500	103.19	DOOR HANDLE-UNIT 108		321108	
	0060-801-4211-23500	79.94	FLOOR MATS-UNIT 134		321108	
	0060-801-4211-38400	585.00	INSPECTION FUEL TANK-UNIT 978		321108	
						768.13
FS CONTRACTORS, INC	0010-850-5004-96081	106,115.88	SOUTH GARFIELD PROJECT	18-0378	32 **	
	0110-850-5001-96081	100,000.00	SOUTH GARFIELD PROJECT	18-0378	32 **	
						206,115.88
GALL'S, INC. (DBA) GALLS/QUARTERMAS	0010-801-3210-22300	276.71	UNIFORMS-TULLIUS		321109	
	0010-801-3230-38400	21.80	UNIFORMS-ARSON		321109	
	0010-801-3230-38400	29.72	UNIFORMS-ARSON		321109	
	0010-801-3230-38400	1,028.89	UNIFORMS-ARSON		321109	
						1,357.12

** Indicates an ACH-Payment transaction

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
GALLADE CHEMICAL, INC.	0092-801-4222-23300	590.21	WATER CHEMICALS		321110	
	0092-801-4222-23300	590.21	WATER CHEMICALS		321110	
	0092-801-4222-23300	1,180.41	WATER CHEMICALS		321110	
						2,360.83
GARFIELD MEDICAL CENTER	0010-801-3113-22600	24.00	PHYSICAL		321111	
	0010-801-3113-22600	24.00	PHYSICAL		321111	
	0010-801-3113-22600	24.00	PHYSICAL		321111	
	0010-801-3113-22600	24.00	PHYSICAL		321111	
						96.00
GARVEY EQUIPMENT COMPANY	0010-801-6517-23050	80.34	GUARD ASSY,HOLDER GUARD,STRING	19-0097	321112	
	0010-801-6517-23050	341.57	GEAR CASE,GUIDE BAR,SPARK PLUG	19-0097	321112	
	0010-801-6517-23050	147.82	SPRAY RIG PUMP	19-0097	321112	
						569.73
GENERAL PUMP COMPANY INC	0092-801-4222-31950	5,073.37	PUMP SERVICED	19-0150	33 **	
						5,073.37
GOLDEN WEST COLLEGE	0010-801-3103-22750	218.75	POLICE TRAINING		321113	
						218.75
GRICELDA GOMEZ	0010-801-3210-39050	17.96	UNIFORM CLEANING		321114	
	0010-801-3210-39050	5.99	UNIFORM CLEANING		321114	
	0010-801-3210-39050	5.99	UNIFORM CLEANING		321114	
						29.94
GORDON TERMITE CONTROL INC	0092-801-4221-23900	145.00	PEST CONTROL		321115	
						145.00
GOVCONNECTION INC.	0010-801-1703-21350	41.61	CHARGING CABLE		321116	
	0010-801-6502-31700	261.96	ADOBE ILLUSTRATOR		321116	
	0010-801-1404-22750	987.96	TONER		321116	
	0010-801-1404-22750	45.67	A/B SWITCH		321116	
	0010-801-1404-22750	334.14	MEDIA CONVERTER		321116	

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						1,671.34
GOVERNMENT TAX SEMINARS, LLC	0010-801-1403-39400	1,185.00	TRAINING		321117	
	0010-801-1403-39400	1,185.00	TRAINING		321117	
						2,370.00
GRAINGER	0110-801-4202-23600	1,987.26	CLEANING SOLVENT		321118	
	0110-801-4202-23600	411.07	RESPIRATORS,EAR PLUGS		321118	
						2,398.33
GRM INFORMATION MANAGEMENT	0063-801-5004-99068	168.84	DOCUMENT SYSTEM SERVICES	19-0118	321119	
	0063-801-5004-99068	255.00	DOCUMENT SYSTEM SERVICES	19-0134	321119	
	0010-801-1802-38400	98.30	DOCUMENT SYSTEM SERVICES	19-0118	321119	
	0010-801-1301-31950	793.00	DOCUMENT SYSTEM SERVICES	19-0118	321119	
	0092-801-1301-31950	35.00	DOCUMENT SYSTEM SERVICES	19-0118	321119	
						1,350.14
ARLENE GUEVARA	0010-801-3103-22310	13.99	UNIFORM REIMBURSEMENT		321120	
	0010-801-3103-22310	22.15	UNIFORM REIMBURSEMENT		321120	
	0010-801-3103-22310	13.99	UNIFORM REIMBURSEMENT		321120	
	0010-801-3103-22310	16.48	UNIFORM REIMBURSEMENT		321120	
						66.61
H & H AUTO PARTS WHOLESALE	0060-801-4211-23500	379.26	ROTORS		321121	
	0060-801-4211-23500	96.45	BREAK PAD SET		321121	
	0060-801-4211-23500	43.38	BREAK PAD SET		321121	
						519.09
HACH COMPANY (AKA ELE	0092-801-4222-23700	3,903.82	CHLORINE ANLZR	19-0159	321122	
	0093-801-4227-23300	362.56	SEAL RING,INSERT,BAR,PROBE		321122	
						4,266.38
HANSON AGGREGATES	0110-801-4202-23600	607.56	ASPHALT		321123	
						607.56
HARRINGTON INDUSTRIAL PLASTICS	0092-801-4222-23700	220.71	PUMP HEAD COVER		321124	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						220.71
HEALTHFIRST MEDICAL GROUP	0010-801-1801-31900	120.00	PRE-EMPLOYMENT PHYSICALS		321125	
	0010-801-1801-31900	675.00	PRE-EMPLOYMENT PHYSICALS		321125	
						795.00
HINDERLITER,DE LLAMAS & ASSOC.	0010-850-1704-31950	4,000.00	INSIGHT MARKET ANALYTICS	18-0390	321126	
						4,000.00
HOLLIDAY ROCK CO INC	0110-801-4202-23600	500.91	WASHED CONSTRUCTION SAND		321127	
						500.91
HOME DEPOT CREDIT SERVICES	0010-801-6517-22100	99.87	SOIL,POTTING MIX	19-0096	321128	
	0010-801-6517-22100	39.98	ACID BRUSH,COPPER PIPE	19-0096	321128	
	0010-801-4210-38100	255.77	THREAD SEALANT,SEAL TAPE		321128	
	0010-801-4210-38100	55.19	LUMBER		321128	
	0010-801-4210-38100	329.95	PANIC DEVICE,STAPLES GUN		321128	
	0010-801-4210-38100	36.23	BLADES,SPRAY ADHESIVE		321128	
	0010-801-4210-38100	43.19	LOCKS,DRILL,BITS		321128	
	0010-801-4210-23050	25.10	FLY TRAPS,RAT STATION		321128	
						885.28
HOWROYD-WRIGHT EMPLOYMENT AGENCY, I	0010-801-6006-31950	889.20	TEMPORARY STAFFING SERVICES		321129	
	0060-801-4211-23500	410.40	TEMPORARY STAFFING SERVICES		321129	
						1,299.60
YUPO BOB HUNG	0160-801-3101-39400	18.00	POLICE TRAINING		321130	
						18.00
MARIO IENNI	0075-450-0075-08360	1,629.87	EE COMPUTER PROGRAM (TRUST)		321131	
						1,629.87
INDUSTRIAL CONTAINER SERVICES	0010-801-6517-23050	779.20	PARKS DRUMS		321132	
						779.20
INDUSTRIAL PIPE & STEEL	0092-801-4222-23700	384.15	PLATE,SHEET,CUTTING		321133	
						384.15

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
INTERNATIONAL CODE COUNCIL, INC	0010-801-1703-39350	60.61	CODE BOOKS TABS		321134	60.61
	0010-801-3205-39300	55.00	MEMBERSHIP		321135	55.00
INTERSTATE ALL BATTERY CTR. OF LOS	0010-801-3103-38400	406.52	BATTERIES		321136	406.52
INTERWEST CONSULTING GROUP, INC	0010-801-1703-31950	1,435.00	PLAN CHECK SERVICES	19-0180	321137	
	0010-801-1703-31950	5,035.00	PLAN CHECK SERVICES	19-0144	321137	6,470.00
IRON MOUNTAIN INC DBA IRON MOUNTAIN	0010-850-1404-31700	403.42	COMPUTER DATA STORAGE		321138	403.42
JEDA WORKS (DBA) HOUSING PROGRAMS	0152-801-2206-31850	2,307.50	HOUSING REHAB SERVICES	19-0084	321139	2,307.50
JHM SUPPLY INC	0176-801-6516-23300	254.19	ELEC VALVES,COUPLING	19-0094	34 **	
	0176-801-6516-23300	27.10	ROTOR POPUP	19-0094	34 **	
	0176-801-6516-23300	338.18	VALVES,ADAPTORS,ELLS	19-0094	34 **	
	0176-801-6516-23300	94.24	VALVES,PRIMER,PVC NIPPLES	19-0094	34 **	713.71
GUSTAVO JIMENEZ JR	0010-801-3114-22310	94.90	UNIFORM REIMBURSEMENT		321140	94.90
KEYSTONE UNIFORM CENTERS	0071-801-3120-22310	64.55	UNIFORMS-V DELGADO		321141	
	0071-801-3120-22310	129.10	UNIFORMS-P YNIGUEZ		321141	
	0071-801-3120-22310	64.55	UNIFORMS-C LOUIE		321141	
	0071-801-3120-22310	227.60	UNIFORMS-M CONTRERAS		321141	485.80
KNORR SYSTEMS, INC	0010-850-5004-91521	59,850.00	BARNES POOL FILTER REPLACEMENT	18-0461	321142	59,850.00
KOVATCH MOBILE EQUIPMENT	0060-850-3210-38400	346.13	FIRE ENGINE REPAIR	17-0473	321143	

** Indicates an ACH-Payment transaction

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						346.13
KZRW LEE INC DBA THE PRINT SPOT	0075-450-0075-08420	741.30	GOLF TOURNAMENT BANNER (TRUST)		321144	
						741.30
L & M FOOTWEAR INC DBA SHOETERIA	0010-801-6516-22300	200.00	SAFETY BOOTS-M PEREZ	19-0053	321145	
	0010-801-6516-22300	200.00	SAFETY BOOTS-P BENTACOURT	19-0053	321145	
	0010-801-6516-22300	200.00	SAFETY BOOTS-R POBLANO	19-0053	321145	
	0010-801-6516-22300	188.32	SAFETY BOOTS-C REYES	19-0053	321145	
						788.32
L.A.COUNTY DEPT. PUBLIC WORKS	0043-801-4203-31950	12,791.36	CATCH BASIN CLEANOUT		321146	
						12,791.36
L.A.U.S.D. PERSONNEL	0010-801-1801-39400	90.00	BILINGUAL TESTING SERVICES		321147	
						90.00
LANGUAGE LINE SERVICES	0010-801-3112-32050	42.30	INTERPRETATION SERVICES		321148	
						42.30
LEACH MOUNCE ARCHITECTS	0010-850-5002-96089	3,475.00	PD LOCKER ROOM ARCHITECTURAL	17-0384	321149	
						3,475.00
LEXIPOL LLC	0160-801-3101-39350	6,000.00	FIRE POLICY SUBSCRIPTION	19-0170	321150	
	0160-801-3101-39400	4,960.00	FIRE POLICY SUBSCRIPTION	19-0170	321150	
						10,960.00
LIFE-ASSIST INC	0010-801-3220-22350	149.40	FIRE MEDICAL SUPPLIES	19-0039	321151	
						149.40
LINCOLN EQUIPMENT INC.	0010-801-6503-23050	496.36	LIQUID CHLORINE,MURIATIC ACID	19-0049	321152	
	0010-801-6503-23050	106.60	LIQUID CHLORINE,MURIATIC ACID	19-0049	321152	
	0010-801-6503-23050	634.77	LIQUID CHLORINE,MURIATIC ACID	19-0049	321152	
	0010-801-6503-23050	229.68	LIQUID CHLORINE,MURIATIC ACID	19-0049	321152	
	0010-801-6503-23050	764.75	LIQUID CHLORINE,MURIATIC ACID	19-0049	321152	
						2,232.16
LOGAN SUPPLY CO., INC.	0092-801-4223-23300	446.43	MASTER LOCK,AIR COUPLERS		321153	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						446.43
LONG BEACH BMW MOTORCYCLES (DBA)	0060-801-4211-38400	1,518.16	REPAIR-UNIT 096		321154	
						1,518.16
LOOMIS ARMORED US, INC.	0010-801-1403-31950	555.91	ARMORED CARRIER SERVICE		321155	
						555.91
LOS ANGELES COUNTY CERTIFIED	0093-801-4227-31950	1,487.00	HAZARDOUS WASTE/GENERATOR FEE		321156	
	0093-801-4229-31950	807.50	HAZARDOUS WASTE/GENERATOR FEE		321156	
	0093-801-4230-31950	807.50	HAZARDOUS WASTE/GENERATOR FEE		321156	
	0093-801-4226-31950	1,065.00	HAZARDOUS WASTE/GENERATOR FEE		321156	
						4,167.00
LOS ANGELES COUNTY DEPT OF	0010-701-0010-06850	6,955.46	INDUSTRIAL WASTE INSPECTION		321157	
	0010-701-0010-06850	1,553.55	INDUSTRIAL WASTE PERMIT		321157	
						8,509.01
LOS ANGELES COUNTY FIRE DEPT.	0060-801-3210-38400	3,559.17	REPAIRS-UNIT 098,984,950	19-0046	321158	
						3,559.17
LOS ANGELES COUNTY SHERIFF'S DEPART	0010-801-3113-22600	919.45	INMATE MEALS SERVICES	19-0037	321159	
						919.45
MAK FIRE PROTECTION ENGINEERING & C	0010-801-3205-31950	91.00	FIRE PLAN CHECK	19-0112	321160	
	0010-801-3205-31950	3,549.46	FIRE PLAN CHECK	19-0112	321160	
						3,640.46
MARTIN AND CHAPMAN COMPANY	0010-801-1301-31950	500.00	VOTING BOOTHS DELIVERY		321161	
						500.00
MAY TOOL INC	0092-801-4223-24100	60.09	IN LINE OILER,AIR TOOL OIL		321162	
						60.09
MCMASTER-CARR SUPPLY CO.	0092-801-4222-23700	31.52	DEEP BIN BOX		35 **	
	0092-801-4222-23700	101.74	SWIVEL CASTER,TAGS		35 **	
	0092-801-4222-23700	241.85	PAPER TOWELS,TOILET PAPER		35 **	
	0092-801-4222-23700	550.09	BIN BOXES,DIVIDERS,MAGNETIC		35 **	

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MCMASTER-CARR SUPPLY CO.	0092-801-4222-23700	34.48	DIVIDERS		35 **	
	0092-801-4222-23700	100.98	TUBE FITTINGS,CLEANERS,BATTERY		35 **	
	0092-801-4222-23400	35.77	RECHARGE BATTERY		35 **	
						1,096.43
MCNEILL SECURITY AND FIRE SYSTEMS (	0092-801-4222-31950	1,031.69	ALARM SERVICES		321163	
	0092-801-4222-31950	1,031.69	ALARM SERVICES		321163	
	0092-801-4222-31950	644.81	ALARM SERVICES		321163	
						2,708.19
MILES CHEMICAL COMPANY INC	0093-801-4227-23300	7,185.25	HYDROXIDE ACID	19-0123	321164	
						7,185.25
MISSION SUPER HARDWARE	0010-801-3210-24100	36.10	SLEDGE WEDGES,AXE HANDLES		321165	
	0010-801-3210-24100	85.68	SOCKETS KIT		321165	
	0010-801-3210-38100	91.21	STEEL WOOL,CLEANER,BRUSHES		321165	
	0010-801-3210-38100	107.36	LIGHT BULBS,SPRAY PAINT,TAPE		321165	
	0060-801-4211-23500	1.42	KEYS		321165	
	0010-801-6517-23050	35.76	SCREWDRIVER SET, EXT BAR		321165	
	0010-801-4210-38100	69.58	LEVELING COMPOUND,BOLT SET		321165	
	0010-801-4210-38100	55.81-	LEVELING COMPOUND-CREDIT		321165	
						371.30
MODERN TRAILER SUPPLY CO (DBA)	0060-801-4211-23500	330.00	AXLE ASSY-WD76		321166	
						330.00
MOTOROLA SOLUTIONS, INC	0160-801-4211-54060	6,707.24	MOTORCYCLE RADIO	19-0078	321167	
						6,707.24
MULTI SERVICE TECHNOLOGY SOLUTIONS,	0010-801-1703-22310	200.00	SAFETY SHOES-J SMITH		321168	
						200.00
MUSIC GEM	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		321169	
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		321169	
						380.00

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
NIXON-EGLI EQUIPMENT COMPANY	0060-801-4211-23500	196.20	HOSE ASSY-UNIT 091		321170	
						196.20
O'REILLY AUTO PARTS	0060-801-4211-23500	15.10	FUSE,BLOW GUN	19-0119	321171	
	0060-801-4211-23500	11.55	STOP LIGHT	19-0119	321171	
	0060-801-3210-38400	306.58	CAMLOC		321171	
						333.23
WILLIAM O'SHEA	0160-801-3101-39400	18.00	POLICE TRAINING		321172	
						18.00
OFFICE DEPOT INC.	0010-801-3104-38400	244.29	FLASH DRIVE		321173	
	0092-801-4220-21250	86.79	STORAGE BOX,PAPER		321173	
	0010-801-6517-21350	120.71	KEYBOARD TRAY	19-0089	321173	
	0010-801-6517-21350	21.14	SPEAKERS	19-0089	321173	
						472.93
OFFICE SOLUTIONS	0010-801-1703-21350	50.03	PAPER		321174	
	0010-801-1702-21350	110.54	FOLDERS,LABELS		321174	
	0010-801-1703-21350	15.33	TISSUE		321174	
	0010-801-1703-21300	151.68	PAPER		321174	
	0010-801-1703-21350	9.30	CALENDAR,PAPER		321174	
	0010-801-1702-21350	26.10	CALENDAR,PAPER		321174	
						362.98
P.G. & J. ENVIRONMENTAL, INC.	0152-801-2206-38650	1,540.00	HOME REHAB-1860 S ORANGE		321175	
						1,540.00
PEARSON EDUCATION	0445-801-6005-40000	185.37	BOOK(S) 9		321176	
						185.37
PERFORMANCE ELEVATOR CONTRACTORS IN	0010-801-4210-38400	160.00	ELEVATOR MAINTENANCE	19-0059	321177	
	0010-801-4210-38400	320.00	ELEVATOR MAINTENANCE	19-0059	321177	
						480.00
BRIAN PFLUGHOFT	0160-801-3101-39400	18.00	POLICE TRAINING		321178	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						18.00
PRAETORIAN GROUP INC. (DBA) POLICEC	0160-801-3101-39400	1,300.00	POLICE TRAINING		321179	1,300.00
PRECISION SURVEY SUPPLY LLC	0010-801-3102-38400	350.00	CALIBRATION,SOFTWARE SERVICE		321180	350.00
PREFERRED ALLIANCE INC	0010-801-1801-31900	78.72	DRIVER TESTING		321181	78.72
PRES-TECH MANUFACTURER'S . REPS., I	0092-801-4220-39400	1,499.00	WATER TRAINING		36 **	1,499.00
PROGRESS PRINTERS	0010-801-1301-22670	620.87	CERTIFICATE PAPER		321182	
	0010-801-1301-22670	1,180.41	CERTIFICATE COVER		321182	1,801.28
PROSOURCE FACILITY SUPPLY	0010-801-4210-23050	93.08	REPLACEMENT SPINDLE		321183	93.08
PVP COMMUNICATIONS INC	0160-801-4211-54060	1,589.94	HELMET COMMUNICATIONS KIT		321184	
	0010-801-3112-38400	502.61	HELMET		321184	2,092.55
ROBERTSON'S	0110-801-4202-23600	636.47	CONCRETE		321185	636.47
EVERARDO ROMO	0160-801-3101-39400	18.00	POLICE TRAINING		321186	18.00
S C FUELS (DBA)	0060-801-4211-22250	11,468.98	FUEL	19-0017	37 **	11,468.98
AL SAKAMOTO	0010-701-0010-07150	113.25	REFUND-DAY CARE		321187	113.25
SAN GABRIEL VALLEY CITY MANAGER'S A	0010-801-1201-39300	55.00	MEMBERSHIP		321188	55.00
SAN GABRIEL VALLEY WATER CO.	0093-801-4233-22900	657.23	WATER SERVICES		321189	

** Indicates an ACH-Payment transaction

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/03/2018

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
SAN GABRIEL VALLEY WATER CO.	0093-801-4233-22900	300.32	WATER SERVICES		321189	
						957.55
SAN LUIS BUTANE DISTRIBUTORS, INC	0060-801-4211-22250	52.61	PROPANE		321190	
	0060-801-4211-22250	50.47	PROPANE		321190	
	0060-801-4211-22250	42.39	PROPANE		321190	
	0060-801-4211-22250	64.15	PROPANE		321190	
	0060-801-4211-22250	57.13	PROPANE		321190	
	0060-801-4211-22250	69.52	PROPANE		321190	
	0060-801-4211-22250	112.24	PROPANE		321190	
	0060-801-4211-22250	66.38	PROPANE		321190	
	0060-801-4211-22250	53.12	PROPANE		321190	
	0060-801-4211-22250	63.61	PROPANE		321190	
	0060-801-4211-22250	115.43	PROPANE		321190	
	0060-801-4211-22250	39.73	PROPANE		321190	
						786.78
ROBERT T. SCOTT	0010-801-3210-31900	500.00	FIRE CONTINUING EDUCATION	19-0106	321191	
						500.00
SERGIO BALANDRAN (DBA) THE SAUCE CR	0010-801-6506-22750	923.16	KID VENTURE CAMP T-SHIRTS		321192	
	0010-801-6508-39860	225.00	FITNESS COURTS FLYERS DESIGN		321192	
						1,148.16
SHAO-CHIANG "JOHNNY" TIEN	0010-801-6517-39400	120.00	SEMINAR		321193	
						120.00
SHRED-IT US JV LLC	0010-801-3114-38400	365.91	DESTRUCTION SERVICES		321194	
						365.91
SMARDAN SUPPLY COMPANY	0010-801-4210-23300	309.88	FAUCET		321195	
	0010-801-4210-23300	196.52	PA TANK		321195	
	0010-801-4210-23300	196.52-	PA TANK-CREDIT		321195	
	0010-801-4210-23300	70.06	CABLE		321195	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/03/2018

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
SMARDAN SUPPLY COMPANY	0010-801-4210-23300	259.99	FOOT SWITCH CABLE		321195	
						639.93
SMART & FINAL #321	0349-801-3201-39400	185.56	FIRE REFRESHMENTS		321196	
						185.56
SNAP-ON INDUSTRIAL, A DIVISION OF I	0060-801-4211-38400	639.32	SHOP TOOLS		321197	
						639.32
SOUTH COAST AIR QUALITY	0092-801-4222-38420	2,033.95	AQMD FEES		321198	
						2,033.95
SOUTHERN CALIFORNIA GAS COMPANY	0109-801-5002-96067	5,931.00	CST SERVICE FEE	19-0176	321199	
	0165-801-5002-96067	5,931.00	CST SERVICE FEE	19-0176	321199	
	0109-801-5002-96067	2,757.00	CST SERVICE FEE	19-0176	321199	
	0109-801-5002-96067	5,931.00	CST SERVICE FEE	19-0176	321199	
	0165-801-5002-96067	5,931.00	CST SERVICE FEE	19-0176	321199	
	0109-801-5002-96067	2,757.00	CST SERVICE FEE	19-0176	321199	
	0109-801-5002-96067	5,931.00	CST SERVICE FEE	19-0176	321199	
	0165-801-5002-96067	5,931.00	CST SERVICE FEE	19-0176	321199	
	0109-801-5002-96067	2,757.00	CST SERVICE FEE	19-0176	321199	
						43,857.00
SOUTHWEST LIFT & EQUIPMENT, INC.	0060-801-4211-38400	1,882.08	ALM LIFT BAY #3 REPAIR		321200	
	0060-801-4211-31950	450.00	INSPECTION HOISTS BAY 1 & 2		321200	
						2,332.08
STAPLES BUSINESS ADVANTAGE	0349-801-3201-39400	109.49	FLASH DRIVE		321201	
						109.49
STATUS ONE MEDICAL INC	0092-801-4222-22750	71.18	FIRST AID SUPPLIES		321202	
	0092-801-4223-22300	9.29	FIRST AID SUPPLIES		321202	
	0010-801-1802-22750	35.12	FIRST AID SUPPLIES		321202	
						115.59
STETSON ENGINEERS, INC	0093-801-4230-31950	550.65	NPDES APP SERVICES		321203	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/03/2018

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
STETSON ENGINEERS, INC	0093-801-4229-31950	550.65	NPDES APP SERVICES		321203	
	0093-801-4226-31950	1,294.96	NPDES APP SERVICES		321203	
						2,396.26
BRIAN STOTHERS	0136-801-3101-33250	28.99	POST TRAINING		321204	
						28.99
SUMMIT SUPPLY CORP OF COLORADO	0176-801-6516-38400	1,500.00	BASIC GRILLS		38 **	
	0010-801-6517-38400	283.00	BASIC GRILLS		38 **	
	0010-801-6517-38400	133.00	BASIC GRILLS-USE TAX		38 **	
	0010-431	133.00-	BASIC GRILLS-USE TAX		38 **	
						1,783.00
LEONARD CHRISTOPHER THOMPSON	0010-801-1801-39400	1,190.00	TUITION REIMBURSEMENT		321205	
	0010-801-1801-39400	810.00	TUITION REIMBURSEMENT		321205	
						2,000.00
THOMSON REUTERS (LEGAL) INC.	0160-801-3104-39100	595.00	POLICE INFORMATION SERVICES	19-0013	321206	
						595.00
TOM'S CLOTHING & UNIFORMS INC	0010-801-3104-22310	60.23	UNIFORMS-R CONTRERAS		321207	
	0010-801-3104-22310	54.75	UNIFORMS-R LOPEZ		321207	
						114.98
U S SAFETY AND SUPPLY COMPANY	0092-801-4223-22300	32.91	FACE SHIELDS		321208	
	0092-801-4223-22300	328.04	EYE PROTECTORS,NECK SHADES		321208	
	0092-801-4223-22300	87.21	SAFETY GLASSES,RESPIRATORS		321208	
	0092-801-4223-22300	243.72	EARPLUGS		321208	
						691.88
ULLOA AUTOMATIC TRANSMISSION	0060-801-4211-38400	643.40	REPAIR UNIT 049		321209	
						643.40
UNDERGROUND SERVICE ALERT	0092-801-4223-39300	229.45	UNDERGROUND UTILITY SERVICES		321210	
	0092-801-4223-39300	214.60	UNDERGROUND UTILITY SERVICES		321210	
	0092-801-4223-39300	186.55	UNDERGROUND UTILITY SERVICES		321210	

** Indicates an ACH-Payment transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						630.60
UNITED PUMPING SERVICES INC	0092-801-4202-31950	2,061.52	PAINT,ASBESTOS DISPOSAL		321211	
						2,061.52
UNITED WATER WORKS, INC	0092-801-4221-24100	107.31	SONOSCOPE		39 **	
						107.31
DEAN VANDERHEYDEN	0160-801-3101-39400	18.00	POLICE TRAINING		321212	
						18.00
VETERINARY HEALTHCARE CENTER	0010-801-3111-31550	25.00	ANIMAL SERVICE/SUPPLIES		321213	
	0010-801-3111-31550	50.00	ANIMAL SERVICE/SUPPLIES		321213	
	0160-801-3103-22800	39.99	ANIMAL SERVICE/SUPPLIES		321213	
						114.99
VOLVO CONSTRUCTION EQUIPMENT & SERV	0060-801-4211-23500	83.46	FUEL FILTERS		321214	
	0060-801-4211-23500	147.65	FUEL FILTERS		321214	
						231.11
VULCAN MATERIAL CO	0110-801-4202-23600	195.73	ASPHALT	19-0045	321215	
	0110-801-4202-23600	309.89	ASPHALT	19-0045	321215	
	0110-801-4202-23600	1,479.84	ASPHALT	19-0045	321215	
	0110-801-4202-23600	37.92	ASPHALT	19-0045	321215	
						2,023.38
WALTERS WHOLESALE ELECTRIC CO	0010-801-4210-23400	177.66	BUSHING NIPPLES,RECEPTACLES		321216	
	0010-801-4210-23400	48.40	DRILL SET		321216	
	0010-801-4210-23400	44.82	DRILL SET		321216	
	0010-801-4210-23400	1,092.73	WIRE		321216	
	0010-801-4210-23400	48.75	WORK LIGHT		321216	
	0010-801-4210-23400	417.20	WIRE,TIME DELAY FUSES		321216	
						1,829.56
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	140.14	OIL-UNIT 977	19-0154	321217	
	0060-801-4211-23500	109.78	ROTORS	19-0154	321217	

** Indicates an ACH-Payment transaction

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	20.88	HEATER HOSE-UNIT 092	19-0154	321217	
	0060-801-4211-23500	119.52	WATER PUMP-UNIT 092	19-0154	321217	
	0060-801-4211-23500	101.72	BATTERY-WD71	19-0154	321217	
	0060-801-4211-23500	284.88	ENGINE MOUNTS-UNIT 092	19-0154	321217	
	0060-801-4211-23500	290.41	WATER PUMP	19-0154	321217	
	0060-801-4211-23500	259.44	MOTOR,FAN	19-0154	321217	
	0060-801-4211-23500	13.14-	BATTERY-CREDIT	19-0154	321217	
	0060-801-4211-23500	13.14-	BATTERY-CREDIT	19-0154	321217	
	0060-801-4211-23500	65.70-	BATTERY-CREDIT	19-0154	321217	
	0060-801-4211-23500	96.48	BATTERY-UNIT 057	19-0154	321217	
						1,331.27
WECK LABORATORIES INC (DBA)	0093-801-4227-31950	500.00	VOLATILE ORGANIC COMPOUNDS		40 **	
						500.00
WEST COAST LIGHTS & SIRENS	0060-850-4211-38410	11,397.54	REPAIR-UNIT 143	18-0365	321218	
	0060-801-4211-54050	1,074.58	REPAIR-UNIT 143		321218	
						12,472.12
WESTCO SERVICE COMPANY	0010-801-4210-38150	2,431.00	AIR CONDITIONING REPAIR	19-0001	41 **	
	0010-801-4210-38150	2,085.00	AIR CONDITIONING REPAIR	19-0001	41 **	
	0010-801-4210-38150	455.00	AIR CONDITIONING REPAIR	19-0001	41 **	
	0010-801-4210-38150	925.00	AIR CONDITIONING REPAIR	19-0001	41 **	
	0010-801-4210-38150	315.00	AIR CONDITIONING REPAIR	19-0001	41 **	
	0010-801-4210-38150	347.00	AIR CONDITIONING REPAIR	19-0001	41 **	
	0010-801-6001-38100	6,890.00	REPLACE HVAC EQUIPMENT	19-0160	41 **	
						13,448.00
WESTERN EXTERMINATOR COMPANY	0010-801-4210-38100	1,494.50	PEST CONTROL	19-0075	321219	
						1,494.50
WESTERN WATER WORKS SUPPLY CO.	0092-801-4222-23700	1,225.79	RUPTURE DISK		42 **	
						1,225.79

** Indicates an ACH-Payment transaction

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/03/2018

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
WHITE NELSON DIEHL EVANS LLP	0092-850-1403-31800	2,000.00	INTERIM AUDIT		321220	
						2,000.00
WITTMAN ENTERPRISES	0010-801-3220-31400	6,000.00	AMBULANCE BILLING SERVICES	19-0040	321221	
	0010-801-3205-31950	175.00	FIRE SAFETY INSPECTIONS	19-0111	321221	
						6,175.00
BOB WONDRIES FORD	0060-801-4211-38400	255.00	REPAIR-UNIT 142		321222	
						255.00
SWAIN WUKELICH	0010-801-3103-22310	163.72	UNIFORM REIMBURSEMENT		321223	
	0010-801-3103-22310	85.48	UNIFORM REIMBURSEMENT		321223	
	0010-801-3103-22310	142.17	UNIFORM REIMBURSEMENT		321223	
						391.37
	TOTAL FOR REGULAR WARRANTS					**750,191.65**
	PRINTED	506,000.99				
	ACH-PAYMENTS	244,190.66				

TOTAL FOR PREPAID WARRANTS	$168,829.03
TOTAL FOR PRINTED WARRANTS	$506,000.99
TOTAL FOR ACH-PAYMENTS	$244,190.66
TOTAL WARRANTS	$919,020.68
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	38
TOTAL ACH-PAYMENTS PRINTED	13
TOTAL CHECKS PRINTED	178
TOTAL CHECKS ISSUED	229

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/03/2018
FUND SUMMARY

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	95,642.31	299,088.20	394,730.51
0022	STATE GAS TAX FUND	1,728.63	81,319.24	83,047.87
0042	SEWER FUND	0.00	100.00	100.00
0043	REFUSE FUND	2,997.57	12,791.36	15,788.93
0060	CITY SHOP FUND	13,641.82	40,056.57	53,698.39
0062	GENERAL LIABILITY FUND	324.00	2,500.00	2,824.00
0063	TECHNOLOGY INTERNAL SERV FUND	0.00	423.84	423.84
0071	PUBLIC SAFETY IMPACT FEE FUND	0.00	645.82	645.82
0075	SPECIAL DEPOSITS FUND	6,050.48	2,751.17	8,801.65
0077	BUSINESS IMPROVEMENT AREA #1	0.00	60.00	60.00
0092	WATER FUND	9,081.35	34,308.48	43,389.83
0093	WATER TREATMENT WQA-EPA FUND	2,505.00	15,568.62	18,073.62
0094	WATER TREATMENT CITY FUND	2,505.00	0.00	2,505.00
0109	0PA PROPOSITION A	253.83	24,678.61	24,932.44
0110	MEASURE R FUND	96.51	106,358.28	106,454.79
0136	POST	2,499.10	388.19	2,887.29
0152	HOME HOUSING PROGRAM	0.00	8,715.80	8,715.80
0159	RECREATION FUND	76.95	0.00	76.95
0160	ASSET FORFEITURE	27,612.50	23,082.17	50,694.67
0163	CAL LIBRARY LITERACY SVC GRANT	240.55	0.00	240.55
0165	AIR QUALITY IMPROVEMENT FUND	0.00	17,793.00	17,793.00
0166	PROPOSITION C	0.00	67,282.45	67,282.45
0176	MAINTENANCE DISTRICT 93-1	190.00	2,213.71	2,403.71
0178	PROP A - PER PARCEL GRANT	58.02	0.00	58.02
0349	ELAC INSTRUCTIONAL SERV PROG	2,988.66	8,157.76	11,146.42
0445	LITERACY TRUST GRANT	0.00	185.37	185.37
0454	LIBRARY PASSPORT TRUST GRANT	336.75	0.00	336.75
0533	CA INITIATIVES BOOKS GRANT	0.00	1,723.01	1,723.01

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 10/03/2018
FUND SUMMARY

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
	TOTAL	168,829.03	750,191.65	919,020.68

City Council Staff Report

DATE: October 3, 2018

AGENDA ITEM NO: **Consent Calendar Agenda Item 3-B.**

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk

SUBJECT: City Council Minutes

RECOMMENDATION:

It is recommended that the City Council

(1) Approve the minutes from the regular and special meetings of September 5, 2018; and

(2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:
None.

BACKGROUND:
None.

FISCAL IMPACT:
None.

Respectfully submitted,

Vincent D. Chang
City Clerk

Prepared by:

Jesus Hernandez
Minutes Clerk

Approved By:

Ron Bow
City Manager

Attachments: Minutes

ATTACHMENT 1
Minutes

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
SEPTEMBER 5, 2018

The City Council of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, September 5, 2018 at 6:00 p.m.

CALL TO ORDER:
Mayor Pro Tem Chan called the meeting to order at 6:00 p.m.

ROLL CALL:
City Manager Ron Bow called the roll:
Council Members Present: Peter Chan, Mitchell Ing, Stephen Lam arrived at 6:06 p.m., Hans Liang, Teresa Real Sebastian

Council Members Absent: None.

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS
None.

ORAL & WRITTEN COMMUNICATIONS
None.

CLOSED SESSION - The City Council adjourned to Closed Session at 6:00 p.m.

1. **CONFERENCE WITH LEGAL COUNSEL, INITIATION OF LITIGATION (Government Code § 54956.9(d)(4)). Number of Potential Cases: One.**

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION - GOVERNMENT CODE § 54956.9(d). Number of Case(s): One**

   Chu Thai v. City of Monterey Park (filed March 6, 2018), LASC Case No. BC696884.

RECONVENE & ADJOURNMENT
The City Council reconvened from Closed Session with all Council Members present. The meeting was adjourned at 7:01 p.m.

Action Taken: No reportable action taken in Closed Session.

_____
Vincent D. Chang
City Clerk

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
SEPTEMBER 5, 2018

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, September 5, 2018 at 7:00 p.m.

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

CALL TO ORDER:
Mayor Lam called the meeting to order at 7:10 p.m.

FLAG SALUTE:
The Monterey Park Fire Explorers

ROLL CALL:
City Clerk Vincent Chang called the roll:

Council Members Present:	Peter Chan, Mitchell Ing left at 7:58 p.m., Stephen Lam, Hans Liang, Teresa Real Sebastian
Council Members Absent:	None

ALSO PRESENT: City Manager Ron Bow, City Attorney Mark Hensley, City Treasurer Joseph Leon, Fire Chief Scott Haberle, Police Chief Jim Smith, Director of Human Resources and Risk Management Tom Cody, Director of Community & Economic Development Michael Huntley, Director of Management Services Annie Yaung, Director of Public Works Mark McAvoy, Director of Recreation & Community Services Inez Alvarez, Acting City Librarian Diana Garcia, Senior Planner Samantha Tewasart, Economic Development Project Manager Thomas Welch

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS
None.

ORAL AND WRITTEN COMMUNICATIONS

- Joseph Leon, City's representative of the San Gabriel Valley Mosquito and Vector Control Board (SGVMVCB), informed the residents that the city has no major mosquitoes concerns.

- Levy Sun, SGVMVCB Public Information Specialist, presented a brief PowerPoint presentation on mosquito control.

- Sarkis Antonian stated that the money being used to build the high speed rail in Fresno should be use to help social programs.

- Diana Garcia, Acting City Librarian, informed the community that September is National Library Card Sign Up Month and National Literacy Awareness Month.

- Paul Lee cited his concerns about a strong odor that encompassed the city.

- Johnny Thompson, Josephine Louie, and Gene Jeng, the Business Improvement District Advisory Committee (BIDAC) members, expressed their support for awarding the porter service contract to Chrysalis Enterprise.

- David Barron invited the community to attend the National Drive Electric Week celebration on September 15, 2018 at the Monterey Park City Hall and urged council to look into why the Business Improvement District (BID) did not receive money from the Lunar New Year Festival.

1. PRESENTATIONS

1A. MAJOR PROJECTS UPDATE

Community and Economic Development Director Huntley provided a PowerPoint presentation on major projects throughout the city.

This item was heard after Agenda Item No. 4A.

Discussion: Council Member Real Sebastian directed staff to agendize an item that will formulate a specific plan for the downtown Garvey area using a portion of the funds that are earmarked for the downtown area.

RECESSED AND RECONVENED
The City Council recessed at 9:00 p.m. and reconvened with all council members present at 9:17 p.m.

2. SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) - CONSENT CALENDAR ITEM NOS. 2A-2B

2A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF SEPTEMBER 5, 2018

See Successor Agency Minutes

2B. SUCCESSOR AGENCY (SA) MINUTES

See Successor Agency Minutes

This is the end of Successor Agency (SA) items

3. CITY OF MONTEREY PARK CONSENT CALENDAR CONSISTS OF ITEM NOS. 3A-3F

Matters listed under consent calendar are considered to be routine, ongoing business and are enacted by one motion unless specified.

Action Taken: The City Council approved and adopted Item Nos. 3A, 3B, 3C, 3E, and 3F on Consent Calendar, expect for Item No. 3D which was pulled for discussion and separate motion, reading resolutions and ordinances by the title only and waiving further reading thereof. Council Member Real Sebastian abstained on Item No. 3B, the regular meeting minutes of August 1, 2018 and the special meeting minutes of August 15, 2018, as she was absent for those meetings.

Motion: Moved by Council Member Liang and seconded by Council Member Real Sebastian, motion carried by the following vote:

Ayes:	Council Members:	Real Sebastian, Liang, Chan, Lam
Noes:	Council Members:	None
Absent:	Council Members:	Ing
Abstain:	Council Members:	Real Sebastian on Item No. 3B

3A. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF SEPTEMBER 5, 2018

Disbursements will be made from the funds referenced in the Resolution, attached to the staff report, in Warrants numbered 320593-320860 and Automatic Clearing House (ACH) numbered 000005-000020.

Action Taken: The City Council approved payment of warrants and adopted Resolution No. 12031 allowing certain claims and demands per Warrant Register dated September 5, 2018 totaling $2,079,535.08 specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. 12031, entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED 5TH OF SEPTEMBER 2018 TOTALING $2.079,535.08 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

3B. CITY COUNCIL MINUTES

Approve the minutes from the regular meetings of August 1, 2018 and August 15, 2018, and the special meeting of August 15, 2018.

Action Taken: The City Council approved the minutes from the regular meetings of August 1, 2018 and August 15, 2018, and the special meeting of August 15, 2018 on Consent Calendar. Council Member Real Sebastian abstained on the regular meeting minutes of August 1, 2018 and the special meeting minutes of August 15, 2018, as she was absent for those meetings.

3C. ACCEPTANCE OF EQUIPMENT THROUGH THE REUTILIZATION, TRANSFER AND DONATION PROGRAM (RTD) MANAGED BY THE LAW ENFORCEMENT SUPPORT OFFICE (LESO) IN CONJUNCTION WITH THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (CAL OES)

As the City of Monterey Park progresses in its growth and development, the police department must anticipate the community's future needs and law enforcement challenges. The City of Monterey Park has several popular establishments such as the Atlantic Times Square, AMC 14 Movie Theater, and the future completion of the Monterey Park Market Place. Monterey Park is also home to several elementary schools and secondary schools served by the Alhambra, Garvey, Los Angeles and Montebello Unified School districts.

From critical incidents across the country, such as the Parkland, Florida school shooting, the Aurora, Colorado Theater shooting, the Southern California Edison Active Shooter in Irwindale and the San Bernardino terror attack, law enforcement has learned that we must train and prepare for critical incident mitigation and mass casualty rescue.

Recently, federally purchased 5.56 rifle simunition conversion kits became available for transfer to local law enforcement agencies through the federal Reutilization, Transfer and Donation program (RTD) managed by the Law Enforcement Support Office (LESO) in conjunction with the California Office of Emergency Services (Cal OES).

The police department submitted a requisition to Cal OES for (30) simunition paint marking rifle conversion kits to train police officers in real world/scenario based mitigation of an active shooter and mass casualty rescue. Cal OES approved the request and forwarded the requisition to LESO. LESO approved the requisition and awarded 30 simunition paint marking rifle conversion kits to the department.

Action Taken: The City Council approved the acquisition of awarded equipment, 30 simunition paint marking rifle conversion kits on Consent Calendar.

3D. Appropriation of Funds for New Holiday Decorations for Business Improvement District No. 1 (BID)

The holiday decorations in the downtown and within the Business Improvement District (BID) area are over 10 years old and in extremely poor condition.

The Business Improvement District Advisory Committee (BIDAC) requested the City Council to authorize the appropriation of $24,900 from BID reserves to cover costs related to new holiday decorations.

Action Taken: Mayor Lam recused himself and left the dais due to a potential conflict of interest, as his wife is an employee of a business in the downtown BID District. The City Council appropriated $24,900 to cover the cost of new holiday decorations.

Motion: Moved by Council Member Liang and seconded by Council Member Real Sebastian, motion carried by the following vote:

Ayes:	Council Members:	Real Sebastian, Liang, Chan
Noes:	Council Members:	None
Absent:	Council Members:	Ing, Lam
Abstain:	Council Members:	None

3E. PERSONNEL BOARD RECOMMENDATION TO THE CITY COUNCIL FOR RE-APPOINTMENT TO CURRENT BOARD SEAT

Personnel Board Member Mr. Gregory Verbeck's term ended June 30, 2018. Members to the Personnel Board are appointed pursuant to the following Municipal Code section:

2.28.050 Personnel board – Appointment

(a) The city council shall appoint the members of the personnel board in the following manner: One member from a list of three persons nominated by the personnel of the Monterey Park fire and police departments, one member from a list of three persons nominated by the remaining employees of the city, two members from the community at large, and one member from a list of three persons nominated by a majority of the four previously appointed members. A majority vote of the city council shall be required to appoint a member of the personnel board.

(b) Nominations as required in subsection (a) of this section shall be made to the council within thirty days following notification by the council that such nominations are required. In the event nominations are not received within the thirty-day period, the council may proceed to fill the vacancies by appointment from the community at large.

Per Monterey Park Municipal Code § 2.28.050, Mr. Gregory Verbeck's occupies the Board seat nominated by the recommendation of the Personnel Board.

Action Taken: The City Council approved recommendation to re-appoint Mr. Gregory Verbeck to the Personnel Board to an additional term on Consent Calendar.

3F. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK TO ALLOW THE FEDERAL BUREAU OF INVESTIGATION TO PROCESS FINGERPRINTS AS PART OF THE PRE-EMPLOYMENT BACKGROUND INVESTIGATION PROCESS.

The City of Monterey Park uses the fingerprinting report services of the California Department of Justice (DOJ) to obtain criminal background information for City employment (including volunteers and contract employees). This information is critical in evaluating candidates for City employment with the City of Monterey Park.

To ensure that the City identifies candidates who may have a federal criminal record, however, requires that the City also access the FBI's reporting services. This requires that the City Council adopt a resolution authorizing transmittal of information to the FBI for background checks.

Action Taken: The City Council adopted Resolution No. 12032 authorizing the City of Monterey Park to allow the Federal Bureau of Investigation to process fingerprints as part of the Pre-Employment Background Investigation Process on Consent Calendar.

Resolution No. 12032, entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA TO ALLOW THE FEDERAL BUREAU OF INVESTIGATION TO PROCESS FINGERPRINTS

4. PUBLIC HEARING

4A. A PUBLIC HEARING TO CONSIDER A GENERAL PLAN AMENDMENT (GPA-17-01), ZONE CHANGE (ZC-17-01), AND TENTATIVE MAP NO. 77195 (TM-17-10) TO SUBDIVIDE AIR RIGHTS FOR AN 8-UNIT RESIDENTIAL DEVELOPMENT – 2011 POTRERO GRANDE DRIVE

On April 24, 2018, the Planning Commission adopted Resolution No. 07-18 which recommends that the City Council adopt a General Plan Amendment (GPA-17-01), Zone Change (ZC-17-01), and Tentative Map No. 77195 (TM-17-10). Collectively, these actions would allow construction of an 8-unit residential development. The Planning Commission staff report dated April 24, 2018 and the minutes from the April 24, 2018 Planning Commission meeting are attached to the staff report for reference. The Planning Commission found that there was sufficient evidence to support the General Plan Amendment, Zone Change, and Tentative Map for the proposed project.

CEQA (California Environmental Quality Act):
The Project is categorically exempt from additional environmental review pursuant to CEQA Guidelines §§ 15315 and 15332 as a Class 15 categorical exemption (Minor Land Divisions) and Class 32 categorical exemption (Infill Development) in that the project is the subdivision of air rights to establish and maintain an 8-unit condominium development. The proposed development occurs within City limits on a project site of no more than five acres substantially surrounded by urban uses. The project site is a vacant dirt lot and has no value as habitat for endangered, rare or threatened species. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. The site can be adequately served by all required utilities and public services because the City is the utilities and public services provider. No variances are required for this project, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous two years, and the parcel is relatively flat and does not have an average slope greater than 20 percent.

This item was heard after Oral Communications.

Public Speakers:

- Eric Everheart, applicant, presented a PowerPoint presentation on the project and was available for questions.

- David Barron requested for clarification as to whether the voters approved the zone change for the location.

Action Taken: The City Council (1) opened the continued public hearing at 7:39 p.m.; (2) received documentary and testimonial evidence; (3) closed the public hearing at 8:31 p.m.; (4) took the following action: (4A) waived first reading and introduced an Ordinance approving a General Plan Amendment (GPA-17-01) and Zone Change (ZC-17-01); (4B) adopted Resolution No. 12030 approving a Tentative Map No. 77195 (TM-17-10) subject to GPA-17-01 and ZC-17-01 along with conditions of approval as amended that the applicant must submit complete construction drawings to the City within 12 months of the adoption of the ordinance, a security gate be installed, subject to the review and approval of Fire Department and Public Works Department, and no home businesses are allowed.

Motion: Moved by Council Member Real Sebastian and seconded by Mayor Pro Tem Chan, motion carried by the following vote:

Ayes:	Council Members:	Real Sebastian, Liang, Chan, Lam
Noes:	Council Members:	None
Absent:	Council Members:	Ing
Abstain:	Council Members:	None

Ordinance 1st Reading, entitled:
AN ORDINANCE AMENDING THE LAND USE MAP OF THE GENERAL PLAN (GPA-17-01) TO CHANGE THE LAND USE DESIGNATION FROM C TO MDR; AND AMENDING THE ZONING MAP (ZC-17-01) TO CHANGE THE ZONING FROM C-S TO R-2 TO ALLOW CONSTRUCTION OF AN 8-UNIT RESIDENTIAL CONDOMINIUM DEVELOPMENT AT 2011 POTRERO GRANDE DRIVE

Resolution No. 12030, entitled:
A RESOLUTION APPROVING TENTATIVE MAP NO.77195 (TM-17-10) TO SUBDIVIDE AIR RIGHTS FOR AN 8-UNIT RESIDENTIAL CONDOMINIUM DEVELOPMENT AT 2011 POTRERO GRANDE DRIVE

Council Member Ing left the meeting at 7:58 p.m.

5. OLD BUSINESS

5A. CONSIDERATION OF CONTRACTING PORTER SERVICE FOR BUSINESS IMPROVEMENT DISTRICT NO. 1 (BID)

Chrysalis Enterprises currently provides janitorial services within the Business Improvement District No. 1 (BID). The contract with Chrysalis Enterprises expires on June 30, 2018. Staff previously issued a Request for Proposal (RFP) for the janitorial services within Business Improvement District No. 1.

Public Speakers:

- City Clerk Chang read into the record a written communication from Johnny Thompson stating support for the renewal of the Chrysalis' contract.

- Jeremy Lubin, Business Development Manager for CAM Services, asked council to consider awarding the RFP to CAM Services instead of Chrysalis Enterprises.

- Grace Davis, Director of Operations for Chrysalis Enterprises, provided general information about the company and was available to answer questions.

Recommendations: (1) Award Chrysalis Enterprises a contract for porter services and appropriate $73,125 from BID reserves; (2) Authorized the City Manager to execute a contract with Chrysalis Enterprises in a form approved by the City Attorney (3) Take such additional, related, action that may be desirable.

Action Taken: Mayor Lam did not participate in the discussion due to a potential conflict of interest. The motion to approve the recommendations failed; as advised by City Attorney Hensley, the motion required three votes for passing.

Motion: Moved by Council Member Liang and seconded by Mayor Pro Tem Chan, motion carried by the following vote:

Ayes:	Council Members:	Liang, Chan
Noes:	Council Members:	None
Absent:	Council Members:	Ing, Lam
Abstain:	Council Members:	Real Sebastian

Discussion: City Council directed staff to bring the item back for discussion at the next council meeting and asked that BIDAC members be in attendance and available to answer questions.

Action Taken: Mayor Lam did not participate in the discussion due to a potential conflict of interest. The City Council approved in the interim of a contract that the company Chrysalis Enterprises continue services with the same terms and conditions as the previous contract until a new contract is in place.

Motion: Moved by Council Member Liang and seconded by Council Member Real Sebastian, motion carried by the following vote:

Ayes:	Council Members:	Real Sebastian, Liang, Chan
Noes:	Council Members:	None
Absent:	Council Members:	Ing, Lam
Abstain:	Council Members:	None

Discussion: City Council directed staff to come back to council at a later City Council Meeting with general information on the process of establishing a BID area at the South Garfield district.

6. NEW BUSINESS

6A. SIEMENS PERFORMANCE ASSURANCE OVERVIEW FOR CALENDAR YEAR 2017

On September 19, 2014, the City entered into a Performance Contracting Agreement with Siemens Industry, Inc. (Siemens), for an energy savings project related to various City owned facilities. The project work included interior building lighting upgrades, exterior lighting upgrades, upgrades of HVAC systems, energy efficiency control systems, and water meter system upgrades. The Agreement stipulates that an annual measurement and verification report be submitted to the City, to document the measured and verified savings.

The first annual measurement period was calendar year 2017, during which savings exceeded projections by $46,000. Siemens gave a brief presentation on the report that is attached to the staff report.

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

Public Speakers:

- Ernest Kim, Business Development Manager for Siemens, and Sirisha Nerella, Senior Energy Engineer, presented a PowerPoint presentation regarding Siemens' Measure and Verification Report for the City and were available to answer questions.

Action Taken: The City Council approved the report, titled Energy Performance Contract Performance Assurance Overview for the Annual Period: January 1 – December 31, 2017.

Motion: Moved by Council Member Liang and seconded by Mayor Pro Tem Chan, motion carried by the following vote:

Ayes:	Council Members:	Real Sebastian, Liang, Chan, Lam
Noes:	Council Members:	None
Absent:	Council Members:	Ing
Abstain:	Council Members:	None

6B. FIRE LADDER TRUCK AND ENGINES FINANCING – APPROVAL OF AGREEMENT

The replacement of (2) 1990 Fire Engines and (1) 1998 Fire Ladder Truck is necessary to ensure efficient emergency service delivery and operational readiness to the community. Purchase of all three units at the same time will result in savings while utilizing the Los Angeles County Fire Department's consortium pricing as seen in the KME Fire Apparatus Proposal (Attachment 5 in the staff report). In the 2018-19 budget, City Council approved a lease-purchase financing mechanism for funding the purchase.

This Item was heard after Agenda Item No. 5A.

Action Taken: The City Council (1) adopted Resolution No. 12033 authorizing the execution and delivery of a Master Equipment Lease/Purchase Agreement and other documents required in connection therein; (2) authorized the City Manager to execute an agreement based on MPMC § 3.20.050, in a form approved by the City Attorney, with KME Fire Apparatus for the purchase of two fire engines and one fire ladder truck; and (3) authorized the City Manager to execute the Master Equipment Lease/Purchase Agreement, in a form approved by the City Attorney, related to $2.6 million financing agreement with Banc of America Public Capital Corp.

Motion: Moved by Council Member Liang and seconded by Mayor Pro Tem Chan, motion carried by the following vote:

Ayes:	Council Members:	Real Sebastian, Liang, Chan, Lam
Noes:	Council Members:	None
Absent:	Council Members:	Ing
Abstain:	Council Members:	None

Resolution No. 12033, entitled:
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT, AND SEPARATE SCHEDULES THERETO FOR THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREIN; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

7. COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Council Member Real Sebastian reminded the community that the City's 5th Annual Geranium Festival will be at Barnes Park on October 13th.

Council Member Liang had nothing to report.

Mayor Pro Tem Chan invited the community to attend the Patriot Day Ceremony on September 11 which will be held at the front lawn of City Hall. He added that he will be attending the League of California City Conference in Long Beach on September 12-14.

Mayor Lam had nothing to report.

8. CLOSED SESSION

None.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 10:59 p.m.

_____
Vincent D. Chang
City Clerk

City Council Staff Report

DATE: October 3, 2018

AGENDA ITEM NO: **Consent Calendar Agenda Item 3-C.**

TO: The Honorable Mayor and City Council

FROM: Tom Cody, Director of Human Resources and Risk Management

SUBJECT: Legal Services Agreements with Falk & Hamblin (workers compensation); Carpenter, Rothans & Dumont (defense litigation); and Alderman & Hilgers LLP (defense litigation).

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to execute standard legal retainers with Falk & Hamblin; Carpenter, Rothans & Dumont; and Alderman & Hilgers LLP in a form approved by the City Attorney for on-call legal services.
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City occasionally uses the services of outside, specialized legal counsel for assistance with workers compensation and defense litigation. The City also has a retainer with Liebert, Cassidy & Whitmore for labor and employment legal services. These additional three firms specialize in representing and advising public entities with regard to workers compensation and defense litigation. They have been operating for several years in accordance with the City's memorandum of coverage with the Independent Cities Risk Management Authority ("ICRMA"). Upon advice from the City Attorney's office, staff recommends that the City Council authorize the City Manager to execute standard retainer agreements with these firms to confirm their representation of the City in specialized legal matters.

BACKGROUND:

Falk & Hamblin represents the City in workers compensation matters while Carpenter, Rothans & Dumont and Alderman & Hilgers LLP provide the City with litigation services in accordance with the ICRMA memorandum of coverage. These law firms have ongoing relationships with both ICRMA and the City; they are part of the ICRMA pool of attorneys providing services to ICRMA members.

In an abundance of caution, the City Attorney's office recommended that the City have retainer agreements with these law firms to confirm the attorney-client status between these attorneys and the City. The Human Resources Department would continue to

coordinate legal services with these law firms via the ICRMA and the City Attorney's Office would continue to monitor the legal work. These contracts provide that the firms provide legal services upon request.

FISCAL IMPACT:

The hourly rates between the law firms vary between $175 per hour to $200 per hour. Funds are budgeted for such legal services.

Respectfully submitted by:

Tom Cody
Director of Human Resources &
Risk Management

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENT(S):

1. Legal Services Agreements: Carpenter, Rothans and Dumont
2. Legal Services Agreements: Falk & Hamblin
3. Legal Services Agreements: Alderman & Hilgers LLP

ATTACHMENT 1

Legal Service Agreements: Carpenter, Rothans & Dumont

LEGAL SERVICES AGREEMENT
LEGAL SERVICES
BETWEEN
THE CITY OF MONTEREY PARK AND
CARPENTER, ROTHANS & DUMONT

This AGREEMENT is entered into this ___ day of _____, 2018 by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("City") and CARPENTER, ROTHANS & DUMONT, a limited liability partnership ("Law Firm").

1. **CONSIDERATION.**

A. City agrees to engage the services of Law Firm, and Law Firm agrees to perform services for City that are described below, all for the compensation and subject to the terms and conditions in this Agreement.

B. *Legal Fees.* City will compensate Law Firm for the services to be provided by Law Firm to City pursuant to this Agreement as follows:

i. The current range of hourly rates for Law Firm time is set forth in attached Exhibit "A," which is incorporated by reference. Law Firm reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Law Firm will provide City with written notification of any adjustment in the range of rates.

ii. All office, travel and meeting time will be billed at such rates in increments not exceeding one tenth (.1) of an hour.

C. *Cost and Expense Reimbursement.* In addition to the foregoing compensation, City will reimburse Law Firm for actual and necessary ordinary out-of pocket expenses reasonably incurred by Law Firm in performance of the service provided by Law Firm to City pursuant to this Agreement. Examples are as follows: deposition fees; postage; messenger/process service; faxes; and document reproduction.

D. *Reimbursable Extraordinary Expenses.* With City's prior approval, it will also reimburse Law Firm for extraordinary charges such as for consultants; expert witnesses; travel outside Los Angeles County; and investigative services.

E. *Non-reimbursable Expenses.* City will not reimburse Law Firm for the following: staff time or overtime for performing secretarial, clerical, or word processing functions; charges for time spent to provide necessary information for City audits, billing or budget inquiries; and computer on line charges.

F. *Billing.* Law Firm will bill City monthly for the services provided by Law Firm to

City pursuant to this Agreement, as well as all reimbursable costs and expenses. All bills for legal fees will set forth in detail the work performed during the billing period in line item format, so that each task is separately explained and has specific time recorded. Bills for reimbursable costs and expenses will set forth the cost for each category of such expenses incurred during the billing period in addition to the total cost of the expenses. If the amount charged in any one month for reproduction costs exceeds $100.00, the billing statement will contain backup documentation. Reimbursement for expenses incurred by an outside vendor will include the vendor's invoice.

G. *No Double Billing.* Law Firm will not charge City for more than one attorney's time for appearances at a court proceeding, deposition, or meeting with third parties, unless City's Representative has expressly authorized the use of more than one attorney for such appearances.

H. *Payment.* City will pay Law Firm for all of Law Firm's services, costs and expenses provided or incurred pursuant to this Agreement following receipt and approval of a bill for such services, costs and expenses that complies with the provisions of this Agreement. City will make its best effort to process and pay such bill within 30 of the receipt of such bill. In the event City fails to process and pay a bill within such 30-day period, it will not be liable for any interest or finance change arising out of such delinquency.

I. *Taxpayer Information.* Law Firm agrees to attach a completed W-9 Form to this Agreement to facilitate tax reporting for payments made by City to Law Firm pursuant to this Agreement.

J. *ICRMA Policies*. To the extent that City utilizes Law Firm for litigation addressed by the Independent Cities Risk Management Authority ("ICRMA") Workers Compensation Litigation Management Policies and Procedures (the "Litigation Policies"), Law Firm agrees to adhere to those Litigation Policies including, without limitation, the hourly rates established by the ICRMA. A copy of the Litigation Policies is attached as Exhibit "C" for reference.

2. **SCOPE OF SERVICES.** Law Firm will represent City in litigation matters requested by the City Manager or City Attorney ("Services").

3. **LAW FIRM'S PERSONNEL.**

A. *Lead Attorney.* All Services provided by Law Firm to City pursuant to this Agreement will be performed by or under the direction of the following attorney: Steven J. Rothans.

B. *Assisting Attorneys.* Additional attorneys who will assist the lead attorney in performing the Services may change, but generally will be members of the Law Firm's Employment Law Practice.

C. *Attorney Changes.* Law Firm agrees that there will be no change in the attorneys performing or assisting in performance of the Services provided to City under this Agreement without City's prior written consent.

D. Conflicts of Interest.

i. Law Firm represents that neither Law Firm nor any of the attorneys or other persons employed by Law Firm have any material financial interest, direct or indirect, in any contract or decision made by or on behalf of City that may be affected by the services to be provided to City pursuant to this Agreement, other than a financial interest that is similar, in all material respects, to the interests of the general public. Law Firm further agrees that no attorney or other person having any such interest will be employed by Law Firm while this Agreement remains in effect. If Law Firm or an attorney or other person employed by Law Firm acquires such an interest while this Agreement remains in effect, Law Firm will immediately disclose such interest to City's Representative, and the interested individual will not participate in or influence the performance of the services to be provided to City pursuant to this Agreement.

ii. In addition to the requirements regarding conflicts of interest imposed on attorneys by the California Business and Professions Code, and by Rule 3-310 of the California Rules of Professional Conduct, Law Firm agrees that neither Law Firm nor any attorney employed by Law Firm will represent clients before any board, commission, committee or department of City, or represent a client adverse to City for a period of one year from the date of the completion of the services to be provided to City pursuant to this Agreement or the early termination of such services in the manner hereinafter provided by this Agreement. The provisions of this paragraph may be waived by the written consent of the City Manager.

iii. Law Firm knows of no conflicts of interest that would preclude it from representing the City on any matter that may come before it. Nevertheless, Law Firm represents a wide variety of clients, including private individuals, businesses and other entities, and from time to time representing either the City or the other client or both. Law Firm is not permitted, nor would it consider, representing another client in any manner that is potentially adverse to the City without its specific written consent. It is possible however, that Law Firm may represent clients that have matters before the City on other matters that are not adverse to the City. For example, Law Firm might provide employment representation to a national retail business that at some time in the future may seek land use approvals in the City. In such a case, Law Firm's representation of that company would be disclosed to the City at the earliest opportunity and the City would then need to evaluate whether it views that representation as in

conflict with our representation of the City. Should the City find our representation of such a client objectionable, the City retains the ability to terminate Law Firm's services or refer any matters that may be at issue to another attorney or law firm.

4. **EXPERT WITNESSES AND CONSULTANTS.** Law Firm may retain expert witnesses and consultants in the performance of this Agreement only with City's prior consent. Upon retention of an expert witness or other consultant, City's Representative will determine whether the cost of such expert Law Firm will be paid by Law Firm or directly by City. In the event Law Firm pays the cost of such expert witness or consultant, such costs will be a reimbursable cost that may be billed by Law Firm to City.

5. **LIMITATIONS ON REPRESENTATION.** In the course of its representation of City in performing the Services, Law Firm will not take any of the following actions without City's prior consent:

A. Disqualify any judge assigned to preside at any trial, hearing, status conference, settlement conference or other proceeding pertaining to the litigation;

B. Agree to any mediation or arbitration on any matter at issue in litigation except where mediation or arbitration is required by a court rule or order;

C. File an appeal from an adverse judgment entered by the court in the litigation, or file a writ seeking appellate review of any interlocutory order or ruling of the court.

D. Propose or agree to any settlement of the litigation.

6. **REPORTS**. If the Services constitute litigation, then during the course of its representation of City, Law Firm will provide City's Representative with the following litigation reports:

A. An initial evaluation report, unless otherwise waived by City Representative and an annual litigation status report during the month of July in each year that this Agreement remains in effect that contains the following information bearing on the litigation that is the subject of this Agreement:

i. The name and a very brief description of the litigation;

ii. The current procedural status of the litigation;

iii. If City appears as a plaintiff or cross complainant in the litigation, a concise statement of each claim for relief sought by Law Firm on behalf of City in the litigation, and an evaluation of City's ability to prevail on the claim or claims;

iv. If City appears as a defendant or cross defendant in the litigation, a statement of the relief sought by the plaintiff or cross complainant, and an evaluation of City's liability with respect to the claim or claims;

v. An evaluation of the prospects for settlement as well as an estimate of the settlement value of the litigation;

B. A written or oral report on any material change in Law Firm's evaluation of the litigation that is the subject of this Agreement, promptly following the date Law Firm becomes aware of law or facts that cause the change in Law Firm's evaluation of the litigation; and

C. Such other oral or written reports regarding the litigation as may be requested by City's Representative.

7. **FILES.** Law Firm agrees that all legal files maintained by Law Firm pertaining to the services provided to City pursuant to this Agreement are and will remain City's property. However, Law Firm will have the right to retain copies of such files upon completion of the Services provided for by this Agreement, or upon the earlier termination such services in the manner hereinafter provided in this Agreement. For purposes of this Agreement the term "files" will include electronic files and data, as well as paper files that are maintained by Law Firm in the performance of the Services.

8. **INSURANCE**. Law Firm agrees to provide insurance in accordance with the requirements set forth in attached Exhibit "B," which is incorporated herein. If Law Firm uses existing insurance policies to comply with such requirements, but such policies do not conform to the requirements in all material respects, Law Firm agrees to cause such policies to be amended or supplemented by endorsement or otherwise in a manner necessary to comply with the requirements.

9. **INDEMNIFICATION.**

A. Except as otherwise provided in this Agreement, Law Firm agrees that it will save harmless and indemnify, including, without limitation, City's defense costs (including reasonable attorney's fees), from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by Law Firm or any of Law Firm's officers, agents, employees, or representatives, in the performance of this Agreement.

B. For purposes of this section "City" includes City's officers, elected and appointed officials, and employees.

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

10. **CITY'S REPRESENTATIVE**. The name, address and telephone number of City's Representative is as follows:

Mark D. Hensley, City Attorney
2600 West Olive Street, Ste. 500, Burbank, CA 91505
mhensley@hensleylawgroup.com
(818) 333-5120

With a copy to:

Karl H. Berger, Assistant City Attorney
kberger@hensleylawgroup.com
(818) 333-5120

11. **FIRM'S REPRESENTATIVE**. The name, address and telephone number of FIRM's Representative is as follows:

Steven J. Rothans, Esq.
Carpenter, Rothans & Dumont
500 South Grand Avenue, 19th Floor, Los Angeles, California 90071
srothans@crdlaw.com
(213) 228-0400

12. **TERMINATION OF SERVICES**. City may terminate this Agreement with or without cause at any time by serving Law Firm with notification of such termination by mail, by fax, or by City's Representative's oral notice of termination followed by written confirmation of same served on Law Firm by mail. Law Firm, on the other hand, may terminate this Agreement only with City's written consent, or in the event Law Firm is unable to continue to provide the services required by this Agreement for good cause or causes beyond Law Firm's control.

13. **PERFORMANCE STANDARDS**. While performing this Agreement, Law Firm will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. City will notify Law Firm of any deficiencies and Law Firm will have fifteen (15) days after such notification to cure any shortcomings to City's satisfaction. Costs associated with curing the deficiencies will be borne by Law Firm.

14. **PERMITS AND LICENSES**. Law Firm, at its sole expense, will obtain and maintain during the term of this Agreement, all permits, licenses, and certificates that may be required, as determined by Law Firm, in connection with the performance of services under this Agreement.

15. **WAIVER**. City's review or acceptance of, or payment for, work product prepared by Law Firm under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Law Firm's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will

not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

16. **ASSIGNABILITY**. This Agreement is for Law Firm's professional services. Law Firm's attempts to assign the benefits or burdens of this Agreement without City's written approval are prohibited and will be null and void.

17. **INDEPENDENT CONTRACTOR.** City and Law Firm agree that Law Firm will act as an independent contractor and will have control of all work and the manner in which is it performed. Law Firm will be free to contract for similar service to be performed for other employers while under contract with City. Law Firm is not an agent or employee of City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees. Any provision in this Agreement that may appear to give City the right to direct Law Firm as to the details of doing the work or to exercise a measure of control over the work means that Law Firm will follow the direction of the City as to end results of the work only.

18. **AUDIT OF RECORDS.** Law Firm will maintain full and accurate records with respect to all services and matters covered under this Agreement. City will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. Law Firm will retain such financial and program service records for at least four (4) years after termination or final payment under this Agreement.

19. **INTERPRETATION**. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

20. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

21. **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.

22. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

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

24. **ELECTRONIC SIGNATURES.** This Agreement 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. In accordance with Government Code §16.5, the Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

25. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.

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

CITY OF MONTEREY PARK

_____
Ron Bow,
City Manager

CARPENTER, ROTHANS & DUMONT

_____
Steven J. Rothans,
Managing Partner

ATTEST:

_____
Vincent D. Chang,
City Clerk

Taxpayer ID No. _____

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

By: _____
Karl H. Berger,
Assistant City Attorney

Exhibit A

PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Agreement Effective Date)

$200/hour (partners) and $160/hour (associates

EXHIBIT "B"
INSURANCE REQUIREMENTS

A. **Types and Amounts of Insurance Coverage.** Law Firm will provide the following types of insurance designated in this section by a check mark that includes coverage limits complying, at a minimum, with the limits set forth herein

Type of Insurance	Limits (comb. single)
Errors and omission	$2,000,000
Business auto liability	$1,000,000
Workers comp.	Statutory requirement

B. **Insurance Policy Forms and Provisions.** The insurance policies provided by Law Firm in compliance with the requirements of this section will conform to all of the following requirements regarding policy forms and provisions

(1) Errors and Omissions Insurance will be provided covering liability for professional malpractice. Such coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis, Law Firm will continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated (hereinafter the "extended insurance"). Such extended insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover Law Firm for all claims made by City arising out of any errors or omissions of Law Firm, or the officers, employees or agents of Law Firm during the time this Agreement was in effect.

(2) Business Auto Coverage will be provided on ISO Business Auto Coverage Form No. CA 00 01 06 92 including symbol 1 (any auto). As in the case of general liability insurance requirement, City and all of City's officers, employees, agents and volunteers will be named as additional insureds under such insurance coverage using ISO Form No. CG 20 10 11 85 (in no event with an edition date later than 1990). The insurance policy providing such coverage will be scheduled as underlying insurance to any umbrella policy required above meeting general liability insurance requirements.

(3) Workers' Compensation/Employer's Liability Coverage will provide workers' compensation statutory benefits as required by law. Unless otherwise agreed, this policy will be endorsed to waive any right of subrogation as respects the City and City's officers, employees, agents and volunteers. Employer's liability coverage provided by such insurance will be scheduled under any primary or umbrella policy described above to meet general liability insurance requirements.

C. Additional Insurance Requirements. Law Firm agrees to comply with the following additional requirements with respect to the insurance provided pursuant to this section:

(1) Unless otherwise approved by City, Law Firm's insurance will be written by insurers authorized to do business in the State of California, and with a minimum "Best's" Insurance Guide rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

(2) Law Firm will provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required, copies of the insurance policies themselves or any portions thereof, and any required endorsements. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage. Law Firm will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

(3) Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. Coverage will not be limited to the specific location, individual or entity designated as the address of the project or services provided for by this Agreement.

(4) Law Firm will ensure that coverage provided to meet these requirements is applicable separately to each insured, and that there will be no cross liability exclusions that preclude coverage for suits between Law Firm and City, between Law Firm and any other named insureds or additional insureds under the insurance policy, or between City and any party associated with City or City's officers, employees, agents or volunteers.

(5) All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, will not prohibit Law Firm, and Law Firm's employees or agents, from waiving the right of subrogation before a loss. By these presents, Law Firm waives its right of subrogation against the City.

(6) Any failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any other additional insured in this or any other regard.

(7) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary to meet the requirements of this Agreement, and any premium paid by City for such insurance will be promptly reimbursed by Law Firm, or, if not promptly reimbursed, deducted from any compensation to be paid by City to Law Firm pursuant to this Agreement

(8) Law Firm will provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least 72 hours before expiration of coverage.

(9) Law Firm will require all subcontractors or other parties hired by Law Firm to perform any part of the services required by this Agreement to purchase and maintain all of the insurance specified above and all such commercial general liability insurance and business automobile insurance will name as additional insureds all parties to this Agreement. Law Firm will obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein. No contract used by any Law Firm, or contracts Law Firm enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. When requested, Law Firm will provide City will all agreements with subcontractors or others with whom Law Firm contracts with on behalf of City, and with all certificates of insurance obtained in compliance with this paragraph. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

(10) Law Firm will provide immediate notice to City of any claim against Law Firm or any loss involving Law Firm that could result in City or any of City's officers, employees, agents or volunteers being named as a defendant in any litigation arising out of such claim or loss. City will not incur any obligation or liability by reason of the receipt of such notice. However, City will have the right, but not the duty, to monitor the handling of any such claim or loss that is likely to involve City.

(11) In the event of any loss that is not insured due to the failure of Law Firm to comply with these requirements, Law Firm will be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to City, or City's officers, employees, agents or volunteers as a result of such failure.

INDEPENDENT CITIES
RISK MANAGEMENT
AUTHORITY

www.icrma.org

Litigation Management Policies and Procedures

Liability and Workers' Compensation

July 1, 2018

Change Record

Date	Description
7/2003 (LP)	• Revisions to Liability Litigation Management Policies and Procedures
8/2007 (WC)	• Creation of Workers' Compensation Management Policies and Procedures
11/2013 (LP)	• Added provision that hourly rates for Associates should be no greater than 80% that of existing approved rates for Partner rate charged.
4/2015 (LP)	• Require pre-trial reports 120 days before trial • Require status reports every 60 days • Claims reasonably expected to reach 50% of the member retained limit must have defense counsel assigned within 60 days of the receipt of the claim • Reduced the number of attorneys and paralegals that may work on a claim without pre-approval • Added hourly rates for Of Counsel and paralegals • Clarified the $300 appellate rate applies to partners only if an appellate law specialist is utilized for the appeal • Increased defense panel insurance requirements from $1 million to $2 million • Added language regarding biannual litigation management meetings and annual attorney audit • Added language clarifying that attorneys, not firms, are added to/removed from the Approved Panel Counsel • Require use of Approved Panel Counsel for all litigated claims except at the discretion of the Governing Board • Added language that the member or adjuster shall discuss the attorney assignment with the Liability Program Manager before the engagement letter is sent • Added language that an arbitrator must be approved by the ICRMA Liability Program Manager
11/2015 (WC)	• Updated language: Typographical and Grammar, Clarifying, Practice, and Modernization.
12/2016	• Added language to clarify the definition of conflicts of representation for ICRMA defense counsel, effective immediately. • Revised the travel billing provision. Billing for travel may be no greater than 50% of the normal hourly rate (effective March 1, 2017).
7/2018	• Combined Liability and Workers' Compensation LMPP documents • Increased insurance requirements for WC attorneys from $1M to $2M to be consistent with liability requirements

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Litigation Management Policies and Procedures

The Independent Cities Risk Management Authority (ICRMA) has adopted Liability and Workers' Compensation Litigation Management Policies and Procedures which represent a reasonable and effective path for the management of litigated matters. These guidelines ensure consistency in claim litigation management and define the expectations of claims defense counsel to achieve the best result in an efficient and cost-conscience manner consistent with ethical obligations. It is the intent of the ICRMA to allow Members to select their own defense counsel, while at the same time recognizing that it is in the best interests of all Members to ensure the professional, competent, and cost-effective handling of litigation. Pursuant to ICRMA's Memorandum of Coverage, Members and retained counsel shall comply with these Litigation Management Policies and Procedures ("Procedures") for all claims required to be reported to ICRMA.

If any provision of this document conflicts with the ICRMA's Memoranda of Coverage, the then current MOC governs whenever approved. Likewise, detail contained in the MOC should be used to clarify implementation of these policies and procedures.

1. DEFENSE COUNSEL

A. Approved Panel Counsel

Attorneys must meet and agree to the following provisions in order to be approved for, and maintain their membership on, the approved panel:

1. Nomination. The attorney must be nominated, in writing, by one of the current ICRMA Members, Third Party Administrator (TPA) or by ICRMA. The Governing Board shall have the responsibility of approving the panel of defense attorneys and the authority to add or delete individual counsel from time to time pursuant to recommendations from the Member or Executive Director.
2. Application. Upon application to ICRMA, the attorney shall provide a resume setting forth his/her experience as applicable to the handling of ICRMA claims and his/her areas of expertise. As part of the process, the attorney shall affirmatively agree to all previsions of this Litigation Management Policies & Procedures in order for his/her application to be considered by the ICRMA Board of Directors.
3. Experience. The attorney on an ICRMA claim must have at least five years of civil litigation practice, which includes substantial and significant defense experience in the area of public sector litigation in California, unless otherwise approved by ICRMA.
4. Insurance. The attorney must carry liability insurance appropriate to the legal profession, and in an amount not less than $2,000,000 per claim.

B. Selection

1. Defense counsel shall be selected by the Member, its TPA or its designated claims adjuster. The selection shall be based on the

nature and complexity of the case, the experience and ability of the attorney, as well as other relevant factors.

2. For Liability Exposures, ICRMA's Liability Program Manager serves as a valuable resource to the members and protects the pool's assets, thus the member or adjuster shall discuss the selected attorney with the Liability Program Manager before the engagement letter is sent. Claims reasonably expected to reach 50% of the member retained limit must have defense counsel assigned within 60 days of the receipt of the claim.

3. Members must retain defense counsel on ICRMA's Approved Panel Counsel to defend a claim. However, at the request of a Member, in extraordinary circumstances, such as a special expertise of proposed counsel not available from any Approved Panel Counsel, the Governing Board in its discretion may approve selection of counsel other than Approved Panel Counsel, on such conditions as may be set forth by the Governing Board.

4. Regardless of the selection process, the Member shall bear the financial responsibility of the defense expenses, including fees, until its retained limit is exhausted. The attorney must agree that the hourly rate charged by the firm shall not exceed the current approved rates for partners and associates.

C. Attorney Client Relationship

Defense counsel has an attorney-client relationship with any Member and/or individual covered party(ies) who are being defended and also with ICRMA as to the defense of the claim.

D. Compliance with the LMPP

Defense counsel agrees to comply with the LMPP as it exists today or as amended.

E. Removal from the Panel

Any defense counsel may be removed from the Approved Panel Counsel list for failure to adhere to or satisfy these policies and procedures.

The nominating Member or liability program manager may also seek removal of defense counsel from the Approved Panel Counsel list.

ICRMA's administrative team may also remove defense counsel from the Approved Panel Counsel list for clerical reasons (e.g., counsel deceased, has left the jurisdiction, has been disbarred).

Any defense counsel removed from the Approved Panel Counsel list shall not be permitted to apply for reinstatement until three years from the conclusion of the legal action that gave rise to the conflict.

2. POLICIES REGARDING LEGAL SERVICES

All counsel assigned to ICRMA claims agree to the following:

A. Engagement Letter

All legal services performed, shall be initiated by an engagement letter sent by the Member's TPA on its behalf and copied to ICRMA in the form set forth in the exhibits. No work shall be performed and billed unless such work has been undertaken pursuant to the engagement letter.

Liability for any failure of the engagement letter to properly reflect these policies and procedures shall accrue to the Member. If any provision of the engagement letter conflicts with ICRMA's Memoranda of Coverage, the then current MOC governs whenever approved.

B. Evaluation of Attorneys and Firms

The performance of each pre-approved attorney will be evaluated annually by the Governing Board. The Governing Board reserves the right to remove any attorney from the panel.

C. Monitoring Counsel

ICRMA has the right to retain monitoring counsel, whose fees will be paid by ICRMA. The fees and costs for this shall not be applied against the Member's self-insured retention as long as counsel acts only as monitoring counsel. Defense counsel shall fully cooperate with monitoring counsel.

D. In-House Counsel

A Member has the right to utilize its own in-house City Attorney as counsel to represent the Member in any litigation. However, the in-house counsel shall satisfy and comply with these Procedures. If the attorney is a city employee, his or her salary shall not be considered a defense cost nor will it count toward satisfying the member retained limit.

The ICRMA Member is likewise bound to satisfy and comply with all policies and procedures in this document.

E. Conflicts

The defense counsel selected and the law firm of which he/she is a member must certify that they have no ethical or legal conflicts that would disqualify them from representing any of the Members. In addition, (i) defense counsel shall certify that they will refrain from initiating or maintaining any legal action against any Member, either by way of complaint or cross complaint, during the time that they are included on the panel and accepting defense work from a Member and/or ICRMA; and (ii) they shall agree to disclose any special facts that would or could potentially disqualify them from representation of a Member at the time of the case assignment, or immediately upon discovery. The prohibition from initiating or maintaining any legal action against any Member is deemed to apply to tort

claims or lawsuits for damages by a third party against a Member. The prohibition shall not be deemed to apply to a complaint or cross-complaint against a Member which arises out of a third party claim or lawsuit against a Member, where the complaint or cross-complaint: (1) seeks or alleges indemnity, contribution, reimbursement, comparative fault and/or declaratory relief; (2) does not otherwise affirmatively seek damages; and (3) is approved in writing by the Liability Program Manager as being appropriate as part of the overall strategy of defending a third party suit against the Member. The approval of the Litigation Manager is subject to review by the Claims Committee at the request of any Member against which such a complaint or cross-complaint is brought or proposed. The request for review shall be made in writing to the Executive Director within ten business days of receipt of the written approval by the Liability Program Manager.

F. Biannual Litigation Management Meetings

Defense counsel shall participate in litigation management meetings, at least biannually, between the Member, TPA, and ICRMA Liability Program Manager.

3. CASE ANALYSIS AND STRATEGY

A. Initial Case Analysis.

Within sixty (60) days following assignment of a case, defense counsel shall complete and return a case analysis to the Member, its TPA, and ICRMA's Program Manager in the form attached in the exhibits. The case analysis should include a comprehensive evaluation of the case and litigation plan, including the following:

1. Evaluation of the allegations and legal liability.
2. Defense plan and strategy, including the anticipated course of action to be taken and the prospect for success (i.e. motion to dismiss, motion for summary judgment, negotiated settlement, and trial).
3. The facts or elements which must be proved or disproved and the discovery necessary to establish these.
4. The necessity for and timing of the discovery, filing of motions, negotiations, or other objectives.
5. A description of how the work will be distributed among those who will be working on the case.
6. The tactics to be used in defending the case and the advantages to be gained by use of these tactics.
7. Evaluation of settlement status and availability of ADR.
8. Investigation, which includes identification of any additional information or documentation that is needed to disprove the plaintiff's claims or to establish defenses in the action. Whenever possible, this investigation and information-gathering shall be done by the Member or the Member's claims adjustor.

B. Budget

1. In addition to and submitted at the same time as the Initial Case Analysis, Counsel shall provide an accurate estimate of defense costs for all litigated cases as set forth in the exhibits. Defense Counsel is expected to stay within the estimated case budget throughout the litigation and to report on fees expended in relation to the budget as requested by the Member, its TPA and/or ICRMA's Program Manager.
2. All case budgets must be sent to the Member with a copy to the TPA and ICRMA's Program Manager. Budgets must be approved by ICRMA's Program Manager.
3. Budgets will be required in workers' compensation litigation at the discretion of the Member or ICRMA's Program Manager.
4. Approved Revisions to Case Budget. Changes can occur in any case that will affect the defense litigation plan and consequently alter estimated defense costs. As soon as it is reasonably foreseeable that a revision to the budget is required, an updated litigation budget shall be completed with defense counsel's recommendation for a budget increase. Approval of the Member, its TPA and ICRMA's Program Manager shall be required for all revised budgets.

C. Reporting

1. Defense counsel shall provide the following written status reports: After initial case analysis, defense counsel shall provide mandatory written status reports at sixty (60) day intervals setting forth all substantive developments. The defense attorney handling the claim should prepare the status reports. Defense counsel shall report only on new developments since the last report. It is not necessary to repeat the case facts or information previously reported. Status Reports should be as straight-forward and as objective as possible to allow the Member, its TPA adjustor and ICRMA's Program Manager to meaningfully analyze the case and to determine the course of action to be taken. Status reports should include the following:
    - The ongoing strategy for defense or resolution of the case, including factual and legal analysis of issues related to liability and damages;
    - A description of planned discovery with a time table for completion;
    - A brief synopsis of the discovery completed since the last report and significant information obtain through discovery;
    - Court dates, including, but not necessarily limited to, mandatory settlement conferences, trial setting conferences, arbitration and trial dates, and other hearings, and

- New settlement demands and the status of any efforts with regard to ADR.

Case developments that have a significant impact on litigation should be reported immediately by defense counsel.

2. Pre-trial report: No later than 120 days prior to trial, the defense trial attorney will provide a trial report (or binding arbitration report if applicable) which shall include:
   - An assessment of liability for all defendants;
   - An assessment of plaintiff's damages;
   - An assessment of the legal defenses and probability of prevailing;
   - The verdict value assuming liability including a survey of jury verdicts and comparable cases;
   - An appraisal of settlement value, considering verdict value and chances of prevailing and a status of efforts regarding ADR;
   - Evaluation of expert witnesses and their expected testimony for both plaintiff and defense, and
   - The defense fees and costs to date, along with a trial budget as set forth in the exhibits.

It is expected that cases will proceed to trial as expeditiously as possible. Defense counsel shall obtain the approval of the Member, its TPA and the ICRMA Liability Program Manager prior to continuing the trial date set by the court.

4. COMMUNICATION

A. Correspondence and pleadings

Copies of all correspondence and pleadings shall be promptly provided by defense counsel to the Member, its TPA claims adjustor, and ICRMA's Program Manager. Defense counsel will promptly respond to all written correspondence or phone calls and will keep the Member, its claims adjustor and ICRMA's Liability Program Manager fully advised of the progress in each case.

B. Depositions, Trials, Arbitrations and Hearings

Immediately upon receipt, defense counsel shall send notice of all depositions, trials, arbitrations, mediations and hearings to the Member, its TPA claim adjuster and ICRMA's Program Manager. Defense counsel will coordinate scheduling with the member and ICRMA Liability Program Manager prior to scheduling. The selected arbitrator must be approved by ICRMA's Program Manager.

5. SETTLEMENT AUTHORITY

Defense counsel shall not settle any claim or lawsuit or make a settlement offer in any amount without prior authorization from ICRMA when the settlement

requires contribution from ICRMA.

6. POLICIES REGARDING FEES, EXPENSES AND REIMBURSEMENTS

A. Attorney Hourly Rate

The hourly rate charged shall not exceed the approved rates as listed in the exhibits, unless the Member agrees to pay any difference between the maximum allowed rate and the actual rate charged. ICRMA must be notified in writing if the Member agrees to exceed the maximum allowed rate. Regardless of the amount paid to defense counsel, whether it is ICRMA's maximum hourly rate, or such additional amount as the Member may agree to pay, for purposes of computing the Member's retained limit, ICRMA's approved hourly rate shall be utilized. If the matter exceeds the Member's retained limit, ICRMA shall only pay the amount invoiced up to a maximum of the fees listed in the exhibits.

B. Counsel Billable Activities

No more than two attorneys, and no more than one partner or one Of Counsel, shall be assigned to a matter without prior approval by the City's TPA and ICRMA's Liability Program Manager. No more than one attorney's time should be billed for depositions, hearings, motions, or internal conferences or meetings unless advance approval has been obtained from ICRMA's Program Manager.

C. Reimbursable Expenses/Disbursements

Reasonable and customary expenses incurred in the case are reimbursable. Counsel shall include all individual items of expense and disbursement in the regular billings. Reasonable and customary expenses include travel costs, filing fees, court reporter fees, witness fees, and photocopying costs. All expenses and/or disbursements in excess of $500 shall be approved in advance.

D. Travel Costs

Reasonable and necessary travel costs are reimbursable expenses and must be approved in advance upon submission of the estimated travel expenses. Travel hours shall be billed at 50% of the normal hourly rate.

E. Non-Reimbursable Expenses

Expenses such as staff overtime, word processing or other secretarial or administrative functions, overhead expenses, special publications, or attendance at continuing legal education seminars shall not be reimbursable.

F. Defense Experts

Prior to engaging the services of any defense expert, defense counsel shall obtain the approval of the Member TPA and ICRMA's Program Manager.

G. Other Expenditures

Defense counsel shall obtain the approval of the Member TPA and ICRMA's Liability Program Manager for the following expenses:

1. Independent medical examinations

2. Outside investigators
3. Retention of associate counsel, local counsel, or consultant
4. Filling of cross-complaints or counter-claims
5. Legal research projects expected to exceed four hours
6. Research for the preparation of and filing of all motions or other projects expected to exceed $500
7. Voluntary settlement conferences or ADR methods
8. Expenses expected to exceed $500, including copying expenses
9. Fees for trial support services
10. Video-taping of depositions

7. BILLING PROCEDURES

A. Billing Statement

A complete statement for services rendered shall be submitted every thirty (30) days.

B. Legal Fees

Legal services should be described in detail. Block billing will not be accepted. Any billing statement not in conformity with these rules will be returned to counsel. All charges for expenses shall be based on actual costs. No blanket charge for office expenses, administrative charges or the like shall be accepted for payment. Copying and facsimile charges are limited to no more than .10 cents per page and subject to pre-approval if expected to exceed $500. Use of couriers for same day delivery of documents or court filings is discouraged unless absolutely necessary. A descriptive statement should set forth the following:

1. Date the services were rendered;
2. A description of services including a description of each task performed;
3. Identity of the person(s) rendering the services described;
4. Rate at which the person(s) rendering the services is billed;
5. Amount of time expended by each person for the services described;
6. Calculated fee for that particular billing entry; and
7. The total amount paid to date.

This provision applies regardless of the attorney relationship with the ICRMA member including but not limited to employment at the Member, in-house counsel, or other retainer agreements.

C. Billing Reimbursable Expenses and Disbursements

Reimbursable expenses incurred and disbursements made, with supporting documentation for expenses in excess of $25, are to be itemized and adequately described. All vendor statements shall be attached to the firm's legal bill.

D. Final Disposition of Case

Upon final disposition of a case (e.g., settlement, dismissal, etc.), counsel shall

immediately contact all experts and vendors. Counsel must seek the return of any confidential documents provided in the case. Counsel shall request a final billing from all vendors and experts, and submit his or her own final bill within 60 days. All final billing statements must be clearly marked "Final Billing Statement". **Once ICRMA's file is closed, ICRMA will not pay for any services rendered after file closure.**

8. TRIAL REPORT

At the conclusion of all trials, a brief summary trial report should be directed to the Member and ICRMA's Program Manager outlining the trial results and lessons learned that may assist in future ICRMA litigation or risk management.

9. FINAL REPORTS

A. Closing Report

At the conclusion of the case, a short summary report shall be prepared and directed to the Member, TPA, and ICRMA's Program Manager. Court orders and a fully executed settlement agreement shall be submitted to the TPA and ICRMA's Program Manager when received.

B. Evaluation of Counsel

ICRMA's Program Manager shall periodically review these evaluations, as well as the performance and the initial case analysis and, if necessary, make periodic recommendations to ICRMA concerning the continued status of a particular defense counsel on the approved panel counsel list.

C. Audit of Defense Firms

ICRMA may, upon a schedule determined by the Claims Committee, review all defense panel counsel. The purpose of the audit will be to ensure attorneys are consistently following the Litigation Management Policies and Procedures, review subjective data such as closing ratios, legal expense ratios, and total legal expenses, and to report attorney performance to the members.

10. DISPUTES BETWEEN PARTIES

A. Arbitration

Any dispute between defense counsel and the Member or between defense counsel and ICRMA pertaining to these Procedures shall not be subject to any court action, but shall instead be submitted to binding arbitration.

B. Selection of Arbitrator

Arbitration shall be conducted pursuant to the California Code of Civil Procedure. Arbitration shall be conducted by a three-person panel. Each party shall select one arbitrator and the two arbitrators shall then select a third arbitrator upon mutual agreement. No arbitrator shall be employed or affiliated with the ICRMA or any party to the dispute.

C. Arbitration Time Limits

The selection of arbitrators shall take place within twenty (20) calendar days from the receipt of the request for arbitration. Unless mutually agreed otherwise, the arbitration hearing shall commence within forty-five (45) calendar days from the date of the selection of the arbitrators.

D. Cost of Arbitration

Each party shall pay the cost of its selected arbitrator and one-half the cost of the third selected arbitrator. In addition, each party shall be responsible for its own costs, expenses and legal fees of arbitration.

E. Arbitration Procedure

Except for notification of appointment and as provided in the California Code of Civil Procedure, there shall be no communication between the "parties" and the arbitrator(s) relating to the subject of the arbitration other than at oral hearings. The procedures set forth in California Code of Civil Procedure Section 1293.05 relating to depositions and discovery shall apply to any arbitration pursuant to this Section. Except as provided otherwise above, arbitration shall be conducted as provided in Title 9 of the Code of Civil Procedure (commencing with Section 1280). The decision of the arbitrators shall be final and binding, and shall not be subject to appeal.

AGREEMENT TO COMPLY WITH PROCEDURES

I AGREE TO ABIDE BY THE ICRMA'S LITIGATION MANAGEMENT POLICIES AND PROCEDURES. I UNDERSTAND THE CITY AND ICRMA HAVE THE RIGHT TO ENFORCE THE TERMS OF THIS AGREEMENT AS TO THE UNDERSIGNED ATTORNEY.

Dated:

_____
[Attorney's Law Firm]

By: _____
[Signature of Individual Attorney]

_____
[Print Name]

Exhibit A - ICRMA Rate Schedule

Liability: The hourly not-to-exceed rate for ICRMA liability defense panel attorneys is established as follows:

Type of case	Position	Rate
General Civil Litigation (including fire, police, premise liability, and dangerous condition of public property)	Partner	$225
	Of Counsel	$215
Civil Rights & Employment Practices Litigation	Partner	$250
	Of Counsel	$240
Appellate Work	Partner	$300*

The hourly rate for Associates shall be no greater than 80% that of existing approved rates, or the actual Partner rate charged, whichever is less. Associates working appeals may only charge 80% of the hourly rate noted above, not 80% of the rate for appellate work.

The hourly rate for Paralegals shall be $100.

The rates shown are subject to change only with ICRMA Governing Board's approval.

*The $300 rate applies to partners only if an appellate law specialist, as certified by the State Bar, is being utilized for the appeal. If an appellate law specialist is not utilized, the rate listed above for the special type of claim instead applies.

Workers' Compensation: The hourly not-to-exceed rate for ICRMA workers' compensation defense panel attorneys is $150 per hour. Paralegal or non-attorney professional work shall not exceed $100 per hour. Charges for legal assistant work shall not exceed $80 per hour. Ranges for hourly rates are not acceptable.

Exhibit B – Engagement Letter

[INSERT DEFENSE COUNSEL NAME] [Date]

Re: Name of Claim _____
Date of Loss: _____
Date Claim Made: _____
Our File No.: _____

Dear Mr./Ms. _____:
This correspondence confirms that you have agreed to undertake the defense of the City in the above-captioned matter, and that you will be the attorney responsible for this matter. The City is a member of the Independent Cities Risk Management Authority ("ICRMA") which provides pooled self-insurance for the defense and indemnity of this claim pursuant to the Memorandum of Coverage between the City and ICRMA. The ICRMA program year for this claim is [enter year] and the city has a self-insured retention of $[enter SIR amount]. The Memorandum of Coverage provides as follows:

"The MEMBER acknowledges and agrees that its defense counsel has an attorney-client relationship with any COVERED PARTY who is being defended and also with ICRMA as to the defense of the CLAIM. MEMBER acknowledges and agrees that its defense counsel shall comply with ICRMA's Litigation Management Policies and Procedures (LMPP)."

This provision applies to your defense of this Claim. As a condition to this engagement, you agree to comply with all of the requirements of the LMPP which is available at http://www.icrma.org/Programs/Liability.aspx. As provided in the LMPP, your Initial Case Analysis and Budget are due on [enter date]. Comprehensive status reports are due every 60 days thereafter. As a further condition, you certify that the firm has appropriate insurance as outlined in the LMPP. Please review the LMPP regarding other reporting requirements and contact me with any questions.

Your primary contact at the City shall be [enter name]. As provided in the LMPP, copies of all correspondence, pleadings, and reports should be sent to me, the City, and ICRMA's Program Manager. All statements for legal fees and costs should be sent to me.

Thank you for accepting this new case subject to the terms set forth in this Agreement. We look forward to working with you on this matter. Kindly countersign this engagement letter and return a signed copy to me [alternative: kindly respond to this email to acknowledge your agreement].

Very truly yours,

_____
TPA Adjuster

Copy: City
ICRMA Program Manager

I AGREE TO THE TERMS OF THIS ENGAGEMENT AND AGREE TO ABIDE BY ICRMA'S LITIGATION MANAGEMENT POLICIES AND PROCEDURES. I UNDERSTAND THE CITY AND ICRMA HAVE THE RIGHT TO ENFORCE THE TERMS OF THIS AGREEMENT AS TO THE UNDERSIGNED ATTORNEY.

Dated: _____ _____
[Name of Attorney's Law Firm]

By: _____
[Individual Attorney]

Exhibit C – Case Analysis

Caption of Lawsuit: _____

Court: _____ Case Number: _____

Date Suit Filed: _____ Date of Service: _____

Fast Track? _____ Yes _____ No

Date of Loss: _____

I. PARTIES

A. Plaintiffs:

B. City and City-Related Defendants:

C. Third-Party and Other Defendants:

II. TRIAL DATE AND OTHER IMPORTANT DATES

III. JURISDICTION AND EVALUATION

IV. TRIAL JUDGE AND EVALUATION

V. EVALUATION OF COUNSEL

A. Plaintiff's Attorney's Name and Evaluation:

B. City's Defense Attorney's Name:

C. Co-Defendants' Attorneys' Names and Evaluations:

VI. STATEMENT OF FACTS

VII. INJURIES

VIII. SPECIAL DAMAGES

A. Medical Expenses:

1. Past:

2. Future:

B. Loss of Earnings:

1. Past:

2. Future:

C. Other (specify);

IX. LIABILITY ALLEGATIONS

A. Plaintiff's Contentions:

B. Defenses:

1. Legal Defenses:

2. Factual Defenses:

C. Plaintiff's Expert Witnesses and Opinions:

D. Defense Expert Witnesses and Opinions:

X. VERDICT EXPOSURE

A. Chances of Defense Verdict:

[Note: a percentage number shall be provided.]

B. Gross Verdict Range as to all Defendants:

C. Potential Offsets and Credits:

D. Net Verdict Range to City after Offsets, Credits and Allocation of Fault:

E. Plaintiff's Attorney's Fees (if applicable)

F. Punitive Damages (if applicable)

XI. SETTLEMENT HISTORY

A. Last Demand:

B. Last Offer:

C. History of Settlement Negotiations:

XII. RECOMMENDATIONS OF COUNSEL

A. Reasonable Settlement Value:

B. Proposed Litigation Strategy:

C. Other Recommendations:

XIII. MISCELLANEOUS

A. Does Complaint Conform to the Tort Claim Filed?
(If not, specify differences)

B. Is Indemnification or Contribution Available?
(If so, specify by whom, and in what amounts)

DEFENSE FIRM:

I have read and will comply with ICRMA's Litigation Management Policies and Procedures and I affirm that there are no known legal or ethical conflicts in our representation of the defendant(s) in this case:

Prepared by: _____
Print Name

Signature: _____

Date Prepared: _____

Appendix D – Litigation Budget

Case Name:_____ ICRMA Member:_____

Case Caption: _____ Venue_____

Defense Firm: _____ Partner in Charge: _____

Instructions: 1. Estimate the hours each attorney and paralegal will bill for each activity. 2. Total the hours for each person. 3. Multiply the hours by the hourly rate to project the per person fees. 4. Add all of the projected fees to obtain the pre-trial fees total.

Part I: Pre-Trial Budget/Pre-Trial Fees

A. Case Assessment, Development and Administration:

ACTIVITY	PARTNER HOURS	ASSOCIATE HOURS	PARALEGAL HOURS
1. Fact Investigation, Development & Admin.	_____	_____	_____
2. Case Analysis/Strategy	_____	_____	_____
3. Other Case Assessment,	_____	_____	_____
4. Development & Admin.	_____	_____	_____

B. Pre-Trial Pleadings & Motions:

ACTIVITY	PARTNER HOURS	ASSOCIATE HOURS	PARALEGAL HOURS
1. Demurrer	_____	_____	_____
2. Answer/Cross-Complaint	_____	_____	_____
3. Other Pleadings	_____	_____	_____
4. Dispositive Motions	_____	_____	_____
5. Other Legal Research	_____	_____	_____
6. Other Written Motions	_____	_____	_____
7. Court Mandated Conf.	_____	_____	_____

C. Discovery:

ACTIVITY	PARTNER HOURS	ASSOCIATE HOURS	PARALEGAL
1.Written Discovery	_____	_____	_____
2.Document Production	_____	_____	_____
3.Depositions	_____	_____	_____
4.Expert Discovery	_____	_____	_____
5.Discovery Motions	_____	_____	_____
6.Other Discovery	_____	_____	_____
Est. Total Pre-Trial Hrs.	_____	_____	_____
Hourly Rate	_____	_____	_____
Hours x Hourly Rate = Estimated Pre-Trial Fees	_____	_____	_____

Total Estimated Pre-Trial Fees: **$**_____

Part II: Pre-Trial Budget Costs

Name of Expert or Cost	Indicate Type (expert, expert fee, or other cost)	Total Cost

Total Estimated Pre-Trial Costs: **$**_____

Total Estimated Pre-Trial Fees & Costs: **$**_____

Part III: Alternative Dispute Resolution

ADR RECOMMENDED (Y/N)	EST. FEES	EST. COSTS	TOTAL
A. Mediation ( )	_____	_____	_____
B. Non-binding Arbitration ( )	_____	_____	_____
C. Binding Arbitration ( )	_____	_____	_____
D. Other _____	_____	_____	_____

Part IV: Trial Preparation and Trial

Note: An updated pre-trial budget must be submitted with a pre-trial report 120 days before trial is set to begin.

A. Trial Fees

1. Witness Preparation

i. Fact Witnesses _____ Fee: $_____

_____ Fee: $_____

ii. Expert Witnesses _____ Fee: $_____

_____ Fee: $_____

2. Written Motions (itemize separately)

Motion: _____ Fee: $_____ Motion: _____ Fee: $_____

Motion: _____ Fee: $_____ Motion: _____ Fee: $_____

3. Jury Verdict & Other Required Submissions _____
4. Other Trial Preparations & Support _____
5. Trial and Hearing Attendance _____
6. Post-trial Motions & Submissions _____

Total Estimated Trial Fees: $_____

B. Trial Costs

1. Witness Fees _____
2. Trial Transcripts _____
3. Trial Exhibits _____

Total Estimated Trial Costs: $_____

Total Estimated Trial Preparation, Fees & Costs: _____

Part V: Appeal

	EST. FEES	EST. COSTS	TOTAL
A. Appellate Motions and Submissions	_____	_____	_____
B. Appellate Briefs (Itemize Separately)	_____	_____	_____
C. Oral Argument			
1. Preparation	_____	_____	_____
2. Attendance at Argument	_____	_____	_____

Total Estimated Appeal Fees & Costs: $_____

TOTAL recommended litigation budget (Parts I, II, III, IV & V): $_____

PROJECTED COMPARISON — SETTLEMENT AND DEFENSE COSTS AT EACH STAGE OF LITIGATION

Settlement/Jury Value Range	Stage of Litigation	Anticipated Defense Costs & Fees at each stage
$ _____ to $ _____	Now	$_____
$_____ to $ _____	Through ADR (Including any discovery necessary for ADR)	$_____
$ _____ to $ _____	Through Discovery	$_____
$ _____ to $ _____	Through Pre-Trial/Settlement Conference	$_____
$ _____ to $ _____	Through Trial	$_____

In executing and returning this analysis, you are warranting that you have read and will comply with ICRMA's Litigation Management Policies and Procedures regarding defense litigation management and that there are no legal or ethical conflicts in your representation of defendant in this case. If more space is required to respond to any requested information, please asterisk the same and attach an additional sheet or sheets to the analysis.

Prepared by: _____

ATTACHMENT 2
Legal Service Agreements: Falk & Hamblin

LEGAL SERVICES AGREEMENT
LEGAL SERVICES
BETWEEN
THE CITY OF MONTEREY PARK AND
FALK & HAMBLIN

This AGREEMENT is entered into this 26 day of September, 2018 by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("City") and FALK & HAMBLIN, a general partnership ("Law Firm").

1. **CONSIDERATION**.

A. City agrees to engage the services of Law Firm, and Law Firm agrees to perform services for City that are described below, all for the compensation and subject to the terms and conditions in this Agreement.

B. *Legal Fees.* City will compensate Law Firm for the services to be provided by Law Firm to City pursuant to this Agreement as follows:

i. The current range of hourly rates for Law Firm time is set forth in attached Exhibit "A," which is incorporated by reference. Law Firm reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Law Firm will provide City with written notification of any adjustment in the range of rates.

ii. All office, travel and meeting time will be billed at such rates in increments not exceeding one tenth (.1) of an hour.

C. *Cost and Expense Reimbursement.* In addition to the foregoing compensation, City will reimburse Law Firm for actual and necessary ordinary out of pocket expenses reasonably incurred by Law Firm in performance of the service provided by Law Firm to City pursuant to this Agreement. Examples are as follows: deposition fees; postage; messenger/process service; faxes; and document reproduction.

D. *Reimbursable Extraordinary Expenses.* With City's prior approval, it will also reimburse Law Firm for extraordinary charges such as for consultants; expert witnesses; travel outside Los Angeles County; and investigative services.

E. *Non-reimbursable Expenses.* City will not reimburse Law Firm for the following: staff time or overtime for performing secretarial, clerical, or word processing functions; charges for time spent to provide necessary information for City audits, billing or budget inquiries; and computer on line charges.

F. *Billing.* Law Firm will bill City monthly for the services provided by Law Firm to City pursuant to this Agreement, as well as all reimbursable costs and expenses.

All bills for legal fees will set forth in detail the work performed during the billing period in line item format, so that each task is separately explained and has specific time recorded. Bills for reimbursable costs and expenses will set forth the cost for each category of such expenses incurred during the billing period in addition to the total cost of the expenses. If the amount charged in any one month for reproduction costs exceeds $100.00, the billing statement will contain backup documentation. Reimbursement for expenses incurred by an outside vendor will include the vendor's invoice.

G. *No Double Billing.* Law Firm will not charge City for more than one attorney's time for appearances at a court proceeding, deposition, or meeting with third parties, unless City's Representative has expressly authorized the use of more than one attorney for such appearances.

H. *Payment.* City will pay Law Firm for all of Law Firm's services, costs and expenses provided or incurred pursuant to this Agreement following receipt and approval of a bill for such services, costs and expenses that complies with the provisions of this Agreement. City will make its best effort to process and pay such bill within 30 of the receipt of such bill. In the event City fails to process and pay a bill within such 30-day period, it will not be liable for any interest or finance change arising out of such delinquency.

I. *Taxpayer Information.* Law Firm agrees to attach a completed W-9 Form to this Agreement to facilitate tax reporting for payments made by City to Law Firm pursuant to this Agreement.

J. *ICRMA Policies.* To the extent that City utilizes Law Firm for litigation addressed by the Independent Cities Risk Management Authority ("ICRMA") Workers Compensation Litigation Management Policies and Procedures (the "Litigation Policies"), Law Firm agrees to adhere to those Litigation Policies including, without limitation, the hourly rates established by the ICRMA. A copy of the Litigation Policies is attached as Exhibit "C" for reference.

2. **SCOPE OF SERVICES.** Law Firm will represent City in workers' compensation matters requested by the City Manager or City Attorney ("Services").

3. **LAW FIRM'S PERSONNEL.**

A. *Lead Attorney.* All Services provided by Law Firm to City pursuant to this Agreement will be performed by or under the direction of the following attorney: C. Patrick Hamblin.

B. *Assisting Attorneys.* Additional attorneys who will assist the lead attorney in performing the Services may change, but generally will be members of the Law Firm's Employment Law Practice.

C. *Attorney Changes.* Law Firm agrees that there will be no change in the attorneys performing or assisting in performance of the Services provided to City under this Agreement without City's prior written consent.

D. *Conflicts of Interest.*

i. Law Firm represents that neither Law Firm nor any of the attorneys or other persons employed by Law Firm have any material financial interest, direct or indirect, in any contract or decision made by or on behalf of City that may be affected by the services to be provided to City pursuant to this Agreement, other than a financial interest that is similar, in all material respects, to the interests of the general public. Law Firm further agrees that no attorney or other person having any such interest will be employed by Law Firm while this Agreement remains in effect. If Law Firm or an attorney or other person employed by Law Firm acquires such an interest while this Agreement remains in effect, Law Firm will immediately disclose such interest to City's Representative, and the interested individual will not participate in or influence the performance of the services to be provided to City pursuant to this Agreement.

ii. In addition to the requirements regarding conflicts of interest imposed on attorneys by the California Business and Professions Code, and by Rule 3-310 of the California Rules of Professional Conduct, Law Firm agrees that neither Law Firm nor any attorney employed by Law Firm will represent clients before any board, commission, committee or department of City, or represent a client adverse to City for a period of one year from the date of the completion of the services to be provided to City pursuant to this Agreement or the early termination of such services in the manner hereinafter provided by this Agreement. The provisions of this paragraph may be waived by the written consent of the City Manager.

iii. Law Firm knows of no conflicts of interest that would preclude it from representing the City on any matter that may come before it. Nevertheless, Law Firm represents a wide variety of clients, including private individuals, businesses and other entities, and from time to time representing either the City or the other client or both. Law Firm is not permitted, nor would it consider, representing another client in any manner that is potentially adverse to the City without its specific written consent. It is possible however, that Law Firm may represent clients that have matters before the City on other matters that are not adverse to the City. For example, Law Firm might provide employment representation to a national retail business that at some time in the future may seek land use approvals in the City. In such a case, Law Firm's representation of that company would be disclosed to the City at the earliest opportunity and the City would then need to evaluate whether it views that representation as in conflict with our representation of the City. Should the City find our

representation of such a client objectionable, the City retains the ability to terminate Law Firm's services or refer any matters that may be at issue to another attorney or law firm.

4. **EXPERT WITNESSES AND CONSULTANTS.** Law Firm may retain expert witnesses and consultants in the performance of this Agreement only with City's prior consent. Upon retention of an expert witness or other consultant, City's Representative will determine whether the cost of such expert Law Firm will be paid by Law Firm or directly by City. In the event Law Firm pays the cost of such expert witness or consultant, such costs will be a reimbursable cost that may be billed by Law Firm to City.

5. **LIMITATIONS ON REPRESENTATION.** In the course of its representation of City in performing the Services, Law Firm will not take any of the following actions without City's prior consent:

A. Disqualify any judge assigned to preside at any trial, hearing, status conference, settlement conference or other proceeding pertaining to the litigation;

B. Agree to any mediation or arbitration on any matter at issue in litigation except where mediation or arbitration is required by a court rule or order;

C. File an appeal from an adverse judgment entered by the court in the litigation, or file a writ seeking appellate review of any interlocutory order or ruling of the court.

D. Propose or agree to any settlement of the litigation.

6. **REPORTS.** If the Services constitute litigation, then during the course of its representation of City, Law Firm will provide City's Representative with the following litigation reports:

A. An initial evaluation report, unless otherwise waived by City Representative and an annual litigation status report during the month of July in each year that this Agreement remains in effect that contains the following information bearing on the litigation that is the subject of this Agreement:

i. The name and a very brief description of the litigation;

ii. The current procedural status of the litigation;

iii. If City appears as a plaintiff or cross complainant in the litigation, a concise statement of each claim for relief sought by Law Firm on behalf of City in the litigation, and an evaluation of City's ability to prevail on the claim or claims;

iv. If City appears as a defendant or cross defendant in the litigation, a statement of the relief sought by the plaintiff or cross complainant, and an evaluation of City's liability with respect to the claim or claims;

v. An evaluation of the prospects for settlement as well as an estimate of the settlement value of the litigation;

B. A written or oral report on any material change in Law Firm's evaluation of the litigation that is the subject of this Agreement, promptly following the date Law Firm becomes aware of law or facts that cause the change in Law Firm's evaluation of the litigation; and

C. Such other oral or written reports regarding the litigation as may be requested by City's Representative.

7. **FILES**. Law Firm agrees that all legal files maintained by Law Firm pertaining to the services provided to City pursuant to this Agreement are and will remain City's property. However, Law Firm will have the right to retain copies of such files upon completion of the Services provided for by this Agreement, or upon the earlier termination such services in the manner hereinafter provided in this Agreement. For purposes of this Agreement the term "files" will include electronic files and data, as well as paper files that are maintained by Law Firm in the performance of the Services.

8. **INSURANCE**. Law Firm agrees to provide insurance in accordance with the requirements set forth in attached Exhibit "B," which is incorporated herein. If Law Firm uses existing insurance policies to comply with such requirements, but such policies do not conform to the requirements in all material respects, Law Firm agrees to cause such policies to be amended or supplemented by endorsement or otherwise in a manner necessary to comply with the requirements.

9. **INDEMNIFICATION.**

A. Except as otherwise provided in this Agreement, Law Firm agrees that it will save harmless and indemnify, including, without limitation, City's defense costs (including reasonable attorney's fees), from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by Law Firm or any of Law Firm's officers, agents, employees, or representatives, in the performance of this Agreement.

B. For purposes of this section "City" includes City's officers, elected and appointed officials, and employees.

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

10. **CITY'S REPRESENTATIVE**. The name, address and telephone number of City's Representative is as follows:

Mark D. Hensley, City Attorney
2600 West Olive Street, Ste. 500, Burbank, CA 91505
mhensley@hensleylawgroup.com
(818) 333-5120

With a copy to:

Karl H. Berger, Assistant City Attorney
kberger@hensleylawgroup.com
(818) 333-5120

11. **FIRM'S REPRESENTATIVE**. The name, address and telephone number of FIRM's Representative is as follows:

C. Patrick Hamblin
Falk & Hamblin
15991 Red Hill Ave., Suite 101, Tustin, CA 92780
(714) 647-9444
phamblin@falkandhamblin.com

12. **TERMINATION OF SERVICES**. City may terminate this Agreement with or without cause at any time by serving Law Firm with notification of such termination by mail, by fax, or by City's Representative's oral notice of termination followed by written confirmation of same served on Law Firm by mail. Law Firm, on the other hand, may terminate this Agreement only with City's written consent, or in the event Law Firm is unable to continue to provide the services required by this Agreement for good cause or causes beyond Law Firm's control.

13. **PERFORMANCE STANDARDS**. While performing this Agreement, Law Firm will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. City will notify Law Firm of any deficiencies and Law Firm will have fifteen (15) days after such notification to cure any shortcomings to City's satisfaction. Costs associated with curing the deficiencies will be borne by Law Firm.

14. **PERMITS AND LICENSES**. Law Firm, at its sole expense, will obtain and maintain during the term of this Agreement, all permits, licenses, and certificates that may be required, as determined by Law Firm, in connection with the performance of services under this Agreement.

15. **WAIVER**. City's review or acceptance of, or payment for, work product prepared by Law Firm under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Law Firm's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement

will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

16. **ASSIGNABILITY.** This Agreement is for Law Firm's professional services. Law Firm's attempts to assign the benefits or burdens of this Agreement without City's written approval are prohibited and will be null and void.

17. **INDEPENDENT CONTRACTOR.** City and Law Firm agree that Law Firm will act as an independent contractor and will have control of all work and the manner in which is it performed. Law Firm will be free to contract for similar service to be performed for other employers while under contract with City. Law Firm is not an agent or employee of City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees. Any provision in this Agreement that may appear to give City the right to direct Law Firm as to the details of doing the work or to exercise a measure of control over the work means that Law Firm will follow the direction of the City as to end results of the work only.

18. **AUDIT OF RECORDS.** Law Firm will maintain full and accurate records with respect to all services and matters covered under this Agreement. City will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. Law Firm will retain such financial and program service records for at least four (4) years after termination or final payment under this Agreement.

19. **INTERPRETATION**. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

20. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

21. **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.

22. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

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

24. **ELECTRONIC SIGNATURES.** This Agreement 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. In accordance with Government Code §16.5, the Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

25. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.

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

CITY OF MONTEREY PARK

Paul Talbot Ron Bow,
City Manager

FALK & HAMBLIN

C. Patrick Hamblin,
Managing Partner

ATTEST:

Vincent D. Chang,
City Clerk

Taxpayer ID No. _____

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

By: _____
Karl H. Berger,
Assistant City Attorney

Exhibit A

PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Agreement Effective Date)

Attorneys:	$150.00 per hour
Paralegals:	$100.00 per hour
Legal Assistants:	$80.000 per hour

EXHIBIT "B"
INSURANCE REQUIREMENTS

A. **Types and Amounts of Insurance Coverage.** Law Firm will provide the following types of insurance designated in this section by a check mark that includes coverage limits complying, at a minimum, with the limits set forth herein

Type of Insurance	Limits (comb. single)
Errors and omission	$2,000,000
Business auto liability	$1,000,000
Workers comp.	Statutory requirement

B. **Insurance Policy Forms and Provisions.** The insurance policies provided by Law Firm in compliance with the requirements of this section will conform to all of the following requirements regarding policy forms and provisions

(1) Errors and Omissions Insurance will be provided covering liability for professional malpractice. Such coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis, Law Firm will continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated (hereinafter the "extended insurance"). Such extended insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover Law Firm for all claims made by City arising out of any errors or omissions of Law Firm, or the officers, employees or agents of Law Firm during the time this Agreement was in effect.

(2) Business Auto Coverage will be provided on ISO Business Auto Coverage Form No. CA 00 01 06 92 including symbol 1 (any auto). As in the case of general liability insurance requirement, City and all of City's officers, employees, agents and volunteers will be named as additional insureds under such insurance coverage using ISO Form No. CG 20 10 11 85 (in no event with an edition date later than 1990). The insurance policy providing such coverage will be scheduled as underlying insurance to any umbrella policy required above meeting general liability insurance requirements.

(3) Workers' Compensation/Employer's Liability Coverage will provide workers' compensation statutory benefits as required by law. Unless otherwise agreed, this policy will be endorsed to waive any right of subrogation as respects the City and City's officers, employees, agents and volunteers. Employer's liability coverage provided by such insurance will be scheduled under any primary or umbrella policy described above to meet general liability insurance requirements.

C. Additional Insurance Requirements. Law Firm agrees to comply with the following additional requirements with respect to the insurance provided pursuant to this section:

(1) Unless otherwise approved by City, Law Firm's insurance will be written by insurers authorized to do business in the State of California, and with a minimum "Best's" Insurance Guide rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

(2) Law Firm will provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required, copies of the insurance policies themselves or any portions thereof, and any required endorsements. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage. Law Firm will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

(3) Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. Coverage will not be limited to the specific location, individual or entity designated as the address of the project or services provided for by this Agreement.

(4) Law Firm will ensure that coverage provided to meet these requirements is applicable separately to each insured, and that there will be no cross liability exclusions that preclude coverage for suits between Law Firm and City, between Law Firm and any other named insureds or additional insureds under the insurance policy, or between City and any party associated with City or City's officers, employees, agents or volunteers.

(5) All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, will not prohibit Law Firm, and Law Firm's employees or agents, from waiving the right of subrogation before a loss. By these presents, Law Firm waives its right of subrogation against the City.

(6) Any failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any other additional insured in this or any other regard.

(7) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary to meet the requirements of this Agreement, and any premium paid by City for such insurance will be promptly reimbursed by Law Firm, or, if not promptly reimbursed, deducted from any compensation to be paid by City to Law Firm pursuant to this Agreement

(8) Law Firm will provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least 72 hours before expiration of coverage.

(9) Law Firm will require all subcontractors or other parties hired by Law Firm to perform any part of the services required by this Agreement to purchase and maintain all of the insurance specified above and all such commercial general liability insurance and business automobile insurance will name as additional insureds all parties to this Agreement. Law Firm will obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein. No contract used by any Law Firm, or contracts Law Firm enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. When requested, Law Firm will provide City will all agreements with subcontractors or others with whom Law Firm contracts with on behalf of City, and with all certificates of insurance obtained in compliance with this paragraph. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

(10) Law Firm will provide immediate notice to City of any claim against Law Firm or any loss involving Law Firm that could result in City or any of City's officers, employees, agents or volunteers being named as a defendant in any litigation arising out of such claim or loss. City will not incur any obligation or liability by reason of the receipt of such notice. However, City will have the right, but not the duty, to monitor the handling of any such claim or loss that is likely to involve City.

(11) In the event of any loss that is not insured due to the failure of Law Firm to comply with these requirements, Law Firm will be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to City, or City's officers, employees, agents or volunteers as a result of such failure.

ICRMA

INDEPENDENT CITIES
RISK MANAGEMENT
AUTHORITY

www.icrma.org

Litigation Management Policies and Procedures

Liability and Workers' Compensation

July 1, 2018

Change Record

Date	Description
7/2003 (LP)	• Revisions to Liability Litigation Management Policies and Procedures
8/2007 (WC)	• Creation of Workers' Compensation Management Policies and Procedures
11/2013 (LP)	• Added provision that hourly rates for Associates should be no greater than 80% that of existing approved rates for Partner rate charged.
4/2015 (LP)	• Require pre-trial reports 120 days before trial • Require status reports every 60 days • Claims reasonably expected to reach 50% of the member retained limit must have defense counsel assigned within 60 days of the receipt of the claim • Reduced the number of attorneys and paralegals that may work on a claim without pre-approval • Added hourly rates for Of Counsel and paralegals • Clarified the $300 appellate rate applies to partners only if an appellate law specialist is utilized for the appeal • Increased defense panel insurance requirements from $1 million to $2 million • Added language regarding biannual litigation management meetings and annual attorney audit • Added language clarifying that attorneys, not firms, are added to/removed from the Approved Panel Counsel • Require use of Approved Panel Counsel for all litigated claims except at the discretion of the Governing Board • Added language that the member or adjuster shall discuss the attorney assignment with the Liability Program Manager before the engagement letter is sent • Added language that an arbitrator must be approved by the ICRMA Liability Program Manager
11/2015 (WC)	• Updated language: Typographical and Grammar, Clarifying, Practice, and Modernization.
12/2016	• Added language to clarify the definition of conflicts of representation for ICRMA defense counsel, effective immediately. • Revised the travel billing provision. Billing for travel may be no greater than 50% of the normal hourly rate (effective March 1, 2017).
7/2018	• Combined Liability and Workers' Compensation LMPP documents • Increased insurance requirements for WC attorneys from $1M to $2M to be consistent with liability requirements

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Litigation Management Policies and Procedures

The Independent Cities Risk Management Authority (ICRMA) has adopted Liability and Workers' Compensation Litigation Management Policies and Procedures which represent a reasonable and effective path for the management of litigated matters. These guidelines ensure consistency in claim litigation management and define the expectations of claims defense counsel to achieve the best result in an efficient and cost-conscience manner consistent with ethical obligations. It is the intent of the ICRMA to allow Members to select their own defense counsel, while at the same time recognizing that it is in the best interests of all Members to ensure the professional, competent, and cost-effective handling of litigation. Pursuant to ICRMA's Memorandum of Coverage, Members and retained counsel shall comply with these Litigation Management Policies and Procedures ("Procedures") for all claims required to be reported to ICRMA.

If any provision of this document conflicts with the ICRMA's Memoranda of Coverage, the then current MOC governs whenever approved. Likewise, detail contained in the MOC should be used to clarify implementation of these policies and procedures.

1. DEFENSE COUNSEL

A. Approved Panel Counsel

Attorneys must meet and agree to the following provisions in order to be approved for, and maintain their membership on, the approved panel:

1. Nomination. The attorney must be nominated, in writing, by one of the current ICRMA Members, Third Party Administrator (TPA) or by ICRMA. The Governing Board shall have the responsibility of approving the panel of defense attorneys and the authority to add or delete individual counsel from time to time pursuant to recommendations from the Member or Executive Director.
2. Application. Upon application to ICRMA, the attorney shall provide a resume setting forth his/her experience as applicable to the handling of ICRMA claims and his/her areas of expertise. As part of the process, the attorney shall affirmatively agree to all previsions of this Litigation Management Policies & Procedures in order for his/her application to be considered by the ICRMA Board of Directors.
3. Experience. The attorney on an ICRMA claim must have at least five years of civil litigation practice, which includes substantial and significant defense experience in the area of public sector litigation in California, unless otherwise approved by ICRMA.
4. Insurance. The attorney must carry liability insurance appropriate to the legal profession, and in an amount not less than $2,000,000 per claim.

B. Selection

1. Defense counsel shall be selected by the Member, its TPA or its designated claims adjuster. The selection shall be based on the

nature and complexity of the case, the experience and ability of the attorney, as well as other relevant factors.

2. For Liability Exposures, ICRMA's Liability Program Manager serves as a valuable resource to the members and protects the pool's assets, thus the member or adjuster shall discuss the selected attorney with the Liability Program Manager before the engagement letter is sent. Claims reasonably expected to reach 50% of the member retained limit must have defense counsel assigned within 60 days of the receipt of the claim.

3. Members must retain defense counsel on ICRMA's Approved Panel Counsel to defend a claim. However, at the request of a Member, in extraordinary circumstances, such as a special expertise of proposed counsel not available from any Approved Panel Counsel, the Governing Board in its discretion may approve selection of counsel other than Approved Panel Counsel, on such conditions as may be set forth by the Governing Board.

4. Regardless of the selection process, the Member shall bear the financial responsibility of the defense expenses, including fees, until its retained limit is exhausted. The attorney must agree that the hourly rate charged by the firm shall not exceed the current approved rates for partners and associates.

C. Attorney Client Relationship

Defense counsel has an attorney-client relationship with any Member and/or individual covered party(ies) who are being defended and also with ICRMA as to the defense of the claim.

D. Compliance with the LMPP

Defense counsel agrees to comply with the LMPP as it exists today or as amended.

E. Removal from the Panel

Any defense counsel may be removed from the Approved Panel Counsel list for failure to adhere to or satisfy these policies and procedures.

The nominating Member or liability program manager may also seek removal of defense counsel from the Approved Panel Counsel list.

ICRMA's administrative team may also remove defense counsel from the Approved Panel Counsel list for clerical reasons (e.g., counsel deceased, has left the jurisdiction, has been disbarred).

Any defense counsel removed from the Approved Panel Counsel list shall not be permitted to apply for reinstatement until three years from the conclusion of the legal action that gave rise to the conflict.

2. POLICIES REGARDING LEGAL SERVICES

All counsel assigned to ICRMA claims agree to the following:

A. Engagement Letter

All legal services performed, shall be initiated by an engagement letter sent by the Member's TPA on its behalf and copied to ICRMA in the form set forth in the exhibits. No work shall be performed and billed unless such work has been undertaken pursuant to the engagement letter.

Liability for any failure of the engagement letter to properly reflect these policies and procedures shall accrue to the Member. If any provision of the engagement letter conflicts with ICRMA's Memoranda of Coverage, the then current MOC governs whenever approved.

B. Evaluation of Attorneys and Firms

The performance of each pre-approved attorney will be evaluated annually by the Governing Board. The Governing Board reserves the right to remove any attorney from the panel.

C. Monitoring Counsel

ICRMA has the right to retain monitoring counsel, whose fees will be paid by ICRMA. The fees and costs for this shall not be applied against the Member's self-insured retention as long as counsel acts only as monitoring counsel. Defense counsel shall fully cooperate with monitoring counsel.

D. In-House Counsel

A Member has the right to utilize its own in-house City Attorney as counsel to represent the Member in any litigation. However, the in-house counsel shall satisfy and comply with these Procedures. If the attorney is a city employee, his or her salary shall not be considered a defense cost nor will it count toward satisfying the member retained limit.

The ICRMA Member is likewise bound to satisfy and comply with all policies and procedures in this document.

E. Conflicts

The defense counsel selected and the law firm of which he/she is a member must certify that they have no ethical or legal conflicts that would disqualify them from representing any of the Members. In addition, (i) defense counsel shall certify that they will refrain from initiating or maintaining any legal action against any Member, either by way of complaint or cross complaint, during the time that they are included on the panel and accepting defense work from a Member and/or ICRMA; and (ii) they shall agree to disclose any special facts that would or could potentially disqualify them from representation of a Member at the time of the case assignment, or immediately upon discovery. The prohibition from initiating or maintaining any legal action against any Member is deemed to apply to tort

claims or lawsuits for damages by a third party against a Member. The prohibition shall not be deemed to apply to a complaint or cross-complaint against a Member which arises out of a third party claim or lawsuit against a Member, where the complaint or cross-complaint: (1) seeks or alleges indemnity, contribution, reimbursement, comparative fault and/or declaratory relief; (2) does not otherwise affirmatively seek damages; and (3) is approved in writing by the Liability Program Manager as being appropriate as part of the overall strategy of defending a third party suit against the Member. The approval of the Litigation Manager is subject to review by the Claims Committee at the request of any Member against which such a complaint or cross-complaint is brought or proposed. The request for review shall be made in writing to the Executive Director within ten business days of receipt of the written approval by the Liability Program Manager.

F. Biannual Litigation Management Meetings

Defense counsel shall participate in litigation management meetings, at least biannually, between the Member, TPA, and ICRMA Liability Program Manager.

3. CASE ANALYSIS AND STRATEGY

A. Initial Case Analysis.

Within sixty (60) days following assignment of a case, defense counsel shall complete and return a case analysis to the Member, its TPA, and ICRMA's Program Manager in the form attached in the exhibits. The case analysis should include a comprehensive evaluation of the case and litigation plan, including the following:

1. Evaluation of the allegations and legal liability.
2. Defense plan and strategy, including the anticipated course of action to be taken and the prospect for success (i.e. motion to dismiss, motion for summary judgment, negotiated settlement, and trial).
3. The facts or elements which must be proved or disproved and the discovery necessary to establish these.
4. The necessity for and timing of the discovery, filing of motions, negotiations, or other objectives.
5. A description of how the work will be distributed among those who will be working on the case.
6. The tactics to be used in defending the case and the advantages to be gained by use of these tactics.
7. Evaluation of settlement status and availability of ADR.
8. Investigation, which includes identification of any additional information or documentation that is needed to disprove the plaintiff's claims or to establish defenses in the action. Whenever possible, this investigation and information-gathering shall be done by the Member or the Member's claims adjustor.

B. Budget

1. In addition to and submitted at the same time as the Initial Case Analysis, Counsel shall provide an accurate estimate of defense costs for all litigated cases as set forth in the exhibits. Defense Counsel is expected to stay within the estimated case budget throughout the litigation and to report on fees expended in relation to the budget as requested by the Member, its TPA and/or ICRMA's Program Manager.
2. All case budgets must be sent to the Member with a copy to the TPA and ICRMA's Program Manager. Budgets must be approved by ICRMA's Program Manager.
3. Budgets will be required in workers' compensation litigation at the discretion of the Member or ICRMA's Program Manager.
4. Approved Revisions to Case Budget. Changes can occur in any case that will affect the defense litigation plan and consequently alter estimated defense costs. As soon as it is reasonably foreseeable that a revision to the budget is required, an updated litigation budget shall be completed with defense counsel's recommendation for a budget increase. Approval of the Member, its TPA and ICRMA's Program Manager shall be required for all revised budgets.

C. Reporting

1. Defense counsel shall provide the following written status reports: After initial case analysis, defense counsel shall provide mandatory written status reports at sixty (60) day intervals setting forth all substantive developments. The defense attorney handling the claim should prepare the status reports. Defense counsel shall report only on new developments since the last report. It is not necessary to repeat the case facts or information previously reported. Status Reports should be as straight-forward and as objective as possible to allow the Member, its TPA adjustor and ICRMA's Program Manager to meaningfully analyze the case and to determine the course of action to be taken. Status reports should include the following:
    - The ongoing strategy for defense or resolution of the case, including factual and legal analysis of issues related to liability and damages;
    - A description of planned discovery with a time table for completion;
    - A brief synopsis of the discovery completed since the last report and significant information obtain through discovery;
    - Court dates, including, but not necessarily limited to, mandatory settlement conferences, trial setting conferences, arbitration and trial dates, and other hearings, and

- New settlement demands and the status of any efforts with regard to ADR.

Case developments that have a significant impact on litigation should be reported immediately by defense counsel.

2. Pre-trial report: No later than 120 days prior to trial, the defense trial attorney will provide a trial report (or binding arbitration report if applicable) which shall include:
   - An assessment of liability for all defendants;
   - An assessment of plaintiff's damages;
   - An assessment of the legal defenses and probability of prevailing;
   - The verdict value assuming liability including a survey of jury verdicts and comparable cases;
   - An appraisal of settlement value, considering verdict value and chances of prevailing and a status of efforts regarding ADR;
   - Evaluation of expert witnesses and their expected testimony for both plaintiff and defense, and
   - The defense fees and costs to date, along with a trial budget as set forth in the exhibits.

It is expected that cases will proceed to trial as expeditiously as possible. Defense counsel shall obtain the approval of the Member, its TPA and the ICRMA Liability Program Manager prior to continuing the trial date set by the court.

4. COMMUNICATION

A. Correspondence and pleadings

Copies of all correspondence and pleadings shall be promptly provided by defense counsel to the Member, its TPA claims adjustor, and ICRMA's Program Manager. Defense counsel will promptly respond to all written correspondence or phone calls and will keep the Member, its claims adjustor and ICRMA's Liability Program Manager fully advised of the progress in each case.

B. Depositions, Trials, Arbitrations and Hearings

Immediately upon receipt, defense counsel shall send notice of all depositions, trials, arbitrations, mediations and hearings to the Member, its TPA claim adjuster and ICRMA's Program Manager. Defense counsel will coordinate scheduling with the member and ICRMA Liability Program Manager prior to scheduling. The selected arbitrator must be approved by ICRMA's Program Manager.

5. SETTLEMENT AUTHORITY

Defense counsel shall not settle any claim or lawsuit or make a settlement offer in any amount without prior authorization from ICRMA when the settlement

requires contribution from ICRMA.

6. POLICIES REGARDING FEES, EXPENSES AND REIMBURSEMENTS

A. Attorney Hourly Rate

The hourly rate charged shall not exceed the approved rates as listed in the exhibits, unless the Member agrees to pay any difference between the maximum allowed rate and the actual rate charged. ICRMA must be notified in writing if the Member agrees to exceed the maximum allowed rate. Regardless of the amount paid to defense counsel, whether it is ICRMA's maximum hourly rate, or such additional amount as the Member may agree to pay, for purposes of computing the Member's retained limit, ICRMA's approved hourly rate shall be utilized. If the matter exceeds the Member's retained limit, ICRMA shall only pay the amount invoiced up to a maximum of the fees listed in the exhibits.

B. Counsel Billable Activities

No more than two attorneys, and no more than one partner or one Of Counsel, shall be assigned to a matter without prior approval by the City's TPA and ICRMA's Liability Program Manager. No more than one attorney's time should be billed for depositions, hearings, motions, or internal conferences or meetings unless advance approval has been obtained from ICRMA's Program Manager.

C. Reimbursable Expenses/Disbursements

Reasonable and customary expenses incurred in the case are reimbursable. Counsel shall include all individual items of expense and disbursement in the regular billings. Reasonable and customary expenses include travel costs, filing fees, court reporter fees, witness fees, and photocopying costs. All expenses and/or disbursements in excess of $500 shall be approved in advance.

D. Travel Costs

Reasonable and necessary travel costs are reimbursable expenses and must be approved in advance upon submission of the estimated travel expenses. Travel hours shall be billed at 50% of the normal hourly rate.

E. Non-Reimbursable Expenses

Expenses such as staff overtime, word processing or other secretarial or administrative functions, overhead expenses, special publications, or attendance at continuing legal education seminars shall not be reimbursable.

F. Defense Experts

Prior to engaging the services of any defense expert, defense counsel shall obtain the approval of the Member TPA and ICRMA's Program Manager.

G. Other Expenditures

Defense counsel shall obtain the approval of the Member TPA and ICRMA's Liability Program Manager for the following expenses:

1. Independent medical examinations

2. Outside investigators
3. Retention of associate counsel, local counsel, or consultant
4. Filling of cross-complaints or counter-claims
5. Legal research projects expected to exceed four hours
6. Research for the preparation of and filing of all motions or other projects expected to exceed $500
7. Voluntary settlement conferences or ADR methods
8. Expenses expected to exceed $500, including copying expenses
9. Fees for trial support services
10. Video-taping of depositions

7. BILLING PROCEDURES

A. Billing Statement

A complete statement for services rendered shall be submitted every thirty (30) days.

B. Legal Fees

Legal services should be described in detail. Block billing will not be accepted. Any billing statement not in conformity with these rules will be returned to counsel. All charges for expenses shall be based on actual costs. No blanket charge for office expenses, administrative charges or the like shall be accepted for payment. Copying and facsimile charges are limited to no more than .10 cents per page and subject to pre-approval if expected to exceed $500. Use of couriers for same day delivery of documents or court filings is discouraged unless absolutely necessary. A descriptive statement should set forth the following:

1. Date the services were rendered;
2. A description of services including a description of each task performed;
3. Identity of the person(s) rendering the services described;
4. Rate at which the person(s) rendering the services is billed;
5. Amount of time expended by each person for the services described;
6. Calculated fee for that particular billing entry; and
7. The total amount paid to date.

This provision applies regardless of the attorney relationship with the ICRMA member including but not limited to employment at the Member, in-house counsel, or other retainer agreements.

C. Billing Reimbursable Expenses and Disbursements

Reimbursable expenses incurred and disbursements made, with supporting documentation for expenses in excess of $25, are to be itemized and adequately described. All vendor statements shall be attached to the firm's legal bill.

D. Final Disposition of Case

Upon final disposition of a case (e.g., settlement, dismissal, etc.), counsel shall

immediately contact all experts and vendors. Counsel must seek the return of any confidential documents provided in the case. Counsel shall request a final billing from all vendors and experts, and submit his or her own final bill within 60 days. All final billing statements must be clearly marked "Final Billing Statement". **Once ICRMA's file is closed, ICRMA will not pay for any services rendered after file closure.**

8. TRIAL REPORT

At the conclusion of all trials, a brief summary trial report should be directed to the Member and ICRMA's Program Manager outlining the trial results and lessons learned that may assist in future ICRMA litigation or risk management.

9. FINAL REPORTS

A. Closing Report

At the conclusion of the case, a short summary report shall be prepared and directed to the Member, TPA, and ICRMA's Program Manager. Court orders and a fully executed settlement agreement shall be submitted to the TPA and ICRMA's Program Manager when received.

B. Evaluation of Counsel

ICRMA's Program Manager shall periodically review these evaluations, as well as the performance and the initial case analysis and, if necessary, make periodic recommendations to ICRMA concerning the continued status of a particular defense counsel on the approved panel counsel list.

C. Audit of Defense Firms

ICRMA may, upon a schedule determined by the Claims Committee, review all defense panel counsel. The purpose of the audit will be to ensure attorneys are consistently following the Litigation Management Policies and Procedures, review subjective data such as closing ratios, legal expense ratios, and total legal expenses, and to report attorney performance to the members.

10. DISPUTES BETWEEN PARTIES

A. Arbitration

Any dispute between defense counsel and the Member or between defense counsel and ICRMA pertaining to these Procedures shall not be subject to any court action, but shall instead be submitted to binding arbitration.

B. Selection of Arbitrator

Arbitration shall be conducted pursuant to the California Code of Civil Procedure. Arbitration shall be conducted by a three-person panel. Each party shall select one arbitrator and the two arbitrators shall then select a third arbitrator upon mutual agreement. No arbitrator shall be employed or affiliated with the ICRMA or any party to the dispute.

C. Arbitration Time Limits

The selection of arbitrators shall take place within twenty (20) calendar days from the receipt of the request for arbitration. Unless mutually agreed otherwise, the arbitration hearing shall commence within forty-five (45) calendar days from the date of the selection of the arbitrators.

D. Cost of Arbitration

Each party shall pay the cost of its selected arbitrator and one-half the cost of the third selected arbitrator. In addition, each party shall be responsible for its own costs, expenses and legal fees of arbitration.

E. Arbitration Procedure

Except for notification of appointment and as provided in the California Code of Civil Procedure, there shall be no communication between the "parties" and the arbitrator(s) relating to the subject of the arbitration other than at oral hearings. The procedures set forth in California Code of Civil Procedure Section 1293.05 relating to depositions and discovery shall apply to any arbitration pursuant to this Section. Except as provided otherwise above, arbitration shall be conducted as provided in Title 9 of the Code of Civil Procedure (commencing with Section 1280). The decision of the arbitrators shall be final and binding, and shall not be subject to appeal.

AGREEMENT TO COMPLY WITH PROCEDURES

I AGREE TO ABIDE BY THE ICRMA'S LITIGATION MANAGEMENT POLICIES AND PROCEDURES. I UNDERSTAND THE CITY AND ICRMA HAVE THE RIGHT TO ENFORCE THE TERMS OF THIS AGREEMENT AS TO THE UNDERSIGNED ATTORNEY.

Dated:

_____
[Attorney's Law Firm]

By: _____
[Signature of Individual Attorney]

_____
[Print Name]

Exhibit A - ICRMA Rate Schedule

Liability: The hourly not-to-exceed rate for ICRMA liability defense panel attorneys is established as follows:

Type of case	Position	Rate
General Civil Litigation (including fire, police, premise liability, and dangerous condition of public property)	Partner	$225
	Of Counsel	$215
Civil Rights & Employment Practices Litigation	Partner	$250
	Of Counsel	$240
Appellate Work	Partner	$300*

The hourly rate for Associates shall be no greater than 80% that of existing approved rates, or the actual Partner rate charged, whichever is less. Associates working appeals may only charge 80% of the hourly rate noted above, not 80% of the rate for appellate work.

The hourly rate for Paralegals shall be $100.

The rates shown are subject to change only with ICRMA Governing Board's approval.

*The $300 rate applies to partners only if an appellate law specialist, as certified by the State Bar, is being utilized for the appeal. If an appellate law specialist is not utilized, the rate listed above for the special type of claim instead applies.

Workers' Compensation: The hourly not-to-exceed rate for ICRMA workers' compensation defense panel attorneys is $150 per hour. Paralegal or non-attorney professional work shall not exceed $100 per hour. Charges for legal assistant work shall not exceed $80 per hour. Ranges for hourly rates are not acceptable.

Exhibit B – Engagement Letter

[INSERT DEFENSE COUNSEL NAME] [Date]

Re: Name of Claim _____
Date of Loss: _____
Date Claim Made: _____
Our File No.: _____

Dear Mr./Ms. _____:
This correspondence confirms that you have agreed to undertake the defense of the City in the above-captioned matter, and that you will be the attorney responsible for this matter. The City is a member of the Independent Cities Risk Management Authority ("ICRMA") which provides pooled self-insurance for the defense and indemnity of this claim pursuant to the Memorandum of Coverage between the City and ICRMA. The ICRMA program year for this claim is [enter year] and the city has a self-insured retention of $[enter SIR amount]. The Memorandum of Coverage provides as follows:

"The MEMBER acknowledges and agrees that its defense counsel has an attorney-client relationship with any COVERED PARTY who is being defended and also with ICRMA as to the defense of the CLAIM. MEMBER acknowledges and agrees that its defense counsel shall comply with ICRMA's Litigation Management Policies and Procedures (LMPP)."

This provision applies to your defense of this Claim. As a condition to this engagement, you agree to comply with all of the requirements of the LMPP which is available at http://www.icrma.org/Programs/Liability.aspx. As provided in the LMPP, your Initial Case Analysis and Budget are due on [enter date]. Comprehensive status reports are due every 60 days thereafter. As a further condition, you certify that the firm has appropriate insurance as outlined in the LMPP. Please review the LMPP regarding other reporting requirements and contact me with any questions.

Your primary contact at the City shall be [enter name]. As provided in the LMPP, copies of all correspondence, pleadings, and reports should be sent to me, the City, and ICRMA's Program Manager. All statements for legal fees and costs should be sent to me.

Thank you for accepting this new case subject to the terms set forth in this Agreement. We look forward to working with you on this matter. Kindly countersign this engagement letter and return a signed copy to me [alternative: kindly respond to this email to acknowledge your agreement].

Very truly yours,

_____
TPA Adjuster

Copy: City
ICRMA Program Manager

I AGREE TO THE TERMS OF THIS ENGAGEMENT AND AGREE TO ABIDE BY ICRMA'S LITIGATION MANAGEMENT POLICIES AND PROCEDURES. I UNDERSTAND THE CITY AND ICRMA HAVE THE RIGHT TO ENFORCE THE TERMS OF THIS AGREEMENT AS TO THE UNDERSIGNED ATTORNEY.

Dated: _____ _____
[Name of Attorney's Law Firm]

By: _____
[Individual Attorney]

Exhibit C – Case Analysis

Caption of Lawsuit: _____

Court: _____ Case Number: _____

Date Suit Filed: _____ Date of Service: _____

Fast Track? _____ Yes _____ No

Date of Loss: _____

I. PARTIES

A. Plaintiffs:

B. City and City-Related Defendants:

C. Third-Party and Other Defendants:

II. TRIAL DATE AND OTHER IMPORTANT DATES

III. JURISDICTION AND EVALUATION

IV. TRIAL JUDGE AND EVALUATION

V. EVALUATION OF COUNSEL

A. Plaintiff's Attorney's Name and Evaluation:

B. City's Defense Attorney's Name:

C. Co-Defendants' Attorneys' Names and Evaluations:

VI. STATEMENT OF FACTS

VII. INJURIES

VIII. SPECIAL DAMAGES

A. Medical Expenses:

1. Past:

2. Future:

B. Loss of Earnings:

1. Past:

2. Future:

C. Other (specify);

IX. LIABILITY ALLEGATIONS

A. Plaintiff's Contentions:

B. Defenses:

1. Legal Defenses:

2. Factual Defenses:

C. Plaintiff's Expert Witnesses and Opinions:

D. Defense Expert Witnesses and Opinions:

X. VERDICT EXPOSURE

A. Chances of Defense Verdict:

[Note: a percentage number shall be provided.]

B. Gross Verdict Range as to all Defendants:

C. Potential Offsets and Credits:

D. Net Verdict Range to City after Offsets, Credits and Allocation of Fault:

E. Plaintiff's Attorney's Fees (if applicable)

F. Punitive Damages (if applicable)

XI. SETTLEMENT HISTORY

A. Last Demand:

B. Last Offer:

C. History of Settlement Negotiations:

XII. RECOMMENDATIONS OF COUNSEL

A. Reasonable Settlement Value:

B. Proposed Litigation Strategy:

C. Other Recommendations:

XIII. MISCELLANEOUS

A. Does Complaint Conform to the Tort Claim Filed?
(If not, specify differences)

B. Is Indemnification or Contribution Available?
(If so, specify by whom, and in what amounts)

DEFENSE FIRM:

I have read and will comply with ICRMA's Litigation Management Policies and Procedures and I affirm that there are no known legal or ethical conflicts in our representation of the defendant(s) in this case:

Prepared by: _____
Print Name

Signature: _____

Date Prepared: _____

Appendix D – Litigation Budget

Case Name:_____ ICRMA Member:_____

Case Caption: _____ Venue_____

Defense Firm: _____ Partner in Charge: _____

Instructions: 1. Estimate the hours each attorney and paralegal will bill for each activity. 2. Total the hours for each person. 3. Multiply the hours by the hourly rate to project the per person fees. 4. Add all of the projected fees to obtain the pre-trial fees total.

Part I: Pre-Trial Budget/Pre-Trial Fees

A. Case Assessment, Development and Administration:

ACTIVITY	PARTNER HOURS	ASSOCIATE HOURS	PARALEGAL HOURS
1. Fact Investigation, Development & Admin.	_____	_____	_____
2. Case Analysis/Strategy	_____	_____	_____
3. Other Case Assessment,	_____	_____	_____
4. Development & Admin.	_____	_____	_____

B. Pre-Trial Pleadings & Motions:

ACTIVITY	PARTNER HOURS	ASSOCIATE HOURS	PARALEGAL HOURS
1. Demurrer	_____	_____	_____
2. Answer/Cross-Complaint	_____	_____	_____
3. Other Pleadings	_____	_____	_____
4. Dispositive Motions	_____	_____	_____
5. Other Legal Research	_____	_____	_____
6. Other Written Motions	_____	_____	_____
7. Court Mandated Conf.	_____	_____	_____

C. Discovery:

ACTIVITY	PARTNER HOURS	ASSOCIATE HOURS	PARALEGAL
1.Written Discovery	_____	_____	_____
2.Document Production	_____	_____	_____
3.Depositions	_____	_____	_____
4.Expert Discovery	_____	_____	_____
5.Discovery Motions	_____	_____	_____
6.Other Discovery	_____	_____	_____
Est. Total Pre-Trial Hrs.	_____	_____	_____
Hourly Rate	_____	_____	_____
Hours x Hourly Rate = Estimated Pre-Trial Fees	_____	_____	_____

Total Estimated Pre-Trial Fees: **$**_____

Part II: Pre-Trial Budget Costs

Name of Expert or Cost	Indicate Type (expert, expert fee, or other cost)	Total Cost

Total Estimated Pre-Trial Costs: **$**_____

Total Estimated Pre-Trial Fees & Costs: **$**_____

Part III: Alternative Dispute Resolution

ADR RECOMMENDED (Y/N)	EST. FEES	EST. COSTS	TOTAL
A. Mediation ( )	_____	_____	_____
B. Non-binding Arbitration ( )	_____	_____	_____
C. Binding Arbitration ( )	_____	_____	_____
D. Other _____	_____	_____	_____

Part IV: Trial Preparation and Trial

Note: An updated pre-trial budget must be submitted with a pre-trial report 120 days before trial is set to begin.

A. Trial Fees

1. Witness Preparation

i. Fact Witnesses _____ Fee: $_____

_____ Fee: $_____

ii. Expert Witnesses _____ Fee: $_____

_____ Fee: $_____

2. Written Motions (itemize separately)

Motion: _____ Fee: $_____ Motion: _____ Fee: $_____

Motion: _____ Fee: $_____ Motion: _____ Fee: $_____

3. Jury Verdict & Other Required Submissions _____
4. Other Trial Preparations & Support _____
5. Trial and Hearing Attendance _____
6. Post-trial Motions & Submissions _____

Total Estimated Trial Fees: $_____

B. Trial Costs

1. Witness Fees _____
2. Trial Transcripts _____
3. Trial Exhibits _____

Total Estimated Trial Costs: $_____

Total Estimated Trial Preparation, Fees & Costs: _____

Part V: Appeal

	EST. FEES	EST. COSTS	TOTAL
A. Appellate Motions and Submissions	_____	_____	_____
B. Appellate Briefs (Itemize Separately)	_____	_____	_____
C. Oral Argument			
1. Preparation	_____	_____	_____
2. Attendance at Argument	_____	_____	_____

Total Estimated Appeal Fees & Costs: $_____

TOTAL recommended litigation budget (Parts I, II, III, IV & V): $_____

PROJECTED COMPARISON --- SETTLEMENT AND DEFENSE COSTS AT EACH STAGE OF LITIGATION

Settlement/Jury Value Range	Stage of Litigation	Anticipated Defense Costs & Fees at each stage
$ _____ to $ _____	Now	$_____
$_____ to $ _____	Through ADR (Including any discovery necessary for ADR)	$_____
$ _____ to $ _____	Through Discovery	$_____
$ _____ to $ _____	Through Pre-Trial/Settlement Conference	$_____
$ _____ to $ _____	Through Trial	$_____

In executing and returning this analysis, you are warranting that you have read and will comply with ICRMA's Litigation Management Policies and Procedures regarding defense litigation management and that there are no legal or ethical conflicts in your representation of defendant in this case. If more space is required to respond to any requested information, please asterisk the same and attach an additional sheet or sheets to the analysis.

Prepared by: _____

ATTACHMENT 3

Legal Service Agreements: Alderman & Hilgers LLP

LEGAL SERVICES AGREEMENT
LEGAL SERVICES
BETWEEN
THE CITY OF MONTEREY PARK AND
ALDERMAN & HILGERS LLP

This AGREEMENT is entered into this ___ day of _____, 2018 by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("City") and ALDERMAN & HILGERS LLP, a limited liability partnership ("Law Firm").

1. **CONSIDERATION.**

A. City agrees to engage the services of Law Firm, and Law Firm agrees to perform services for City that are described below, all for the compensation and subject to the terms and conditions in this Agreement.

B. *Legal Fees.* City will compensate Law Firm for the services to be provided by Law Firm to City pursuant to this Agreement as follows:

i. The current range of hourly rates for Law Firm time is $175/hour for all attorneys. Law Firm reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Law Firm will provide City with written notification of any adjustment in the range of rates.

ii. All office, travel and meeting time will be billed at such rates in increments not exceeding one tenth (.1) of an hour.

C. *Cost and Expense Reimbursement.* In addition to the foregoing compensation, City will reimburse Law Firm for actual and necessary ordinary out-of pocket expenses reasonably incurred by Law Firm in performance of the service provided by Law Firm to City pursuant to this Agreement. Examples are as follows: deposition fees; postage; messenger/process service; faxes; and document reproduction.

D. *Reimbursable Extraordinary Expenses.* With City's prior approval, it will also reimburse Law Firm for extraordinary charges such as for consultants; expert witnesses; travel outside Los Angeles County; and investigative services.

E. *Non-reimbursable Expenses.* City will not reimburse Law Firm for the following: staff time or overtime for performing secretarial, clerical, or word processing functions; charges for time spent to provide necessary information for City audits, billing or budget inquiries; and computer on line charges.

F. *Billing.* Law Firm will bill City monthly for the services provided by Law Firm to City pursuant to this Agreement, as well as all reimbursable costs and expenses.

All bills for legal fees will set forth in detail the work performed during the billing period in line item format, so that each task is separately explained and has specific time recorded. Bills for reimbursable costs and expenses will set forth the cost for each category of such expenses incurred during the billing period in addition to the total cost of the expenses. If the amount charged in any one month for reproduction costs exceeds $100.00, the billing statement will contain backup documentation. Reimbursement for expenses incurred by an outside vendor will include the vendor's invoice.

G. *No Double Billing.* Law Firm will not charge City for more than one attorney's time for appearances at a court proceeding, deposition, or meeting with third parties, unless City's Representative has expressly authorized the use of more than one attorney for such appearances.

H. *Payment.* City will pay Law Firm for all of Law Firm's services, costs and expenses provided or incurred pursuant to this Agreement following receipt and approval of a bill for such services, costs and expenses that complies with the provisions of this Agreement. City will make its best effort to process and pay such bill within 30 of the receipt of such bill. In the event City fails to process and pay a bill within such 30-day period, it will not be liable for any interest or finance change arising out of such delinquency.

I. *Taxpayer Information.* Law Firm agrees to attach a completed W-9 Form to this Agreement to facilitate tax reporting for payments made by City to Law Firm pursuant to this Agreement.

J. *ICRMA Policies*. To the extent that City utilizes Law Firm for litigation addressed by the Independent Cities Risk Management Authority ("ICRMA") Workers Compensation Litigation Management Policies and Procedures (the "Litigation Policies"), Law Firm agrees to adhere to those Litigation Policies including, without limitation, the hourly rates established by the ICRMA. A copy of the Litigation Policies is attached as Exhibit "B" for reference.

2. **SCOPE OF SERVICES.** Law Firm will represent City in litigation matters (unless otherwise provided, litigation will consist of employment, use of force and general tort) requested by the City Manager or City Attorney ("Services").

3. **LAW FIRM'S PERSONNEL.**

A. *Lead Attorney.* All Services provided by Law Firm to City pursuant to this Agreement will be performed by or under the direction of the following attorney: Daniel Alderman.

B. *Assisting Attorneys.* Additional attorneys who will assist the lead attorney in performing the Services may change, but generally will be members of the Law Firm's Employment Law Practice.

C. *Attorney Changes.* Law Firm agrees that there will be no change in the attorneys performing or assisting in performance of the Services provided to City under this Agreement without City's prior written consent.

D. Conflicts of Interest.

i. Law Firm represents that neither Law Firm nor any of the attorneys or other persons employed by Law Firm have any material financial interest, direct or indirect, in any contract or decision made by or on behalf of City that may be affected by the services to be provided to City pursuant to this Agreement, other than a financial interest that is similar, in all material respects, to the interests of the general public. Law Firm further agrees that no attorney or other person having any such interest will be employed by Law Firm while this Agreement remains in effect. If Law Firm or an attorney or other person employed by Law Firm acquires such an interest while this Agreement remains in effect, Law Firm will immediately disclose such interest to City's Representative, and the interested individual will not participate in or influence the performance of the services to be provided to City pursuant to this Agreement.

ii. In addition to the requirements regarding conflicts of interest imposed on attorneys by the California Business and Professions Code, and by Rule 3-310 of the California Rules of Professional Conduct, Law Firm agrees that neither Law Firm nor any attorney employed by Law Firm will represent clients before any board, commission, committee or department of City, or represent a client adverse to City for a period of one year from the date of the completion of the services to be provided to City pursuant to this Agreement or the early termination of such services in the manner hereinafter provided by this Agreement. The provisions of this paragraph may be waived by the written consent of the City Manager.

iii. Law Firm knows of no conflicts of interest that would preclude it from representing the City on any matter that may come before it. Nevertheless, Law Firm represents a wide variety of clients, including private individuals, businesses and other entities, and from time to time representing either the City or the other client or both. Law Firm is not permitted, nor would it consider, representing another client in any manner that is potentially adverse to the City without its specific written consent. It is possible however, that Law Firm may represent clients that have matters before the City on other matters that are not adverse to the City. For example, Law Firm might provide employment representation to a national retail business that at some time in the future may seek land use approvals in the City. In such a case, Law Firm's representation of that company would be disclosed to the City at the earliest opportunity and the City would then need to evaluate whether it views that representation as in

conflict with our representation of the City. Should the City find our representation of such a client objectionable, the City retains the ability to terminate Law Firm's services or refer any matters that may be at issue to another attorney or law firm.

4. **EXPERT WITNESSES AND CONSULTANTS.** Law Firm may retain expert witnesses and consultants in the performance of this Agreement only with City's prior consent. Upon retention of an expert witness or other consultant, City's Representative will determine whether the cost of such expert Law Firm will be paid by Law Firm or directly by City. In the event Law Firm pays the cost of such expert witness or consultant, such costs will be a reimbursable cost that may be billed by Law Firm to City.

5. **LIMITATIONS ON REPRESENTATION.** In the course of its representation of City in performing the Services, Law Firm will not take any of the following actions without City's prior consent:

A. Disqualify any judge assigned to preside at any trial, hearing, status conference, settlement conference or other proceeding pertaining to the litigation;

B. Agree to any mediation or arbitration on any matter at issue in litigation except where mediation or arbitration is required by a court rule or order;

C. File an appeal from an adverse judgment entered by the court in the litigation, or file a writ seeking appellate review of any interlocutory order or ruling of the court.

D. Propose or agree to any settlement of the litigation.

6. **REPORTS**. If the Services constitute litigation, then during the course of its representation of City, Law Firm will provide City's Representative with the following litigation reports:

A. An initial evaluation report, unless otherwise waived by City Representative and an annual litigation status report during the month of July in each year that this Agreement remains in effect that contains the following information bearing on the litigation that is the subject of this Agreement:

i. The name and a very brief description of the litigation;

ii. The current procedural status of the litigation;

iii. If City appears as a plaintiff or cross complainant in the litigation, a concise statement of each claim for relief sought by Law Firm on behalf of City in the litigation, and an evaluation of City's ability to prevail on the claim or claims;

iv. If City appears as a defendant or cross defendant in the litigation, a statement of the relief sought by the plaintiff or cross complainant, and an evaluation of City's liability with respect to the claim or claims;

v. An evaluation of the prospects for settlement as well as an estimate of the settlement value of the litigation;

B. A written or oral report on any material change in Law Firm's evaluation of the litigation that is the subject of this Agreement, promptly following the date Law Firm becomes aware of law or facts that cause the change in Law Firm's evaluation of the litigation; and

C. Such other oral or written reports regarding the litigation as may be requested by City's Representative.

7. **FILES**. Law Firm agrees that all legal files maintained by Law Firm pertaining to the services provided to City pursuant to this Agreement are and will remain City's property. However, Law Firm will have the right to retain copies of such files upon completion of the Services provided for by this Agreement, or upon the earlier termination such services in the manner hereinafter provided in this Agreement. For purposes of this Agreement the term "files" will include electronic files and data, as well as paper files that are maintained by Law Firm in the performance of the Services.

8. **INSURANCE**. Law Firm agrees to provide insurance in accordance with the requirements set forth in attached Exhibit "A," which is incorporated herein. If Law Firm uses existing insurance policies to comply with such requirements, but such policies do not conform to the requirements in all material respects, Law Firm agrees to cause such policies to be amended or supplemented by endorsement or otherwise in a manner necessary to comply with the requirements.

9. **INDEMNIFICATION.**

A. Except as otherwise provided in this Agreement, Law Firm agrees that it will save harmless and indemnify, including, without limitation, City's defense costs (including reasonable attorney's fees), from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by Law Firm or any of Law Firm's officers, agents, employees, or representatives, in the performance of this Agreement.

B. For purposes of this section "City" includes City's officers, elected and appointed officials, and employees.

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

10. **CITY'S REPRESENTATIVE.** The name, address and telephone number of City's Representative is as follows:

Mark D. Hensley, City Attorney
2600 West Olive Street, Ste. 500, Burbank, CA 91505
mhensley@hensleylawgroup.com
(818) 333-5120

With a copy to:

Karl H. Berger, Assistant City Attorney
kberger@hensleylawgroup.com
(818) 333-5120

11. **FIRM'S REPRESENTATIVE.** The name, address and telephone number of FIRM's Representative is as follows:

Daniel S. Alderman
Alderman & Hilgers LLP
1150 South Olive Street, Suite 1800, Los Angeles, CA 90015
(213) 992-8206 Phone
dalderman@ahcalaw.com

12. **TERMINATION OF SERVICES.** City may terminate this Agreement with or without cause at any time by serving Law Firm with notification of such termination by mail, by fax, or by City's Representative's oral notice of termination followed by written confirmation of same served on Law Firm by mail. Law Firm, on the other hand, may terminate this Agreement only with City's written consent, or in the event Law Firm is unable to continue to provide the services required by this Agreement for good cause or causes beyond Law Firm's control.

13. **PERFORMANCE STANDARDS.** While performing this Agreement, Law Firm will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. City will notify Law Firm of any deficiencies and Law Firm will have fifteen (15) days after such notification to cure any shortcomings to City's satisfaction. Costs associated with curing the deficiencies will be borne by Law Firm.

14. **PERMITS AND LICENSES.** Law Firm, at its sole expense, will obtain and maintain during the term of this Agreement, all permits, licenses, and certificates that may be required, as determined by Law Firm, in connection with the performance of services under this Agreement.

15. **WAIVER.** City's review or acceptance of, or payment for, work product prepared by Law Firm under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Law Firm's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will

not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

16. **ASSIGNABILITY**. This Agreement is for Law Firm's professional services. Law Firm's attempts to assign the benefits or burdens of this Agreement without City's written approval are prohibited and will be null and void.

17. **INDEPENDENT CONTRACTOR.** City and Law Firm agree that Law Firm will act as an independent contractor and will have control of all work and the manner in which is it performed. Law Firm will be free to contract for similar service to be performed for other employers while under contract with City. Law Firm is not an agent or employee of City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees. Any provision in this Agreement that may appear to give City the right to direct Law Firm as to the details of doing the work or to exercise a measure of control over the work means that Law Firm will follow the direction of the City as to end results of the work only.

18. **AUDIT OF RECORDS.** Law Firm will maintain full and accurate records with respect to all services and matters covered under this Agreement. City will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. Law Firm will retain such financial and program service records for at least four (4) years after termination or final payment under this Agreement.

19. **INTERPRETATION**. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

20. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

21. **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.

22. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

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

24. **ELECTRONIC SIGNATURES.** This Agreement 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. In accordance with Government Code §16.5, the Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

25. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.

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

CITY OF MONTEREY PARK

_____
Ron Bow,
City Manager

ALDERMAN & HILGERS LLP

_____
Daniel S. Alderman,
Managing Partner

ATTEST:

_____
Vincent D. Chang,
City Clerk

Taxpayer ID No. _____

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

By: _____
Karl H. Berger,
Assistant City Attorney

EXHIBIT "A"
INSURANCE REQUIREMENTS

A. **Types and Amounts of Insurance Coverage.** Law Firm will provide the following types of insurance designated in this section by a check mark that includes coverage limits complying, at a minimum, with the limits set forth herein

Type of Insurance	Limits (comb. single)
Errors and omission	$2,000,000
Business auto liability	$1,000,000
Workers comp.	Statutory requirement

B. **Insurance Policy Forms and Provisions.** The insurance policies provided by Law Firm in compliance with the requirements of this section will conform to all of the following requirements regarding policy forms and provisions

(1) Errors and Omissions Insurance will be provided covering liability for professional malpractice. Such coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis, Law Firm will continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated (hereinafter the "extended insurance"). Such extended insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover Law Firm for all claims made by City arising out of any errors or omissions of Law Firm, or the officers, employees or agents of Law Firm during the time this Agreement was in effect.

(2) Business Auto Coverage will be provided on ISO Business Auto Coverage Form No. CA 00 01 06 92 including symbol 1 (any auto). As in the case of general liability insurance requirement, City and all of City's officers, employees, agents and volunteers will be named as additional insureds under such insurance coverage using ISO Form No. CG 20 10 11 85 (in no event with an edition date later than 1990). The insurance policy providing such coverage will be scheduled as underlying insurance to any umbrella policy required above meeting general liability insurance requirements.

(3) Workers' Compensation/Employer's Liability Coverage will provide workers' compensation statutory benefits as required by law. Unless otherwise agreed, this policy will be endorsed to waive any right of subrogation as respects the City and City's officers, employees, agents and volunteers. Employer's liability coverage provided by such insurance will be scheduled

under any primary or umbrella policy described above to meet general liability insurance requirements.

C. Additional Insurance Requirements. Law Firm agrees to comply with the following additional requirements with respect to the insurance provided pursuant to this section:

(1) Unless otherwise approved by City, Law Firm's insurance will be written by insurers authorized to do business in the State of California, and with a minimum "Best's" Insurance Guide rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

(2) Law Firm will provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required, copies of the insurance policies themselves or any portions thereof, and any required endorsements. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage. Law Firm will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

(3) Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. Coverage will not be limited to the specific location, individual or entity designated as the address of the project or services provided for by this Agreement.

(4) Law Firm will ensure that coverage provided to meet these requirements is applicable separately to each insured, and that there will be no cross liability exclusions that preclude coverage for suits between Law Firm and City, between Law Firm and any other named insureds or additional insureds under the insurance policy, or between City and any party associated with City or City's officers, employees, agents or volunteers.

(5) All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, will not prohibit Law Firm, and Law Firm's employees or agents, from waiving the right of subrogation before a loss. By these presents, Law Firm waives its right of subrogation against the City.

(6) Any failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any other additional insured in this or any other regard.

(7) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary to meet the requirements of this Agreement, and any premium paid by City for such insurance will be promptly reimbursed by Law Firm, or, if not

promptly reimbursed, deducted from any compensation to be paid by City to Law Firm pursuant to this Agreement

(8) Law Firm will provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least 72 hours before expiration of coverage.

(9) Law Firm will require all subcontractors or other parties hired by Law Firm to perform any part of the services required by this Agreement to purchase and maintain all of the insurance specified above and all such commercial general liability insurance and business automobile insurance will name as additional insureds all parties to this Agreement. Law Firm will obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein. No contract used by any Law Firm, or contracts Law Firm enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. When requested, Law Firm will provide City will all agreements with subcontractors or others with whom Law Firm contracts with on behalf of City, and with all certificates of insurance obtained in compliance with this paragraph. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

(10) Law Firm will provide immediate notice to City of any claim against Law Firm or any loss involving Law Firm that could result in City or any of City's officers, employees, agents or volunteers being named as a defendant in any litigation arising out of such claim or loss. City will not incur any obligation or liability by reason of the receipt of such notice. However, City will have the right, but not the duty, to monitor the handling of any such claim or loss that is likely to involve City.

(11) In the event of any loss that is not insured due to the failure of Law Firm to comply with these requirements, Law Firm will be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to City, or City's officers, employees, agents or volunteers as a result of such failure.

Exhibit A

PUBLIC AGENCY FEE SCHEDULE

Hour Rates (As of Agreement Effective Date)

$175.00 (partners) and $165.00 (associates)

INDEPENDENT CITIES
RISK MANAGEMENT
AUTHORITY

www.icrma.org

Litigation Management Policies and Procedures

Liability and Workers' Compensation

July 1, 2018

Change Record

Date	Description
7/2003 (LP)	• Revisions to Liability Litigation Management Policies and Procedures
8/2007 (WC)	• Creation of Workers' Compensation Management Policies and Procedures
11/2013 (LP)	• Added provision that hourly rates for Associates should be no greater than 80% that of existing approved rates for Partner rate charged.
4/2015 (LP)	• Require pre-trial reports 120 days before trial • Require status reports every 60 days • Claims reasonably expected to reach 50% of the member retained limit must have defense counsel assigned within 60 days of the receipt of the claim • Reduced the number of attorneys and paralegals that may work on a claim without pre-approval • Added hourly rates for Of Counsel and paralegals • Clarified the $300 appellate rate applies to partners only if an appellate law specialist is utilized for the appeal • Increased defense panel insurance requirements from $1 million to $2 million • Added language regarding biannual litigation management meetings and annual attorney audit • Added language clarifying that attorneys, not firms, are added to/removed from the Approved Panel Counsel • Require use of Approved Panel Counsel for all litigated claims except at the discretion of the Governing Board • Added language that the member or adjuster shall discuss the attorney assignment with the Liability Program Manager before the engagement letter is sent • Added language that an arbitrator must be approved by the ICRMA Liability Program Manager
11/2015 (WC)	• Updated language: Typographical and Grammar, Clarifying, Practice, and Modernization.
12/2016	• Added language to clarify the definition of conflicts of representation for ICRMA defense counsel, effective immediately. • Revised the travel billing provision. Billing for travel may be no greater than 50% of the normal hourly rate (effective March 1, 2017).
7/2018	• Combined Liability and Workers' Compensation LMPP documents • Increased insurance requirements for WC attorneys from $1M to $2M to be consistent with liability requirements

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Litigation Management Policies and Procedures

The Independent Cities Risk Management Authority (ICRMA) has adopted Liability and Workers' Compensation Litigation Management Policies and Procedures which represent a reasonable and effective path for the management of litigated matters. These guidelines ensure consistency in claim litigation management and define the expectations of claims defense counsel to achieve the best result in an efficient and cost-conscience manner consistent with ethical obligations. It is the intent of the ICRMA to allow Members to select their own defense counsel, while at the same time recognizing that it is in the best interests of all Members to ensure the professional, competent, and cost-effective handling of litigation. Pursuant to ICRMA's Memorandum of Coverage, Members and retained counsel shall comply with these Litigation Management Policies and Procedures ("Procedures") for all claims required to be reported to ICRMA.

If any provision of this document conflicts with the ICRMA's Memoranda of Coverage, the then current MOC governs whenever approved. Likewise, detail contained in the MOC should be used to clarify implementation of these policies and procedures.

1. DEFENSE COUNSEL

A. Approved Panel Counsel

Attorneys must meet and agree to the following provisions in order to be approved for, and maintain their membership on, the approved panel:

1. Nomination. The attorney must be nominated, in writing, by one of the current ICRMA Members, Third Party Administrator (TPA) or by ICRMA. The Governing Board shall have the responsibility of approving the panel of defense attorneys and the authority to add or delete individual counsel from time to time pursuant to recommendations from the Member or Executive Director.
2. Application. Upon application to ICRMA, the attorney shall provide a resume setting forth his/her experience as applicable to the handling of ICRMA claims and his/her areas of expertise. As part of the process, the attorney shall affirmatively agree to all previsions of this Litigation Management Policies & Procedures in order for his/her application to be considered by the ICRMA Board of Directors.
3. Experience. The attorney on an ICRMA claim must have at least five years of civil litigation practice, which includes substantial and significant defense experience in the area of public sector litigation in California, unless otherwise approved by ICRMA.
4. Insurance. The attorney must carry liability insurance appropriate to the legal profession, and in an amount not less than $2,000,000 per claim.

B. Selection

1. Defense counsel shall be selected by the Member, its TPA or its designated claims adjuster. The selection shall be based on the

nature and complexity of the case, the experience and ability of the attorney, as well as other relevant factors.

2. For Liability Exposures, ICRMA's Liability Program Manager serves as a valuable resource to the members and protects the pool's assets, thus the member or adjuster shall discuss the selected attorney with the Liability Program Manager before the engagement letter is sent. Claims reasonably expected to reach 50% of the member retained limit must have defense counsel assigned within 60 days of the receipt of the claim.

3. Members must retain defense counsel on ICRMA's Approved Panel Counsel to defend a claim. However, at the request of a Member, in extraordinary circumstances, such as a special expertise of proposed counsel not available from any Approved Panel Counsel, the Governing Board in its discretion may approve selection of counsel other than Approved Panel Counsel, on such conditions as may be set forth by the Governing Board.

4. Regardless of the selection process, the Member shall bear the financial responsibility of the defense expenses, including fees, until its retained limit is exhausted. The attorney must agree that the hourly rate charged by the firm shall not exceed the current approved rates for partners and associates.

C. Attorney Client Relationship

Defense counsel has an attorney-client relationship with any Member and/or individual covered party(ies) who are being defended and also with ICRMA as to the defense of the claim.

D. Compliance with the LMPP

Defense counsel agrees to comply with the LMPP as it exists today or as amended.

E. Removal from the Panel

Any defense counsel may be removed from the Approved Panel Counsel list for failure to adhere to or satisfy these policies and procedures.

The nominating Member or liability program manager may also seek removal of defense counsel from the Approved Panel Counsel list.

ICRMA's administrative team may also remove defense counsel from the Approved Panel Counsel list for clerical reasons (e.g., counsel deceased, has left the jurisdiction, has been disbarred).

Any defense counsel removed from the Approved Panel Counsel list shall not be permitted to apply for reinstatement until three years from the conclusion of the legal action that gave rise to the conflict.

2. POLICIES REGARDING LEGAL SERVICES

All counsel assigned to ICRMA claims agree to the following:

A. Engagement Letter

All legal services performed, shall be initiated by an engagement letter sent by the Member's TPA on its behalf and copied to ICRMA in the form set forth in the exhibits. No work shall be performed and billed unless such work has been undertaken pursuant to the engagement letter.

Liability for any failure of the engagement letter to properly reflect these policies and procedures shall accrue to the Member. If any provision of the engagement letter conflicts with ICRMA's Memoranda of Coverage, the then current MOC governs whenever approved.

B. Evaluation of Attorneys and Firms

The performance of each pre-approved attorney will be evaluated annually by the Governing Board. The Governing Board reserves the right to remove any attorney from the panel.

C. Monitoring Counsel

ICRMA has the right to retain monitoring counsel, whose fees will be paid by ICRMA. The fees and costs for this shall not be applied against the Member's self-insured retention as long as counsel acts only as monitoring counsel. Defense counsel shall fully cooperate with monitoring counsel.

D. In-House Counsel

A Member has the right to utilize its own in-house City Attorney as counsel to represent the Member in any litigation. However, the in-house counsel shall satisfy and comply with these Procedures. If the attorney is a city employee, his or her salary shall not be considered a defense cost nor will it count toward satisfying the member retained limit.

The ICRMA Member is likewise bound to satisfy and comply with all policies and procedures in this document.

E. Conflicts

The defense counsel selected and the law firm of which he/she is a member must certify that they have no ethical or legal conflicts that would disqualify them from representing any of the Members. In addition, (i) defense counsel shall certify that they will refrain from initiating or maintaining any legal action against any Member, either by way of complaint or cross complaint, during the time that they are included on the panel and accepting defense work from a Member and/or ICRMA; and (ii) they shall agree to disclose any special facts that would or could potentially disqualify them from representation of a Member at the time of the case assignment, or immediately upon discovery. The prohibition from initiating or maintaining any legal action against any Member is deemed to apply to tort

claims or lawsuits for damages by a third party against a Member. The prohibition shall not be deemed to apply to a complaint or cross-complaint against a Member which arises out of a third party claim or lawsuit against a Member, where the complaint or cross-complaint: (1) seeks or alleges indemnity, contribution, reimbursement, comparative fault and/or declaratory relief; (2) does not otherwise affirmatively seek damages; and (3) is approved in writing by the Liability Program Manager as being appropriate as part of the overall strategy of defending a third party suit against the Member. The approval of the Litigation Manager is subject to review by the Claims Committee at the request of any Member against which such a complaint or cross-complaint is brought or proposed. The request for review shall be made in writing to the Executive Director within ten business days of receipt of the written approval by the Liability Program Manager.

F. Biannual Litigation Management Meetings

Defense counsel shall participate in litigation management meetings, at least biannually, between the Member, TPA, and ICRMA Liability Program Manager.

3. CASE ANALYSIS AND STRATEGY

A. Initial Case Analysis.

Within sixty (60) days following assignment of a case, defense counsel shall complete and return a case analysis to the Member, its TPA, and ICRMA's Program Manager in the form attached in the exhibits. The case analysis should include a comprehensive evaluation of the case and litigation plan, including the following:

1. Evaluation of the allegations and legal liability.
2. Defense plan and strategy, including the anticipated course of action to be taken and the prospect for success (i.e. motion to dismiss, motion for summary judgment, negotiated settlement, and trial).
3. The facts or elements which must be proved or disproved and the discovery necessary to establish these.
4. The necessity for and timing of the discovery, filing of motions, negotiations, or other objectives.
5. A description of how the work will be distributed among those who will be working on the case.
6. The tactics to be used in defending the case and the advantages to be gained by use of these tactics.
7. Evaluation of settlement status and availability of ADR.
8. Investigation, which includes identification of any additional information or documentation that is needed to disprove the plaintiff's claims or to establish defenses in the action. Whenever possible, this investigation and information-gathering shall be done by the Member or the Member's claims adjustor.

B. Budget

1. In addition to and submitted at the same time as the Initial Case Analysis, Counsel shall provide an accurate estimate of defense costs for all litigated cases as set forth in the exhibits. Defense Counsel is expected to stay within the estimated case budget throughout the litigation and to report on fees expended in relation to the budget as requested by the Member, its TPA and/or ICRMA's Program Manager.
2. All case budgets must be sent to the Member with a copy to the TPA and ICRMA's Program Manager. Budgets must be approved by ICRMA's Program Manager.
3. Budgets will be required in workers' compensation litigation at the discretion of the Member or ICRMA's Program Manager.
4. Approved Revisions to Case Budget. Changes can occur in any case that will affect the defense litigation plan and consequently alter estimated defense costs. As soon as it is reasonably foreseeable that a revision to the budget is required, an updated litigation budget shall be completed with defense counsel's recommendation for a budget increase. Approval of the Member, its TPA and ICRMA's Program Manager shall be required for all revised budgets.

C. Reporting

1. Defense counsel shall provide the following written status reports: After initial case analysis, defense counsel shall provide mandatory written status reports at sixty (60) day intervals setting forth all substantive developments. The defense attorney handling the claim should prepare the status reports. Defense counsel shall report only on new developments since the last report. It is not necessary to repeat the case facts or information previously reported. Status Reports should be as straight-forward and as objective as possible to allow the Member, its TPA adjustor and ICRMA's Program Manager to meaningfully analyze the case and to determine the course of action to be taken. Status reports should include the following:
    - The ongoing strategy for defense or resolution of the case, including factual and legal analysis of issues related to liability and damages;
    - A description of planned discovery with a time table for completion;
    - A brief synopsis of the discovery completed since the last report and significant information obtain through discovery;
    - Court dates, including, but not necessarily limited to, mandatory settlement conferences, trial setting conferences, arbitration and trial dates, and other hearings, and

- New settlement demands and the status of any efforts with regard to ADR.

Case developments that have a significant impact on litigation should be reported immediately by defense counsel.

2. Pre-trial report: No later than 120 days prior to trial, the defense trial attorney will provide a trial report (or binding arbitration report if applicable) which shall include:
   - An assessment of liability for all defendants;
   - An assessment of plaintiff's damages;
   - An assessment of the legal defenses and probability of prevailing;
   - The verdict value assuming liability including a survey of jury verdicts and comparable cases;
   - An appraisal of settlement value, considering verdict value and chances of prevailing and a status of efforts regarding ADR;
   - Evaluation of expert witnesses and their expected testimony for both plaintiff and defense, and
   - The defense fees and costs to date, along with a trial budget as set forth in the exhibits.

It is expected that cases will proceed to trial as expeditiously as possible. Defense counsel shall obtain the approval of the Member, its TPA and the ICRMA Liability Program Manager prior to continuing the trial date set by the court.

4. COMMUNICATION

A. Correspondence and pleadings

Copies of all correspondence and pleadings shall be promptly provided by defense counsel to the Member, its TPA claims adjustor, and ICRMA's Program Manager. Defense counsel will promptly respond to all written correspondence or phone calls and will keep the Member, its claims adjustor and ICRMA's Liability Program Manager fully advised of the progress in each case.

B. Depositions, Trials, Arbitrations and Hearings

Immediately upon receipt, defense counsel shall send notice of all depositions, trials, arbitrations, mediations and hearings to the Member, its TPA claim adjuster and ICRMA's Program Manager. Defense counsel will coordinate scheduling with the member and ICRMA Liability Program Manager prior to scheduling. The selected arbitrator must be approved by ICRMA's Program Manager.

5. SETTLEMENT AUTHORITY

Defense counsel shall not settle any claim or lawsuit or make a settlement offer in any amount without prior authorization from ICRMA when the settlement

requires contribution from ICRMA.

6. POLICIES REGARDING FEES, EXPENSES AND REIMBURSEMENTS

A. Attorney Hourly Rate

The hourly rate charged shall not exceed the approved rates as listed in the exhibits, unless the Member agrees to pay any difference between the maximum allowed rate and the actual rate charged. ICRMA must be notified in writing if the Member agrees to exceed the maximum allowed rate. Regardless of the amount paid to defense counsel, whether it is ICRMA's maximum hourly rate, or such additional amount as the Member may agree to pay, for purposes of computing the Member's retained limit, ICRMA's approved hourly rate shall be utilized. If the matter exceeds the Member's retained limit, ICRMA shall only pay the amount invoiced up to a maximum of the fees listed in the exhibits.

B. Counsel Billable Activities

No more than two attorneys, and no more than one partner or one Of Counsel, shall be assigned to a matter without prior approval by the City's TPA and ICRMA's Liability Program Manager. No more than one attorney's time should be billed for depositions, hearings, motions, or internal conferences or meetings unless advance approval has been obtained from ICRMA's Program Manager.

C. Reimbursable Expenses/Disbursements

Reasonable and customary expenses incurred in the case are reimbursable. Counsel shall include all individual items of expense and disbursement in the regular billings. Reasonable and customary expenses include travel costs, filing fees, court reporter fees, witness fees, and photocopying costs. All expenses and/or disbursements in excess of $500 shall be approved in advance.

D. Travel Costs

Reasonable and necessary travel costs are reimbursable expenses and must be approved in advance upon submission of the estimated travel expenses. Travel hours shall be billed at 50% of the normal hourly rate.

E. Non-Reimbursable Expenses

Expenses such as staff overtime, word processing or other secretarial or administrative functions, overhead expenses, special publications, or attendance at continuing legal education seminars shall not be reimbursable.

F. Defense Experts

Prior to engaging the services of any defense expert, defense counsel shall obtain the approval of the Member TPA and ICRMA's Program Manager.

G. Other Expenditures

Defense counsel shall obtain the approval of the Member TPA and ICRMA's Liability Program Manager for the following expenses:

1. Independent medical examinations

2. Outside investigators
3. Retention of associate counsel, local counsel, or consultant
4. Filling of cross-complaints or counter-claims
5. Legal research projects expected to exceed four hours
6. Research for the preparation of and filing of all motions or other projects expected to exceed $500
7. Voluntary settlement conferences or ADR methods
8. Expenses expected to exceed $500, including copying expenses
9. Fees for trial support services
10. Video-taping of depositions

7. BILLING PROCEDURES

A. Billing Statement

A complete statement for services rendered shall be submitted every thirty (30) days.

B. Legal Fees

Legal services should be described in detail. Block billing will not be accepted. Any billing statement not in conformity with these rules will be returned to counsel. All charges for expenses shall be based on actual costs. No blanket charge for office expenses, administrative charges or the like shall be accepted for payment. Copying and facsimile charges are limited to no more than .10 cents per page and subject to pre-approval if expected to exceed $500. Use of couriers for same day delivery of documents or court filings is discouraged unless absolutely necessary. A descriptive statement should set forth the following:

1. Date the services were rendered;
2. A description of services including a description of each task performed;
3. Identity of the person(s) rendering the services described;
4. Rate at which the person(s) rendering the services is billed;
5. Amount of time expended by each person for the services described;
6. Calculated fee for that particular billing entry; and
7. The total amount paid to date.

This provision applies regardless of the attorney relationship with the ICRMA member including but not limited to employment at the Member, in-house counsel, or other retainer agreements.

C. Billing Reimbursable Expenses and Disbursements

Reimbursable expenses incurred and disbursements made, with supporting documentation for expenses in excess of $25, are to be itemized and adequately described. All vendor statements shall be attached to the firm's legal bill.

D. Final Disposition of Case

Upon final disposition of a case (e.g., settlement, dismissal, etc.), counsel shall

immediately contact all experts and vendors. Counsel must seek the return of any confidential documents provided in the case. Counsel shall request a final billing from all vendors and experts, and submit his or her own final bill within 60 days. All final billing statements must be clearly marked "Final Billing Statement". **Once ICRMA's file is closed, ICRMA will not pay for any services rendered after file closure.**

8. TRIAL REPORT

At the conclusion of all trials, a brief summary trial report should be directed to the Member and ICRMA's Program Manager outlining the trial results and lessons learned that may assist in future ICRMA litigation or risk management.

9. FINAL REPORTS

A. Closing Report

At the conclusion of the case, a short summary report shall be prepared and directed to the Member, TPA, and ICRMA's Program Manager. Court orders and a fully executed settlement agreement shall be submitted to the TPA and ICRMA's Program Manager when received.

B. Evaluation of Counsel

ICRMA's Program Manager shall periodically review these evaluations, as well as the performance and the initial case analysis and, if necessary, make periodic recommendations to ICRMA concerning the continued status of a particular defense counsel on the approved panel counsel list.

C. Audit of Defense Firms

ICRMA may, upon a schedule determined by the Claims Committee, review all defense panel counsel. The purpose of the audit will be to ensure attorneys are consistently following the Litigation Management Policies and Procedures, review subjective data such as closing ratios, legal expense ratios, and total legal expenses, and to report attorney performance to the members.

10. DISPUTES BETWEEN PARTIES

A. Arbitration

Any dispute between defense counsel and the Member or between defense counsel and ICRMA pertaining to these Procedures shall not be subject to any court action, but shall instead be submitted to binding arbitration.

B. Selection of Arbitrator

Arbitration shall be conducted pursuant to the California Code of Civil Procedure. Arbitration shall be conducted by a three-person panel. Each party shall select one arbitrator and the two arbitrators shall then select a third arbitrator upon mutual agreement. No arbitrator shall be employed or affiliated with the ICRMA or any party to the dispute.

C. Arbitration Time Limits

The selection of arbitrators shall take place within twenty (20) calendar days from the receipt of the request for arbitration. Unless mutually agreed otherwise, the arbitration hearing shall commence within forty-five (45) calendar days from the date of the selection of the arbitrators.

D. Cost of Arbitration

Each party shall pay the cost of its selected arbitrator and one-half the cost of the third selected arbitrator. In addition, each party shall be responsible for its own costs, expenses and legal fees of arbitration.

E. Arbitration Procedure

Except for notification of appointment and as provided in the California Code of Civil Procedure, there shall be no communication between the "parties" and the arbitrator(s) relating to the subject of the arbitration other than at oral hearings. The procedures set forth in California Code of Civil Procedure Section 1293.05 relating to depositions and discovery shall apply to any arbitration pursuant to this Section. Except as provided otherwise above, arbitration shall be conducted as provided in Title 9 of the Code of Civil Procedure (commencing with Section 1280). The decision of the arbitrators shall be final and binding, and shall not be subject to appeal.

AGREEMENT TO COMPLY WITH PROCEDURES

I AGREE TO ABIDE BY THE ICRMA'S LITIGATION MANAGEMENT POLICIES AND PROCEDURES. I UNDERSTAND THE CITY AND ICRMA HAVE THE RIGHT TO ENFORCE THE TERMS OF THIS AGREEMENT AS TO THE UNDERSIGNED ATTORNEY.

Dated:

_____
[Attorney's Law Firm]

By: _____
[Signature of Individual Attorney]

_____
[Print Name]

Exhibit A - ICRMA Rate Schedule

Liability: The hourly not-to-exceed rate for ICRMA liability defense panel attorneys is established as follows:

Type of case	Position	Rate
General Civil Litigation (including fire, police, premise liability, and dangerous condition of public property)	Partner	$225
	Of Counsel	$215
Civil Rights & Employment Practices Litigation	Partner	$250
	Of Counsel	$240
Appellate Work	Partner	$300*

The hourly rate for Associates shall be no greater than 80% that of existing approved rates, or the actual Partner rate charged, whichever is less. Associates working appeals may only charge 80% of the hourly rate noted above, not 80% of the rate for appellate work.

The hourly rate for Paralegals shall be $100.

The rates shown are subject to change only with ICRMA Governing Board's approval.

*The $300 rate applies to partners only if an appellate law specialist, as certified by the State Bar, is being utilized for the appeal. If an appellate law specialist is not utilized, the rate listed above for the special type of claim instead applies.

Workers' Compensation: The hourly not-to-exceed rate for ICRMA workers' compensation defense panel attorneys is $150 per hour. Paralegal or non-attorney professional work shall not exceed $100 per hour. Charges for legal assistant work shall not exceed $80 per hour. Ranges for hourly rates are not acceptable.

Exhibit B – Engagement Letter

[INSERT DEFENSE COUNSEL NAME] [Date]

Re: Name of Claim _____
Date of Loss: _____
Date Claim Made:_____
Our File No.: _____

Dear Mr./Ms. _____:
This correspondence confirms that you have agreed to undertake the defense of the City in the above-captioned matter, and that you will be the attorney responsible for this matter. The City is a member of the Independent Cities Risk Management Authority ("ICRMA") which provides pooled self-insurance for the defense and indemnity of this claim pursuant to the Memorandum of Coverage between the City and ICRMA. The ICRMA program year for this claim is [enter year] and the city has a self-insured retention of $[enter SIR amount]. The Memorandum of Coverage provides as follows:

"The MEMBER acknowledges and agrees that its defense counsel has an attorney-client relationship with any COVERED PARTY who is being defended and also with ICRMA as to the defense of the CLAIM. MEMBER acknowledges and agrees that its defense counsel shall comply with ICRMA's Litigation Management Policies and Procedures (LMPP)."

This provision applies to your defense of this Claim. As a condition to this engagement, you agree to comply with all of the requirements of the LMPP which is available at http://www.icrma.org/Programs/Liability.aspx. As provided in the LMPP, your Initial Case Analysis and Budget are due on [enter date]. Comprehensive status reports are due every 60 days thereafter. As a further condition, you certify that the firm has appropriate insurance as outlined in the LMPP. Please review the LMPP regarding other reporting requirements and contact me with any questions.

Your primary contact at the City shall be [enter name]. As provided in the LMPP, copies of all correspondence, pleadings, and reports should be sent to me, the City, and ICRMA's Program Manager. All statements for legal fees and costs should be sent to me.

Thank you for accepting this new case subject to the terms set forth in this Agreement. We look forward to working with you on this matter. Kindly countersign this engagement letter and return a signed copy to me [alternative: kindly respond to this email to acknowledge your agreement].

Very truly yours,

_____
TPA Adjuster

Copy: City
ICRMA Program Manager

I AGREE TO THE TERMS OF THIS ENGAGEMENT AND AGREE TO ABIDE BY ICRMA'S LITIGATION MANAGEMENT POLICIES AND PROCEDURES. I UNDERSTAND THE CITY AND ICRMA HAVE THE RIGHT TO ENFORCE THE TERMS OF THIS AGREEMENT AS TO THE UNDERSIGNED ATTORNEY.

Dated: _____ _____
[Name of Attorney's Law Firm]

By: _____
[Individual Attorney]

Exhibit C – Case Analysis

Caption of Lawsuit: _____

Court: _____ Case Number: _____

Date Suit Filed: _____ Date of Service: _____

Fast Track? _____ Yes _____ No

Date of Loss: _____

I. PARTIES

A. Plaintiffs:

B. City and City-Related Defendants:

C. Third-Party and Other Defendants:

II. TRIAL DATE AND OTHER IMPORTANT DATES

III. JURISDICTION AND EVALUATION

IV. TRIAL JUDGE AND EVALUATION

V. EVALUATION OF COUNSEL

A. Plaintiff's Attorney's Name and Evaluation:

B. City's Defense Attorney's Name:

C. Co-Defendants' Attorneys' Names and Evaluations:

VI. STATEMENT OF FACTS

VII. INJURIES

VIII. SPECIAL DAMAGES

A. Medical Expenses:

1. Past:

2. Future:

B. Loss of Earnings:

1. Past:

2. Future:

C. Other (specify);

IX. LIABILITY ALLEGATIONS

A. Plaintiff's Contentions:

B. Defenses:

1. Legal Defenses:

2. Factual Defenses:

C. Plaintiff's Expert Witnesses and Opinions:

D. Defense Expert Witnesses and Opinions:

X. VERDICT EXPOSURE

A. Chances of Defense Verdict:

[Note: a percentage number shall be provided.]

B. Gross Verdict Range as to all Defendants:

C. Potential Offsets and Credits:

D. Net Verdict Range to City after Offsets, Credits and Allocation of Fault:

E. Plaintiff's Attorney's Fees (if applicable)

F. Punitive Damages (if applicable)

XI. SETTLEMENT HISTORY

A. Last Demand:

B. Last Offer:

C. History of Settlement Negotiations:

XII. RECOMMENDATIONS OF COUNSEL

A. Reasonable Settlement Value:

B. Proposed Litigation Strategy:

C. Other Recommendations:

XIII. MISCELLANEOUS

A. Does Complaint Conform to the Tort Claim Filed?
(If not, specify differences)

B. Is Indemnification or Contribution Available?
(If so, specify by whom, and in what amounts)

DEFENSE FIRM:

I have read and will comply with ICRMA's Litigation Management Policies and Procedures and I affirm that there are no known legal or ethical conflicts in our representation of the defendant(s) in this case:

Prepared by: _____
Print Name

Signature: _____

Date Prepared: _____

Appendix D – Litigation Budget

Case Name:_____ ICRMA Member:_____

Case Caption: _____ Venue_____

Defense Firm: _____ Partner in Charge: _____

Instructions: 1. Estimate the hours each attorney and paralegal will bill for each activity. 2. Total the hours for each person. 3. Multiply the hours by the hourly rate to project the per person fees. 4. Add all of the projected fees to obtain the pre-trial fees total.

Part I: Pre-Trial Budget/Pre-Trial Fees

A. Case Assessment, Development and Administration:

ACTIVITY	PARTNER HOURS	ASSOCIATE HOURS	PARALEGAL HOURS
1. Fact Investigation, Development & Admin.	_____	_____	_____
2. Case Analysis/Strategy	_____	_____	_____
3. Other Case Assessment,	_____	_____	_____
4. Development & Admin.	_____	_____	_____

B. Pre-Trial Pleadings & Motions:

ACTIVITY	PARTNER HOURS	ASSOCIATE HOURS	PARALEGAL HOURS
1. Demurrer	_____	_____	_____
2. Answer/Cross-Complaint	_____	_____	_____
3. Other Pleadings	_____	_____	_____
4. Dispositive Motions	_____	_____	_____
5. Other Legal Research	_____	_____	_____
6. Other Written Motions	_____	_____	_____
7. Court Mandated Conf.	_____	_____	_____

C. Discovery:

ACTIVITY	PARTNER HOURS	ASSOCIATE HOURS	PARALEGAL
1.Written Discovery	_____	_____	_____
2.Document Production	_____	_____	_____
3.Depositions	_____	_____	_____
4.Expert Discovery	_____	_____	_____
5.Discovery Motions	_____	_____	_____
6.Other Discovery	_____	_____	_____
Est. Total Pre-Trial Hrs.	_____	_____	_____
Hourly Rate	_____	_____	_____
Hours x Hourly Rate = Estimated Pre-Trial Fees	_____	_____	_____

Total Estimated Pre-Trial Fees: **$**_____

Part II: Pre-Trial Budget Costs

Name of Expert or Cost	Indicate Type (expert, expert fee, or other cost)	Total Cost

Total Estimated Pre-Trial Costs: **$**_____

Total Estimated Pre-Trial Fees & Costs: **$**_____

Part III: Alternative Dispute Resolution

ADR RECOMMENDED (Y/N)	EST. FEES	EST. COSTS	TOTAL
A. Mediation ( )	_____	_____	_____
B. Non-binding Arbitration ( )	_____	_____	_____
C. Binding Arbitration ( )	_____	_____	_____
D. Other _____	_____	_____	_____

Part IV: Trial Preparation and Trial

Note: An updated pre-trial budget must be submitted with a pre-trial report 120 days before trial is set to begin.

A. Trial Fees

1. Witness Preparation

i. Fact Witnesses _____ Fee: $_____

_____ Fee: $_____

ii. Expert Witnesses _____ Fee: $_____

_____ Fee: $_____

2. Written Motions (itemize separately)

Motion: _____ Fee: $_____ Motion: _____ Fee: $_____

Motion: _____ Fee: $_____ Motion: _____ Fee: $_____

3. Jury Verdict & Other Required Submissions _____
4. Other Trial Preparations & Support _____
5. Trial and Hearing Attendance _____
6. Post-trial Motions & Submissions _____

Total Estimated Trial Fees: $_____

B. Trial Costs

1. Witness Fees _____
2. Trial Transcripts _____
3. Trial Exhibits _____

Total Estimated Trial Costs: $_____

Total Estimated Trial Preparation, Fees & Costs: _____

Part V: Appeal

	EST. FEES	EST. COSTS	TOTAL
A. Appellate Motions and Submissions	_____	_____	_____
B. Appellate Briefs (Itemize Separately)	_____	_____	_____
C. Oral Argument			
1. Preparation	_____	_____	_____
2. Attendance at Argument	_____	_____	_____

Total Estimated Appeal Fees & Costs: $_____

TOTAL recommended litigation budget (Parts I, II, III, IV & V): $_____

PROJECTED COMPARISON --- SETTLEMENT AND DEFENSE COSTS AT EACH STAGE OF LITIGATION

Settlement/Jury Value Range	Stage of Litigation	Anticipated Defense Costs & Fees at each stage
$ _____ to $ _____	Now	$_____
$_____ to $ _____	Through ADR (Including any discovery necessary for ADR)	$_____
$ _____ to $ _____	Through Discovery	$_____
$ _____ to $ _____	Through Pre-Trial/Settlement Conference	$_____
$ _____ to $ _____	Through Trial	$_____

In executing and returning this analysis, you are warranting that you have read and will comply with ICRMA's Litigation Management Policies and Procedures regarding defense litigation management and that there are no legal or ethical conflicts in your representation of defendant in this case. If more space is required to respond to any requested information, please asterisk the same and attach an additional sheet or sheets to the analysis.

Prepared by: _____

City Council Staff Report

DATE: October 3, 2018

AGENDA ITEM NO: **Consent Calendar Agenda Item 3-D.**

TO: The Honorable Mayor and City Council

FROM: Jim Smith, Chief of Police

SUBJECT: Bid Award for 9-1-1 Phone System Upgrade

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the upgrade to the current 9-1-1 phone answering system in the amount of $287,000 provided by State Grant Funding;
2. Waive bidding requirements pursuant to Monterey Park Municipal Code Section 3.20.050(5) and authorize the City Manager to execute an agreement with AT&T California (Pacific Bell Telephone Company) in a form approved by the City Attorney, not to exceed $287,000;
3. Award Bid to AT&T California (Pacific Bell Telephone Company); and
4. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Police Department seeks to upgrade the existing VESTA Pallas 9-1-1 phone system with the new Viper 9-1-1 phone system. Additionally, an upgrade to the phone recording system, Eventide Nexlog, and the addition of an Integrated SMS Texting service will be completed. Funding will be provided by Grant funding through the State of California.

BACKGROUND:

On July 30, 2010, the California 9-1-1 Emergency Communications Office (CA State 9-1-1 Office) published the California 9-1-1 Strategic Plan to emerge as a nationwide leader in the 9-1-1 community. California's commitment to Next Generation 9-1-1 (NG 9-1-1) has continued over the years to create a roadmap that outlines the details necessary to design and build the best NG 9-1-1 system in the country. In 2011, the Monterey Park Police Department received $288,000 in state grant funding to upgrade the 9-1-1 phone system to its current Vesta Pallas 9-1-1 phone system.

To align with the CA State 9-1-1 Office's Strategic Plan, the City of Monterey Park is once again eligible to receive $287,000 in Customer Premise Equipment (CPE) allotment for upgrading its Vesta Pallas 9-1-1 phone system to a NG 9-1-1 ready system (Viper/Power 9-1-1 phone system, 2018 state grant funded).

On April 10, 2017 the State of California awarded the new statewide 9-1-1 Systems and Services Contract Agreements to nine Contractors who responded to the invitation for Bid (IFB) 8500-2016 technical and administrative requirements. The term of the Contract is April 10, 2017 through April 9, 2020 with four 1-year options to extend. All contract agreements are competitively bid and available to agencies that expend public funds and establish a pre-qualified list of vendors. This simplifies the purchasing process for the end user, utilizing fair and reasonable pricing.

These contractors were asked to bid a sample five-position 9-1-1 computer telephone system. The Standard System provides all the necessary elements for the delivery of 9-1-1 calls to the call taker, including system installation, training of call takers/system administrators, and a five year equipment and software maintenance agreement. Public agencies in California have the option to purchase from any of the (9) selected contractors and make adjustments necessary to fit the individual agency's 9-1-1 configuration. The main purpose of the State contract is for local agencies to participate in the joint purchase and to avoid the need of each agency going through a bidding process.

After a thorough evaluation, including on-site demonstration and reference check, it was determined that AT&T California (Pacific Bell Telephone Company, Contract # 4145-6) was the most suitable vendor based on the following reasons:

- AT&T installed and maintains the current 9-1-1 systems (Vesta Pallas 9-1-1) which was selected during the previous 9-1-1 state funded upgrade in 2011;
- AT&T best meets the City's needs with a seamless transition while remaining cost-effective;
- AT&T is currently the Sales and Service Company for approximately 80% of the agencies throughout the State of California;
- AT&T's service level and support structure is the strongest and most reliable;
- AT&T monitors the 9-1-1 systems of their clients 24 hours a day, 7 days a week at their California Major Accounts Center;
- AT&T technicians are local and able to respond within 30 minutes;
- AT&T provides a total integrated upgrade and the City will not need to work with separate contractors for installation and maintenance of individual components of the 911 system.

The proposal received from AT&T totaled $249,101.65 (see Exhibit B), which includes the Viper/Power workstation based 9-1-1 system, Eventide Nexlog call recording system, and integrated SMS texting capability from each work station, system installation, sales tax, and maintenance service from year two-to-five (first year is under warranty and AT&T will directly bill the State 9-1-1 Office for the maintenance service

for year two to five). If the City Council approves the bid award, the City is required to submit the bid proposal to the State 911 Office for final approval.

FISCAL IMPACT:

There is no fiscal impact to the City's General Fund for the 9-1-1 upgrade. All equipment and work is funded by the State grants. AT&T will bill the State 9-1-1 Office directly for all services and products in this proposal. The total State grants of $287,000 include $190,867.09 for 9-1-1 system upgrade, $51,454.56 for the Eventide Nexlog Recording system and $6,780 for the Integrated SMS Texting Service. The difference of $37,898.35, which represents approximately 13% of the project, is set-aside as a contingency for any unanticipated work as the project proceeds, and any furniture that needs to be purchased, replaced, or repaired for the 9-1-1 Communication Center.

9-1-1 Viper/Power Equipment	$190,867.09
Eventide Nexlog	$ 51,454.56
Integrated SMS Texting	$ 6,780.00
Total:	$249,101.65
13% Contingency	$ 37,898.35
Total Allotment	$287,000.00

Additionally, since the maintenance of the 9-1-1 system will be fully funded by the State grant for the first five years, the City would save approximately $108,634 over the next five years for maintaining the 9-1-1, Eventide Nexlog Recording System and Integrated SMS Texting Service.

Respectfully submitted by:

Jim Smith
Chief of Police

Prepared by:

Gus Jimenez, Lieutenant
Operational Support Unit

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENT(S):

1. List of State Approved Contractors
2. AT&T Quote Summary
3. Cal OES Customer Premise Equipment Fixed Allotment Funding Letter

ATTACHMENT 1
List of State Approved Contractors

Final Bid Results

Shown below is a list of the (9) successful contractors who complied with the contractual and technical requirements of the bid

Contractor	Manufacturer	Contract #
Airbus DS Communications, Inc	Airbus DS Communications/ Vesta 9-1-1	4151-6
Pacific Bell Telephone Company DBA AT&T Wholesale, AT&T Datacom	Airbus DS Communications/ Vesta 9-1-1	4156-6
Pacific Bell Telephone Company DBA AT&T Wholesale, AT&T Datacom	West Safety Services/ Viper Power Equipment	4145-6
Carousel Industries of North America Inc.	Airbus DS Communications/ Vesta 9-1-1	4157-6
Frontier Communications of America, Inc.	Solacom	4146-6
Frontier Communications of America, Inc.	Airbus	4158-6
Intertalk Critical Information Systems, Inc. Pantel International, Inc.	Combix 911 NG	4147-6
Solacom Technologies, Inc.	Guardian	4148-6
Zetron, Inc.	Zetron/Max Call Taking	4149-6

ATTACHMENT 2
AT&T QUOTE SUMMARY

at&t			**Quote Summary**			
DATE	**7/17/2018**		**Monterey Park Police Department**			
VERSION	**4.0**		**Basic Configuration**			
Account Manager	Henry Wang		Contract Number: 4145-6	**West / Eventide**		
Phone	714-680-5789			(3) Power911 IWS Positions		
Email	hw3126@att.com			(1) Laptop Positions, Integrated SMS Texting		
				(24) NexLog Analog Channels and (8) IP Channels		
				VIPER/Power911		
				Equipment and Services Sub-Total:	$	135,393.67
				Installation Sub-Total:	$	30,995.60
				Monthly Maintenance Price:	$	360.14
				Maintenance Total For Years 2 ~ 5:	$	17,286.72
* Taxable Amount:	$	75,695.77		Sales Tax* (9.5%):	$	7,191.10
				TOTAL:	$	190,867.09
				Eventide NexLog		
				Equipment and Services Sub-Total:	$	31,224.80
				Installation Sub-Total:	$	13,664.63
				Monthly Maintenance Price:	$	92.50
				Maintenance Total For Years 2 ~ 5:	$	4,440.00
** Taxable Amount:	$	22,369.80		Sales Tax** (9.5%):	$	2,125.13
				TOTAL:	$	51,454.56
				Integrated SMS Texting		
				Installation Sub-Total:	$	6,780.00
				TOTAL:	$	6,780.00
Quote Valid For 120 Days				**GRAND TOTAL:**	$	**249,101.65**

Notes For VIPER/Power911:

1. This quote is for a VIPER / Power911 system with (3) IWS Positions, (1) Laptop Positions with a docking station, and (0) IP phone.
2. This quote includes (4) 22" monitors.

Proprietary Information: Not for use or disclosure outside of
AT&T and Monterey Park PD except under written consent.

at&t		**Quote Summary**	
DATE	**7/17/2018**	**Monterey Park Police Department**	
VERSION	**4.0**	**Basic Configuration**	
Account Manager	Henry Wang	**Contract Number: 4145-6**	**West / Eventide**
Phone	714-680-5789		(3) Power911 IWS Positions
Email	hw3126@att.com		(1) Laptop Positions, Integrated SMS Texting
			(24) NexLog Analog Channels and (8) IP Channels

3. This quote DOES NOT INCLUDE MIS (Power Metrics).
4. This quote DOES NOT INCLUDE Mapping - MapFlex.
5. This quote includes West on-site training for VIPER/Power911: (1) Admin class and (2) End-User classes.
6. This quote includes (4) 4-Port KVMs.
7. This quote includes (4) 48-button Genovation keypads.
8. The existing NetClock will be re-used and AT&T will maintain the existing NetClock for the duration of this contract.
9. This quote includes UPS (Equipment room and at dispatch positions).
10. This quote includes a Option 16 card for the existing NetClock (provide 3 IP ports) and a new time display.
11. This quote DOES NOT INCLUDE ACD nor PowerOps.
12. This quote includes: Equipment, Installation, First Year Warranty, Years 2 ~ 5 Maintenance Support, Training, and Sales Tax.
13. This quote DOES NOT INCLUDE West's software Evergreen.
14. This system is configured to support up to (8) 911 Trunks, (24) 10-D analog lines, and (0) PRI, and no SIP integration.
15. This quote includes (1) additional Power911 IWS (dark license), and a docking station at the remote site - no additional cost to the Agency.
16. 2018-07-17. Per customer's request, added the Integrated SMS Text to the quote.

Notes For Eventide NexLog Logging Recorder:

1. This quote includes a Eventide NexLog system with 24 analog and 8 IP channels.
2. This quote includes: Equipment, Installation, First Year Warranty, Years 2 ~ 5 Maintenance Support, Training, and Sales Tax.
3. This quote includes a (4) TB NAS for the Logging Recorder.
4. This quote DOES NOT INCLUDE screen capture nor quality assurance features for the Logging Recorder.
5. This quote includes on-site GoSerCo admin training for the LVR system.
6. 2018-03-29. This quote DOES NOT INCLUDE the geo-fencing feture.

Proprietary Information: Not for use or disclosure outside of
AT&T and Monterey Park PD except under written consent.

ATTACHMENT 3
Cal OES Customer Premise Equipment Fixed Allotment Funding Letter

EDMUND G. BROWN JR.
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

February 1, 2018

Tracking Number: 21200

Lieutenant Brent Archibald
Central Dispatch Manager
Monterey Park Police/Fire Department
320 W Newmark Ave
Monterey Park, CA 91754

Subject: Customer Premise Equipment (CPE) Fixed Allotment Funding

Dear Lt. Archibald:

The California 9-1-1 Emergency Communications Branch (CA 9-1-1 Branch) has received your January 31, 2018 Advance Notification for CPE Funding letter of intent to replace the 9-1-1 telephone system at your Public Safety Answering Point (PSAP). Acceptance of CPE Allotment funds from the CA 9-1-1 Branch commits your agency to PSAP operations 24 hours-a-day, seven days-a-week, for a minimum of five years. If PSAP operations are not maintained at that level, Monterey Park Police/Fire Department may become financially responsible for all subsequent CPE maintenance and 9-1-1 network service charges. Our evaluation of recent 9-1-1 emergency call volume qualifies the Monterey Park Police/Fire Department for a Fixed Allotment in the amount of ***$287,000***. The Fixed Allotment funding will expire June 30, 2019 if your CPE approval process has not been initiated. Years six (6) and seven (7) of extended maintenance will not be deducted from your Fixed Allotment. Extended maintenance cost in year eight (8) and beyond is the PSAPs responsibility.

The CA 9-1-1 Branch has implemented a non-mandatory Master Purchase Agreement (MPA) that enables participating vendors to invoice the CA 9-1-1 Branch directly for the purchase of 9-1-1 systems and services. User instructions for the MPA are available at: http://www.caloes.ca.gov/for-governments-tribal/public-safety/ca-9-1-1-emergency-communications-branch/ca-9-1-1-services-contracts

Please contact me directly with any questions at pavel.kioroglo@caloes.ca.gov or (916) 657-9202.

Sincerely,

Pavel Kioroglo, 9-1-1 Advisor
California 9-1-1 Emergency Communications Branch

601 SEQUOIA PACIFIC BLVD, SACRAMENTO, CA 95811
PUBLIC SAFETY COMMUNICATIONS
(916) 657-9369 TELEPHONE (916) 657-9882 FAX

City Council Staff Report

DATE: October 3, 2018

AGENDA ITEM NO: **Consent Calendar**
Agenda Item 3-E.

TO: The Honorable Mayor and City Council

FROM: Jim Smith, Chief of Police

SUBJECT: Police Department Patrol Rifle Purchase

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager, or designee, to execute a Service Agreement with All State Police Equipment in the amount of $21,000.00, in a form approved by the City Attorney;
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Because we cannot predict when and where violent criminals armed with heavy weapons might attack, officers need to be prepared for them at all times. Officers need to have a patrol rifle adjusted to their personal needs available to them at all times when on duty. The department approved and issued patrol rifle is the Heckler & Koch 416 Rifle. It was authorized as the on duty patrol rifle based on the recommendation of the Department Range Master in 2012. The Police Department currently has 65 Heckler & Koch patrol rifles and is requesting to purchase 10 additional patrol rifles.

BACKGROUND:

In November of 2012, the Police Department obtained 65 Heckler & Koch 416 Rifles as part of an exchange for MPPD's outdated rifles, which does not allow all 75 officers to be issued a rifle.

The purchase of 10 additional rifles will allow all officers to possess a rifle. Accuracy improves when the rifles are issued to individual officers because the weapon is sighted to an individual not generically zeroed in for many people to use. The point of aim varies slightly different for each individual, based on how they look through the sights, their cheek-weld, etc. Officers are able to train with their issued weapons and adjust them to their personal and tactical shooting needs

The police department requested three written quotes for 10 Heckler & Koch 416 Rifles, 10 front and rear sights, and 40 Magpul PMAG magazines.

They were:

All State Police Equipment Company	$20,546.00
Pro Force Law Enforcement	$21,582.10
Aardvark	$21,751.60

The police department is recommending purchasing the rifles, sights, and magazines from All State Police Equipment Company.

FISCAL IMPACT:

The total expenditure of $21,000 for the purchasing of the rifles, sights, magazines, and shipping charges is in the current 2018-19 budget account #0010-801-5004-99324.

Respectfully submitted by:

Jim Smith
Chief of Police

Prepared by:

Kelly Gordon
Police Captain

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENT(S):

None

City Council Staff Report

DATE: October 3, 2018

AGENDA ITEM NO: **Consent Calendar Agenda Item 3-F.**

TO: The Honorable Mayor and City Council

FROM: Jim Smith, Chief of Police

SUBJECT: Police Department Helmet Replacement

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager, or designee, to execute a Service Agreement with Aardvark in the amount of $42,000.00, in a form approved by the City Attorney;
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Officers utilize two important pieces of safety equipment, ballistic vests and ballistic helmets. Tactical Ballistic Helmets (TBH) come in different styles and models. The most important components of a tactical ballistic helmet have been identified by the National Institute of Justice (NIJ) to be the helmet weight, fit, shock absorbent capability, and retention system. The current industry standard for law enforcement TBH's mimics those of military special operations helmets. The helmets are light weight, approximately 2.63 pounds. Reduced weight being the most significant change in the past five years, leads to reducing injury and fatigue for officers.

The new helmets are designed to reduce traumatic brain injury from bullet impact. The police department is seeking approval for the replacement purchase of new ballistic helmets to provide a greater level of personal protective equipment for its police officers during a critical incident response or situation where an impact to the head is likely to occur.

BACKGROUND:

The police department currently utilizes refurbished government surplus helmets acquired in 2001 for impact protection. In 2007, the Monterey Park Police Department was awarded grant funding by the Urban Areas Security Initiative program (UASI) to purchase a limited number of impact resistant helmets with face shields. The current helmets issued to officers were purchased seven years ago. The helmets, like ballistic vests, have a 5-year expiration date.

Unlike the current helmets, the new TBH has a certified NIJ'ballistic helmet level IIIA standard rating. It is one of the most accommodating ballistic helmets available, as it is

compatible with all available retention systems and optional accessories. The TBH is currently in use with federal and local law enforcement agencies.

Statistics gathered in 2017 by the FBI Uniformed Crime Report for Law Enforcement Officers Killed and Assaulted (LEOKA) in the line of duty reported 46 officers died from injuries incurred during felonious incidents. Of these officers, 31 were killed with firearms. 11 were shot in the head. One was shot in the back of the head.

In 2015, Federal grant funding prohibited the use of grant funding for the purchase of impact protection helmets and restricted any ballistic type helmet from use during riot situations. This eliminated our ability to utilize grant funding to replace the expired personal protective equipment.

The police department requested three written quotes for one-hundred (100) helmets and (100) face shields.

They were:

All State Police Equipment Company	$43,132.05
Pro Force Law Enforcement	$45,228.97
Aardvark	$41,616.70

The police department is recommending purchasing the 100 helmets and 100 face shields through Aardvark.

FISCAL IMPACT:

The expenditure of helmets and face shields purchases will be paid from the current 2018-19 Account 0010-801-5004-99324. Because there is just $39,512 remaining balance in this account, staff is requesting a budget appropriation of $2,488 from the General Fund to arrive a total of $42,000 to complete this important purchase task.

Respectfully submitted by:

Jim Smith
Chief of Police

Prepared by:

Kelly Gordon
Captain

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

City Council Staff Report

DATE: October 3, 2018

AGENDA ITEM NO: **Consent Calendar Agenda Item 3-G.**

TO: The Honorable Mayor and City Council

FROM: Mark A. McAvoy, Director of Public Works/City Engineer

SUBJECT: Award Professional Services Agreement to RKA Consulting Group for Engineering Design Services for the Fire Station 63 Slope Repair Project

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorize the City Manager to issue a task order to RKA Consulting Group, in the amount of $33,965, to prepare plans, specifications, and estimates (PS&E) for the Fire Station 63 Slope Repair Project;
2. Authorizing the Director of Public Works to execute change orders up to $3,397 (10% of the contract cost); and
3. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

Since the proposed work is a repair to an existing public facility, this project is Class 1 Categorically Exempt pursuant to the California Environmental Quality Act (CEQA).

BACKGROUND:

On December 24, 2016, heavy rainfall runoff spilled over the sidewalk on Vagabond Road above Fire Station 63, creating several large gullies in the down-sloping embankment, undermining the sidewalk, and depositing six inches of mud in the rear yard of the station. City street crews were called to remove the mud, and a contractor was hired to clear the slope, fill the gullies, and cover the slope and sidewalk with temporary plastic and sandbags.

Due to the extent of the slope erosion and undermining of the sidewalk and, possibly, a portion of the roadway on Vagabond Road, the City retained RKA Consulting Group and its geotechnical sub-consultant, Converse Consultants, to prepare a Geotechnical Study Report analyzing the soil and slope conditions and recommending the appropriate repairs. In its report dated February 28, 2018, Converse determined that a retaining wall supported by a cast-in-drilled-hole (CIDH) pile and grade beam system should be constructed at the top of the slope; a concrete masonry unit (CMU) block retaining wall constructed at the base of the slope; and the slope embankment re-graded from a 1.5:1 to a 2:1 slope.

RKA Consulting Group is one of four consultants, approved by City Council in March 2016, that provide on-call professional engineering services to the City. Due to RKA's firsthand knowledge of the site, staff solicited a proposal from RKA to prepare PS&E for the retaining wall system, sidewalk and slope repairs. RKA provided a cost proposal in the amount of $33,965. Staff recommends that the City Council authorize the City Manager to execute a Task Order in a form approved by the City Attorney with RKA Consulting Group under the terms of its existing agreement.

Due to the closure of the sidewalk and ongoing maintenance of the temporary plastic and sandbags to cover the slope and sidewalk during the winter storm season, it was determined that the repairs should be completed in the near term. Based on its proposal and discussions with RKA Consulting, the design work is estimated to take about five months to complete. Future City Council action for award of a construction contract will be considered once design is complete and final cost estimates determined.

FISCAL IMPACT:

The engineering design services will be funded with General Funds (Account No. 0010-801-5004-96095) carried over from fiscal year 2016-2017.

Respectfully submitted by:

Mark A. McAvoy
Director of Public Works/
City Engineer

Prepared by:

Rey Alfonso
Assistant City Engineer

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENT:

1. RKA Consulting Group Proposal

ATTACHMENT1
RKA Consulting Group Proposal

RKA
CONSULTING GROUP

September 13, 2018

Mr. Rey Alfonso
City of Monterey Park
Public Works Department/Engineering Division
320 West Newmark Ave
Monterey Park, CA 91754

RE: DESIGN AND CONSTRUCTION SUPPORT ENGINEERING SERIVICES FOR THE FIRE STATION 63 SLOPE REPAIR

Dear Mr. Alfonso:

RKA Consulting Group is pleased to submit to you this proposal to provide professional engineering services for the design and construction support for the repair of the slope between Fire Station 63 and Vagabond Drive.

The topographic survey and geotechnical investigation were completed by RKA and their subconsultants in March 2018. As part of their geotechnical study report, Converse Consultants has recommending constructing a retaining wall on piles behind the sidewalk consisting of cast-in-drilled-hole (CIDH) piles tied together with a grade beam. At the bottom of the slope a CMU block retaining wall is recommended as well. The slope will be benched and regraded, changing the slope from a 1.5:1 to a 2:1 slope.

SITE AND PROJECT DESCRIPTION

The distressed slope area along the west side of Vagabond Drive is approximately 140 feet long. The fence, sidewalk, curb, and gutter along the west side of Vagabond Drive have been undermined by slope erosion and have lost ground support resulting in distress, cracking and settlement. Deep erosion channels have been eroded into the face of the slope. The slope is approximately 30 to 45 feet high, was built during original roadway grading for Vagabond Drive, and is estimated to be over 60 years old. The slope appears to have been graded at an approximate 1.5:1 (H:V) slope gradient which is steeper than permitted by current grading codes.

A number of structures and buried utilities have been built on the slope. The north (lower) end of the fill slope is supported by the Monterey Meat Company building wall which will be protected in place.

The distressed slope also provides support for a water main vault on Vagabond Drive that serves the Monterey Park Vagabond Water Plant pump wells located at the base of the slope. The water plant is also connected to buried power lines and water mains that pass through the

slope. The slope also provides support to electrical power poles that supply local power.

A large concrete block retaining wall is located at the south (upper) end of the slope along Vagabond Drive that provides support for the First Molokan Christian Church parking lot. The grading of the church parking lot drains directly over the wall and may contribute to the erosion. The northeast edge of the parking lot will be regraded to provide better drainage.

SCOPE OF WORK

A. ENGINEERING DESIGN

Task 1: Preliminary Design

Task 1—Utility Coordination

Coordinate with utility agencies to obtain as builts, identify any future utility work that needs to be completed prior to construction, and inform the utility agencies of the moratorium after the streets have been repaved. RKA will coordinate and notify the utility agencies of any work that they will have to perform either prior to construction or during construction. Close attention will be necessary to locate and protect the water facilities on the slope.

It is assumed that the power pole at the back of walk at the top of the slope will need to be relocated. RKA will coordinate with the utility companies to relocate the pole away from the CIDH retaining wall. It may be possible to move it to 2' behind the curb face and widen the sidewalk in this area.

Task 2—Preliminary Design

RKA will develop a preliminary design identifying wall locations and heights, slope grading/benching, and limits of curb and gutter, sidewalk, and pavement repair.

- Perform one site visit to identify key issues and potential conflicts.
- Attend a kick-off meeting to discuss the general approach and recommendations
- Develop a 60% plan for City review

Task 3—85% and Final Design, Bid Support

RKA will develop plans, specifications, and an estimate for the project.

- Retaining wall plan and profiles
- Grading plans and benching details for the slope repair
- Street improvement plans for the reconstruction of the southwest half of Vagabond

Drive. No pavement design will be provided. The existing pavement is 4" AC on 4" sand. RKA is proposing 6" AC on 6" CMB on overexcavated and recompacted native. The depth of overexcavation will be determined by the geotechnical engineer.

- Grading and paving plans for the church parking lot
- Attend two meetings with the City and one meeting with the City and the First Molokan Christian Church
- Specifications and estimate at 85% and Final Design
- Respond to bidders' RFIs and issue addenda, if necessary

Task 4—Construction Support

- Review and approve shop drawings and material submittals
- Review and respond to construction RFIs
- Compaction testing of soils and AC, Concrete testing of the retaining walls. No materials testing of AC, aggregate base curb and gutter, or sidewalk. Converse's proposal allows for 100 hours of field inspection and will be billed on time and materials basis.
- Structural engineer will attend the preconstruction meeting and four structural site observations during construction
- Civil Engineer will attend the preconstruction meeting and three site observations during construction

Task 5—As Builts

- Using the Contractor's redlines, prepare as builts

RKA proposes to provide these services on a time and materials, not to exceed amount of $68,640.

We appreciate the opportunity to provide this proposal and look forward to continuing our work with you on this project. If you have any questions, please do not hesitate to call.

Sincerely,

Kurt Pedersen
Project Manager/Sr. Engineer

RKA CONSULTING GROUP

City of Monterey Park
Fire Staion 63 Slope Repair
Design and Construction Support
September 6, 2018

	Project Manager $140/hr.	Project Engineer $115/hr.	Engineering CAD Tech $75/hr.	Geotech (Converse)	Structural (Burnett + Young)	Total Fee
Phase 1 - Design						
Task 1 - Utility Coordination	2	16	10			
Task 2 - Preliminary Design	30	12				
Task 3 - 85% and Final Design, Bid Support	50	32			$ 14,835	
Phase 1 Subtotal Hours	**82**	**60**	**10**			
Phase 1 Subtotal Fee	$ 11,480	$ 6,900	$ 750	$ -	$ 14,835	**$ 33,965**
Phase 2 - Construction						
Task 4 - Construction Support, Geotech Services	36	12		$ 21,175	$ 5,750	
Task 5 - As Builts	2		4		$ 750	
Phase 2 Subtotal	**38**	**12**	**4**			
Phase 2 Subtotal Fee	$ 5,320	$ 1,380	$ 300	$ 21,175	$ 6,500	**$ 34,675**
Total Labor Hours	**120**	**72**	**14**			
					Total Fee	$68,640.00

City Council Staff Report

DATE: October 3, 2018

AGENDA ITEM NO: **Consent Calendar Agenda Item 3-H.**

TO: The Honorable Mayor and City Council

FROM: Mark A. McAvoy, Director of Public Works/City Engineer

SUBJECT: Amendment to Power Purchase Agreement with Cenergy Power for a Solar Photovoltaic Generation System

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute an Amendment, in a form approved by the City Attorney, to increase the rate in the Agreement with Cenergy Power for Solar Photovoltaic System for City facilities;
2. Adopting a resolution that approves exemptions to setbacks and the lot coverage percentage for the solar system at the Monterey Park Bruggemeyer Library located in the R-3 Zone; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On September 7, 2016, City Council authorized the City Manager to execute an Agreement with Cenergy Power for solar photovoltaic generation systems at four City facilities: City Hall, Bruggemeyer Library, Langley Senior Center, and the Delta Water Facility. Cenergy Power was to design and build the solar systems and the City would purchase the solar generated power at a rate of $0.136 per kWh.

In the preparation of their designs, Cenergy Power has discovered additional costs that were not covered by its preliminary proposal. It is requesting that the City approve an amendment to the original agreement that would increase its solar generated power rate from $0.136 to $0.138 per kWh.

Cenergy Power is also requesting approval for exemptions from Monterey Park Municipal Code (MPMC) regulations regarding required setbacks and lot coverage percentages for system installation at the Bruggemeyer Library.

CEQA (California Environmental Quality Act):

The project is categorically exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines § 15302 (e), "New Construction or Conversion of Small Structures - Accessory (appurtenant) structures including carports."

BACKGROUND:

The agreement between the City and Cenergy Power (Cenergy) is a Power Purchase Agreement (PPA) that provides for a private energy company to construct, own, operate and maintain solar photovoltaic generation systems on City property while the City purchases the system's electric output at a predetermined rate and period: in this case $0.136 per kWh for a period of 25 years.

Power Purchase Agreement Rate Increase

In the preparation of plans and specifications for City staff review, Cenergy identified several changes that were not accounted for in its initial cost proposal that was submitted to and approved by the City:

1. Increase canopy clearance at City Hall from 10 to 14 feet:	$18,920
2. Increase canopy clearance at the Library from 10 to 14 feet:	$22,906
3. New switchgear and transformer equipment at Delta:	$118,360
4. Replace 350W modules with 385W modules for higher efficiency	$63,118
5. Remove garage canopy at City Hal	($22,176)
Subtotal	$201,128
Cenergy 35% discount	($70,395)
Total Cost Increase	$130,733

The raised canopy changes at City Hall and the Library were at the request of City staff in order to accommodate large commercial and utility vehicles (such as buses and delivery trucks) that currently serve the facilities. The substantial cost increase is for more efficient solar modules and a new switchgear and transformer equipment at Delta. The upgraded electrical equipment was determined to be necessary after Southern California Edison (SCE) provided their interconnection specifications for safe, reliable interconnection of the solar power systems. These requirements were unknown at the time of Cenergy's initial cost proposal.

Cenergy is willing to absorb a portion of the additional costs in order to see this project move forward; staff and Cenergy have been in discussions and have negotiated a 35% ($70,395) reduction. The net change in cost is therefore $130,733, which increases the PPA rate to $0.138 per kwh.

In the September 2016 staff report, the projected cost savings for the solar project was $215K annually, or $5.4M over the course of the 25-year PPA. This projected savings included the battery storage component and was based on an average SCE rate of $0.149 per kWh for the four facilities. Cost savings for the solar project alone was $5.2M.

In addition to increasing the PPA rate from $0.136 to $0.138 per kwh, Cenergy is proposing changes to the layout at City Hall: solar canopies will be confined to the existing footprint of the parking lot and will not be constructed on the second level of the

City Hall parking structure. In order to reduce the size of and number of solar canopies, Cenergy is proposing more efficient solar panel modules that will increase total solar energy production.

It should be noted that SCE's energy costs will have a bigger impact on the City's cost savings than the adjustment to the PPA rate. The initial projection that was presented in the 2016 staff report was based on the rate that the City was paying SCE at the time, $0.149 per kWh, and a 3% annual increase in SCE's rate, however, the actual SCE rates that the City has paid in the last four years have decreased from $0.146 in 2014 to $0.141 in 2017. This is due to a 10% reduction in non-residential rates in 2016. The rate then increased substantially from 2016 to 2017.

Year	Average Rate
2014	$0.146
2015	$0.147
2016	$0.134
2017	$0.141

Projecting SCE's rate escalation is complicated due to the multitude of rate plans that offer discounts based on time of use, demand charge and type of operation. SCE's 20-year historical analysis from 1998 to 2017 shows an average increase of 3.0% per year for small and medium commercial accounts and an average increase of 3.7% per year for large accounts. Based on this data, utilizing a 3% annual escalation to project cost savings over the 25-year PPA remains a reasonable assumption.

Using an updated SCE rate of $0.141 and the higher PPA rate of $.138, the projected total cost savings for the solar project is $4.7M over the course of the 25-year agreement.

Zoning Code Exemptions

Upon review of the preliminary plans for the solar canopy layout at the Library, the Planning Division determined that there could be setback encroachments and that the lot coverage percentage could exceed the maximum allowed for the zone.

Cenergy requested approval for an exemption from the MPMC provisions to encroach into the minimum required 5-feet rear setback and 25-feet front setback, and to exceed the maximum 35% lot coverage, for the construction of the solar canopies. The property is zoned R-3 (High Density Residential) and designated P-F (Public Facility) in the General Plan. The Library is located at 318 S. Ramona Ave, one lot south of W. Newmark Ave. To the north is Telacu Monterey Park Plaza (senior housing development), to the west is the Civic Center, to the south is the Boy's and Girl's Club, and to the east is Sheppard of the Hill Church.

The exemptions for the setbacks and lot coverage were presented to the Planning Commission at their July 10, 2018 meeting. Because the exemptions to the zoning code

are not a variance, a public hearing was not required. A public hearing was nevertheless held in an abundance of caution and courtesy notices were mailed to the adjacent properties – Telacu Monterey Park Plaza, Shepherd of the Hills United Method Church, and Boys and Girls Club of West San Gabriel Valley. The public notice of the July 10, 2018 meeting was published in the *Monterey Park Progress* on June 28, 2018. Staff has not received any comments from the community or from the adjacent properties. The Planning Commission has approved the exemptions.

According to MPMC § 21.02.200 (Government Facilities), the City of Monterey Park is exempt from the provisions of the City's zoning regulations when the City Council makes the following findings:

A. *That reasonable attempts have been made to comply with the regulations contained in this Zoning Code;*

   Other areas of the Library have been considered, but there are safety restrictions to those areas: (1) impeding into the fire lane adjacent to the parking spaces over which the solar canopies would be constructed and (2) impeding onto SCE's underground service that runs north toward a transformer service for the Library.

   The property is currently completely built out and an exemption from the minimum setback requirements is necessary for the proposed solar project.

B. *That the strict and literal interpretation and enforcement of the MPMC would inhibit the City's ability to maintain public health, safety, and general welfare in the particular instance; and*

   The strict and literal interpretation and enforcement of the MPMC would inhibit the potential installation of solar canopies at the Library. Without the requested exemptions for the side and rear setbacks and lot coverage percentage the proposed project will not be possible.

   The City Council previously approved moving forward with the solar canopies, finding that the power generated by these facilities will reduce the City's costs and dependency upon fossil fuels.

   In addition, the City Council adopted the Climate Action Plan in 2012 and the Sustainable Community Element in 2014 that promote renewable energy systems in order to maintain and improve the quality of life for the community. These plans specifically propose the installation of solar panels in new and existing developments.

C. *That granting of the exemption will not be detrimental to the public health, safety, and general welfare or materially injurious to properties or improvements in the vicinity.*

There will be no safety or aesthetic concerns to the public with the proposed location of the solar canopies.

The draft layout that was presented to the Planning Commission required a 15 feet encroachment into the minimum 25-feet front setback and provided no rear setback instead of the minimum required 5-feet. The proposed lot coverage exceeded the maximum coverage by 31%, from 35% to 66%. It should be noted that Cenergy's final layout may not require all of the exemptions.

Battery Storage Update

When the contract was awarded to Cenergy for the Solar System in 2016, the City Council had also approved an ancillary agreement for a battery storage system with GreenCharge Networks (which since was acquired by Engie Storage). Construction of the battery storage systems is complete and they are currently in the process of being commissioned.

FISCAL IMPACT:

Approving an amendment to the PPA with Cenergy is estimated to reduce the City's projected cost savings for the 25-year contract period from $5.2M to $4.7M. The savings result from estimated reduced electricity costs at 4 facilities: City Hall, Bruggemeyer Library, Langley Senior Center, and Delta Water Facility.

There is no fiscal impact to the exemption from the provisions of MPMC to encroach into the minimum required 5-feet side setback and 25-feet front setback and to exceed the maximum 35% lot coverage for the construction of solar canopies at the Library.

Respectfully submitted by:

Mark A. McAvoy
Director of Public Works/
City Engineer

Prepared by:

Amy Ho
Principal Management Analyst

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. Southern California Edison Historical Average Rates
2. Site Plans
3. Draft City Council Resolution

ATTACHMENT 1
Southern California Edison
Historical Average Rates by Rate Group

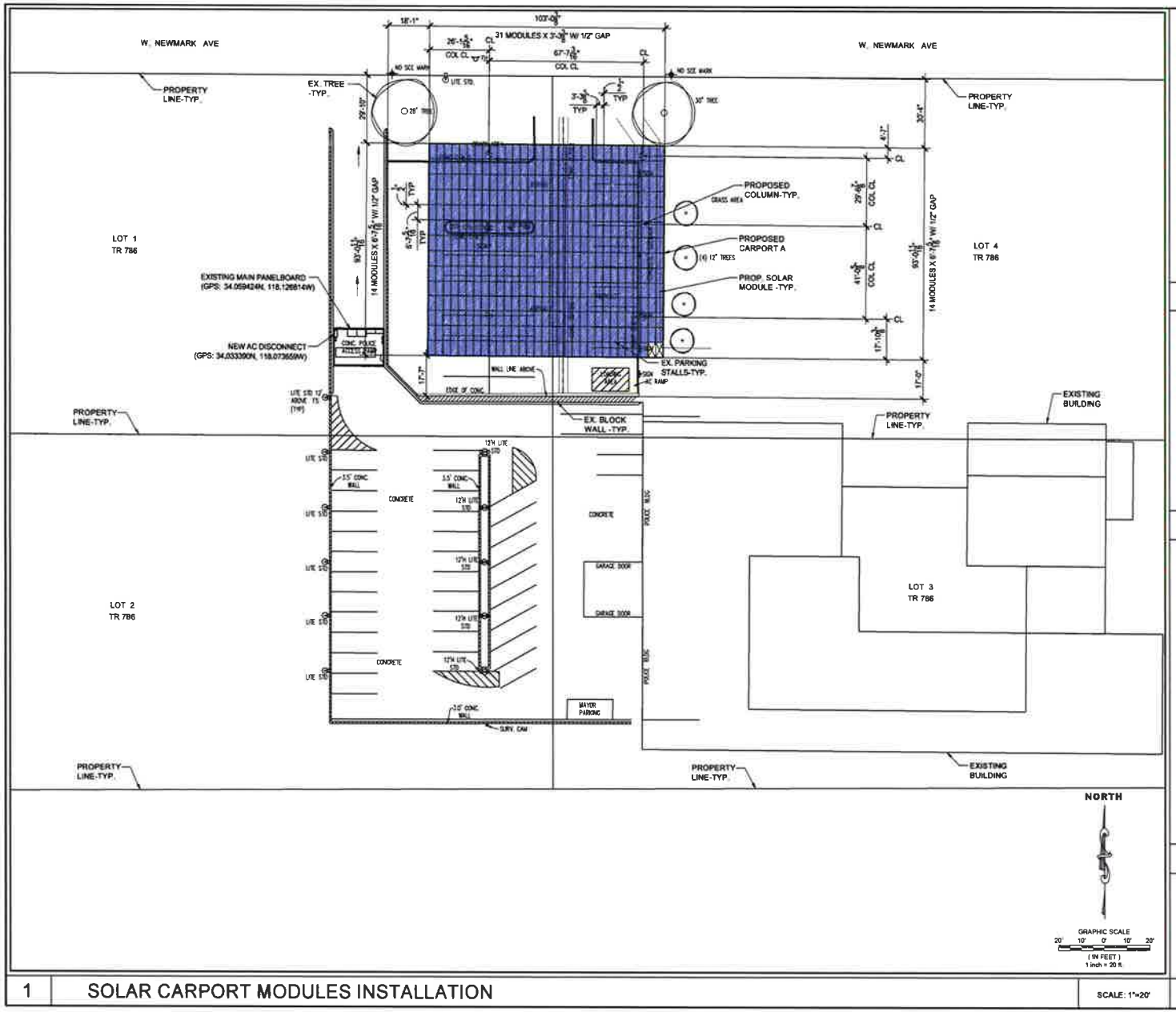
Southern California Edison
Historical Average Rates by Rate Group (Nominal ¢/kWh)
Based on Recorded Revenue and Sales

Bundled Service

	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017 [1]
Domestic	11.4	11.4	11.5	13.0	13.5	12.8	12.5	12.9	15.7	15.3	15.0	15.2	15.5	15.6	15.9	16.7	16.4	16.6	16.3	17.7
TOU-GS-1	12.1	12.1	12.0	16.2	17.5	15.8	14.8	15.2	17.6	17.6	17.0	16.9	17.5	17.3	17.6	17.5	18.3	18.0	16.0	17.6
TC-1	7.3	7.4	7.4	10.3	13.5	12.4	12.0	11.5	13.4	13.5	13.8	14.5	15.8	15.9	15.6	16.9	18.6	19.0	17.9	18.1
TOU-GS-2	9.9	10.2	10.1	13.2	15.5	14.1	13.3	13.5	15.6	14.3	14.3	14.8	15.7	15.4	14.9	16.2	17.4	17.3	15.9	17.2
TOU-GS-3	9.7	8.9	10.2	13.1	14.7	13.0	11.8	10.8	13.6	14.2	14.1	14.3	13.7	13.2	12.7	14.3	15.9	15.8	14.2	15.4
Sm. and Medium Comm.	10.3	10.5	10.4	13.7	15.8	14.4	13.5	13.6	15.6	14.9	14.7	15.0	15.5	15.2	14.9	16.0	17.2	17.1	15.5	16.8
TOU-8-Sec	8.1	8.2	8.7	12.2	14.3	12.6	11.2	11.3	13.2	12.5	12.4	12.7	13.1	12.7	12.3	13.7	15.0	14.9	12.7	13.7
TOU-8-Pri	7.2	7.4	7.9	10.9	13.0	11.5	10.3	10.7	12.6	11.9	11.8	11.7	11.8	11.5	10.9	12.1	13.2	13.1	11.1	12.5
TOU-8-Sub	4.9	5.1	5.7	8.3	9.4	8.4	7.4	7.5	9.1	8.3	8.1	7.9	8.0	7.6	7.0	8.1	9.1	9.1	6.6	8.4
Large Power	6.8	7.1	7.7	10.6	12.6	11.2	9.9	10.0	11.8	11.1	10.9	10.9	11.1	10.6	10.1	11.7	12.9	12.8	10.6	11.9
PA-1	12.8	12.1	12.1	14.3	15.3	14.9	14.0	15.1	18.2	16.9	17.5	17.8	19.4	19.7	18.5	12.3	14.4	13.8	12.8	13.5 [2]
PA-2	8.7	8.5	8.7	10.7	11.3	10.5	10.4	10.7	12.8	12.5	12.8	13.1	14.8	14.9	14.2					
AG-TOU	7.4	6.9	7.5	9.4	10.1	9.0	8.5	8.5	10.0	9.6	9.7	9.9	10.9	10.3	9.3	12.0	13.2	12.3	11.5	11.5 [3]
TOU-PA-5	6.9	6.3	7.0	8.8	9.4	8.2	7.8	7.8	9.4	9.0	8.9	9.1	9.9	10.3	9.1					
Ag. and Pumping	8.8	8.5	8.7	10.6	11.1	9.9	9.4	9.5	11.3	10.9	10.8	11.0	12.0	11.6	10.8	12.1	13.8	13.1	12.0	12.7
St. and Area Lighting	17.0	14.1	13.9	15.8	17.3	15.5	14.7	14.0	15.3	16.9	17.9	18.7	19.0	18.9	18.1	18.2	18.7	19.1	18.0	18.0
STANDBY/SEC	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	11.2	12.7	13.3	12.4	13.8
STANDBY/PRI	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	11.9	12.5	13.0	11.1	13.2
STANDBY/SUB	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	7.9	9.3	9.5	5.9	8.1
Standby	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	9.1	10.1	10.5	7.4	9.6
Total System	9.6	9.9	10.0	12.5	14.0	12.9	12.2	12.4	14.6	14.0	13.8	14.0	14.4	14.2	14.1	15.0	15.7	15.6	14.5	15.8

[1] Based on June 1, 2017 Proposed Rate Revenue (PRR) Rates (per Advice 3608-E)

ATTACHMENT 2
Site Plans



1 SOLAR CARPORT MODULES INSTALLATION

SCALE: 1"=20'

PLAN NOTES

1. SOLAR MODULES: HANWHA QCELL SOLAR MODULES, Q.PEAK DUO 3L-G5 385, 385W.
2. TOTAL STRINGS: 24 (18 MODULES PER STRING).
3. SOLAR MODULES QUANTITY: 432 MODULES (+2 UNUSED, TOTAL 434 MODULES)
4. SOLAR CARPORT AREA: 9,588 SF.
5. INVERTER: 2 UNITS - SUNGROW INVERTER SG-60KU-M (60KW).
6. CARPORT ARRAY AZIMUTH: 180 DEG.
7. CARPORT ARRAY TILT: 7.0 DEG
8. COLUMN QUANTITY: 6 COLUMNS.
9. CARPORT SYSTEM: TBD
10. TOTAL CAPACITY: 166.3200 KW-DC (STC). 120.0000 KW-AC (NAMEPLATE).

PLAN NOTES

NOTE:
THE CONSTRUCTION SHALL NOT RESTRICT A FIVE-FOOT CLEAR AND UNOBSTRUCTED ACCESS TO ANY WATER OR POWER DISTRIBUTION FACILITIES (POWER POLES, PULL-BOXES, TRANSFORMERS, VAULTS, PUMP VALVES, METERS, APPURTENANCES, ETC.) OR TO THE LOCATION OF THE HOOK-UP. THE CONSTRUCTION SHALL NOT BE WITHIN TEN FEET OF ANY POWER LINES WHETHER OR NOT THE LINES ARE LOCATED ON THE PROPERTY. FAILURE TO COMPLY MAY CAUSE CONSTRUCTION DELAYS AND/OR ADDITIONAL EXPENSES.

THE CONSTRUCTION SHALL NOT BLOCK ANY EXISTING MECHANICAL, PLUMBING AND ATTIC VENTS.

NOTES

FIRE SIGN NOTES:
PROVIDE A SIGN AT THE MAIN ELECTRICAL SERVICE DISCONNECT INDICATING THAT THERE IS A SOLAR PHOTOVOLTAIC SYSTEM AND INDICATE THE LOCATION OF IT:

"CAUTION, THIS SERVICE IS CONNECTED TO A SOLAR PHOTOVOLTAIC SYSTEM".

PROVIDE A SIGN AT THE PHOTOVOLTAIC SYSTEM SWITCHGEAR IDENTIFYING IT:

"CAUTION SOLAR ELECTRICAL SYSTEM".

PROVIDE MARKING FOR ALL CONDUITS AND CABLES (MARKED EVERY 10 FEET), ENCLOSURES, JUNCTION BOXES, ETC. INDICATING THAT THEY ARE PART OF A SOLAR PHOTOVOLTAIC SYSTEM:

"CAUTION, SOLAR CIRCUIT".

ALL MARKING SHALL BE WHITE LETTERING ON RED BACKGROUND, ALL CAPITALS, ARIAL OR SIMILAR FONT, NON-BOLD, 3/8" MINIMUM LETTER HEIGHT, REFLECTIVE, WEATHER RESISTANT MATERIAL."

FIRE SIGN NOTES

CENERGY POWER
A DIVISION OF BAP POWER CORPORATION
UNIMATCHED CLEAN ENERGY
3170 LOMBARD AVENUE, #11
CARLSBAD, CA 92010
OFFICE: 760.603.1933
FAX: 760.603.1316
www.cenergypower.com

REVISION

NO.	DATE	DESCRIPTION
1	1/4/2019	PLANNING SUBMITTAL
2	2/4/2019	PLANNING SUBMITTAL
3	3/4/2019	PLANNING SUBMITTAL
4	4/4/2019	PLANNING SUBMITTAL
5	5/4/2019	PLANNING SUBMITTAL
6	6/4/2019	PLANNING SUBMITTAL
7	7/4/2019	PLANNING SUBMITTAL
8	8/4/2019	PLANNING SUBMITTAL
9	9/4/2019	PLANNING SUBMITTAL

APPROVED
ROCK G. CENERGY
PROFESSIONAL ENGINEER
DATE: 9/4/2019

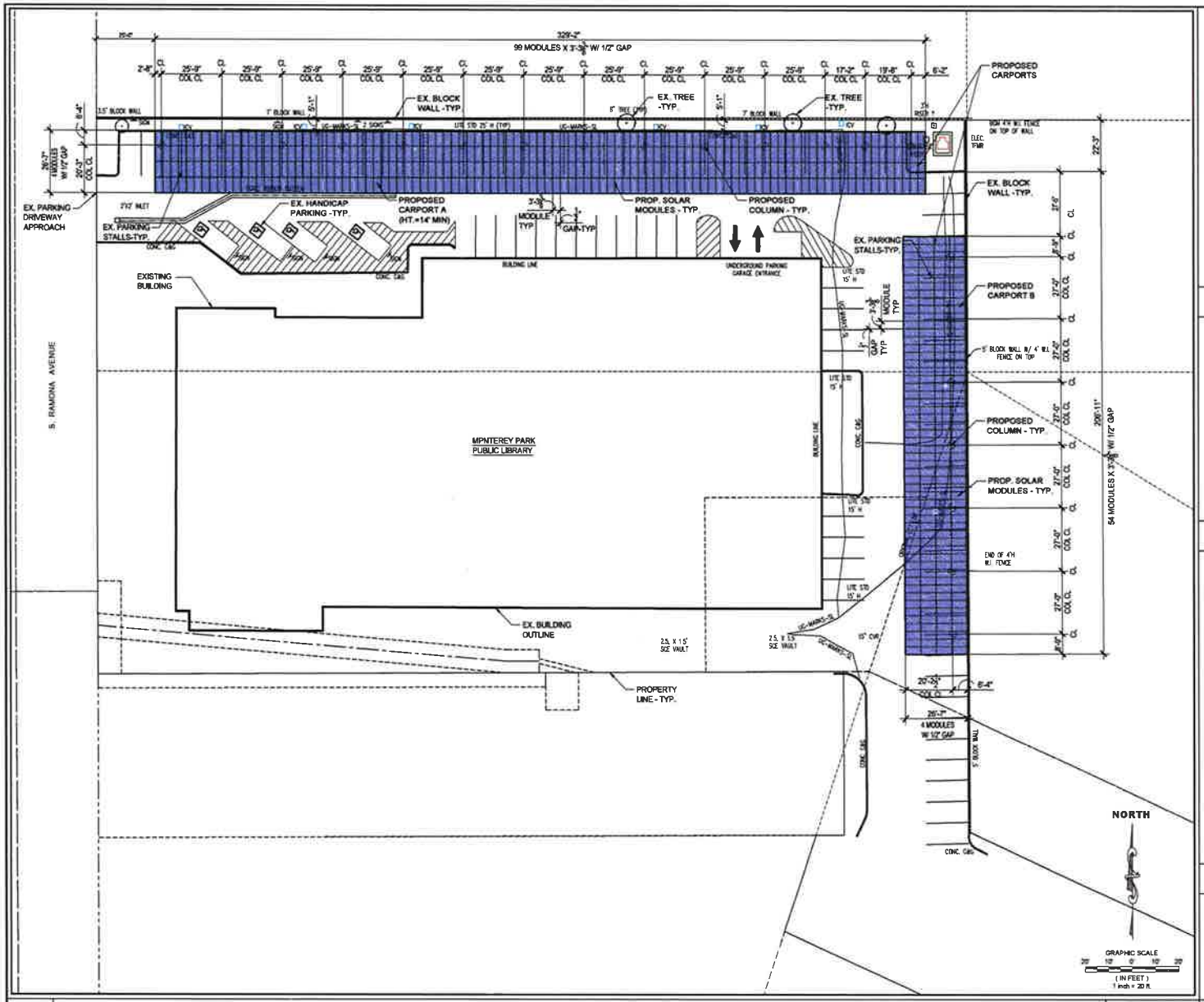
PROJECT
SOLAR INSTALLATION
CITY OF MONTEREY PARK CITY HALL

OWNER
ADDRESS: 320 W NEWMARK AVE MONTEREY PARK, CA 91754

SHEET TITLE
SOLAR CARPORT MODULES INSTALLATION

SHEET NO.
C3

DRAWN BY: JP/MD
DATE: 9/24/2019



1 SOLAR CARPORT MODULES INSTALLATION — SCALE: 1"=20'

PLAN NOTES

1. SOLAR MODULES: HANWHA QCELL SOLAR MODULES, Q.PEAK DUO 3L-G5 385, 385W.
2. TOTAL STRINGS: 34 (18 MODULES PER STRING).
3. SOLAR MODULES QUANTITY: 612 MODULES.
4. SOLAR CARPORT AREA: 13,508 SF.
5. INVERTER: 3 UNITS - SUNGROW INVERTER SG-80KU-M (80KW).
6. CARPORT ARRAY AZIMUTH: 180 & 270 DEG.
7. CARPORT ARRAY TILT: 3.0 & 7.0 DEG
8. COLUMN QUANTITY: 21 COLUMNS.
9. CARPORT SYSTEM: TBD.
10. TOTAL CAPACITY: 235.6200 KW-DC (STC).
180.0000 KW-AC (NAMEPLATE).

PLAN NOTES

NOTE:
THE CONSTRUCTION SHALL NOT RESTRICT A FIVE-FOOT CLEAR AND UNOBSTRUCTED ACCESS TO ANY WATER OR POWER DISTRIBUTION FACILITIES (POWER POLES, PULL-BOXES, TRANSFORMERS, VAULTS, PUMP VALVES, METERS, APPURTENANCES, ETC.) OR TO THE LOCATION OF THE HOOK-UP. THE CONSTRUCTION SHALL NOT BE WITHIN TEN FEET OF ANY POWER LINES WHETHER OR NOT THE LINES ARE LOCATED ON THE PROPERTY. FAILURE TO COMPLY MAY CAUSE CONSTRUCTION DELAYS AND/OR ADDITIONAL EXPENSES.

THE CONSTRUCTION SHALL NOT BLOCK ANY EXISTING MECHANICAL, PLUMBING AND ATTIC VENTS.

NOTES

FIRE SIGN NOTES:
PROVIDE A SIGN AT THE MAIN ELECTRICAL SERVICE DISCONNECT INDICATING THAT THERE IS A SOLAR PHOTOVOLTAIC SYSTEM AND INDICATE THE LOCATION OF IT:

"CAUTION, THIS SERVICE IS CONNECTED TO A SOLAR PHOTOVOLTAIC SYSTEM".

PROVIDE A SIGN AT THE PHOTOVOLTAIC SYSTEM SWITCHGEAR IDENTIFYING IT:

"CAUTION SOLAR ELECTRICAL SYSTEM".

PROVIDE MARKING FOR ALL CONDUITS AND CABLES (MARKED EVERY 10 FEET), ENCLOSURES, JUNCTION BOXES, ETC. INDICATING THAT THEY ARE PART OF A SOLAR PHOTOVOLTAIC SYSTEM:

"CAUTION, SOLAR CIRCUIT".

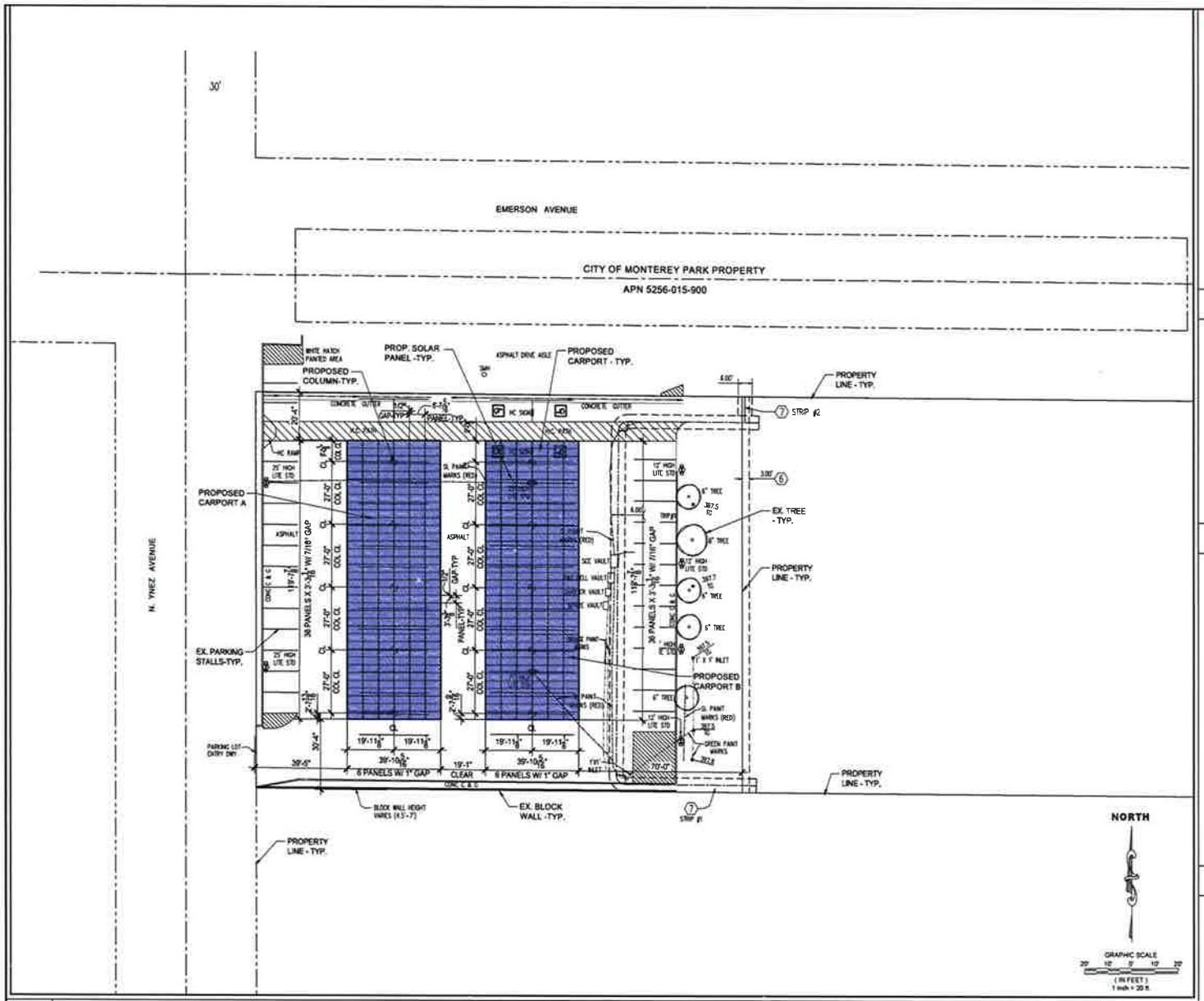
ALL MARKING SHALL BE WHITE LETTERING ON RED BACKGROUND, ALL CAPITALS, ARIAL OR SIMILAR FONT, NON-BOLD, 3/8" MINIMUM LETTER HEIGHT, REFLECTIVE, WEATHER RESISTANT MATERIAL."

FIRE SIGN NOTES

CENERGY POWER
A DIVISION OF SAP POWER CORPORATION
3170 LONGHEAD AVENUE, #11
CARLSBAD, CA 92010
OFFICE: 760.633.1833
FAX: 760.633.3115
www.CenergyPower.com

APPROVED: Rocky D. Dominick, Project Engineer, Date: 8/27/2018

PROJECT: SOLAR INSTALLATION
OWNER: CITY OF MONTEREY PARK LIBRARY
ADDRESS: 318 S RAMONA AVE, MONTEREY PARK, CA 91754
SHEET TITLE: SOLAR CARPORT MODULES INSTALLATION
SHEET NO.: C3
DRAWN BY: JD/SD
DATE: 8/27/2018



PLAN NOTES

1. SOLAR PANELS: HANWHA Q-CELLS SOLAR MODULES, Q.PEAK DUO L-G5.2 385W
2. TOTAL STRINGS: 24 (18 PANELS PER STRING).
3. SOLAR PANELS QUANTITY: 432 PANELS.
4. SOLAR CARPORT AREA: 8,538 SF.
5. INVERTER: 2 UNITS - SUNGROW INVERTER SG-60KU-M (60KW).
6. CARPORT ARRAY AZIMUTH: 270 DEG.
7. CARPORT ARRAY TILT: 3.0 DEG
8. COLUMN QUANTITY: 10 COLUMNS.
9. CARPORT SYSTEM: TBD
10. TOTAL CAPACITY: 166.3200 KW-DC (STC).
    120.0000 KW-AC (NAMEPLATE).

PLAN NOTES

NOTE:
THE CONSTRUCTION SHALL NOT RESTRICT A FIVE-FOOT CLEAR AND UNOBSTRUCTED ACCESS TO ANY WATER OR POWER DISTRIBUTION FACILITIES (POWER POLES, PULL-BOXES, TRANSFORMERS, VAULTS, PUMP VALVES, METERS, APPURTENANCES, ETC.) OR TO THE LOCATION OF THE HOOK-UP. THE CONSTRUCTION SHALL NOT BE WITHIN TEN FEET OF ANY POWER LINES WHETHER OR NOT THE LINES ARE LOCATED ON THE PROPERTY. FAILURE TO COMPLY MAY CAUSE CONSTRUCTION DELAYS AND/OR ADDITIONAL EXPENSES.

THE CONSTRUCTION SHALL NOT BLOCK ANY EXISTING MECHANICAL, PLUMBING AND ATTIC VENTS.

NOTES

FIRE SIGN NOTES:
PROVIDE A SIGN AT THE MAIN ELECTRICAL SERVICE DISCONNECT INDICATING THAT THERE IS A SOLAR PHOTOVOLTAIC SYSTEM AND INDICATE THE LOCATION OF IT:

"CAUTION, THIS SERVICE IS CONNECTED TO A SOLAR PHOTOVOLTAIC SYSTEM".

PROVIDE A SIGN AT THE PHOTOVOLTAIC SYSTEM SWITCHGEAR IDENTIFYING IT:

"CAUTION SOLAR ELECTRICAL SYSTEM".

PROVIDE MARKING FOR ALL CONDUITS AND CABLES (MARKED EVERY 10 FEET), ENCLOSURES, JUNCTION BOXES, ETC. INDICATING THAT THEY ARE PART OF A SOLAR PHOTOVOLTAIC SYSTEM:

"CAUTION, SOLAR CIRCUIT".

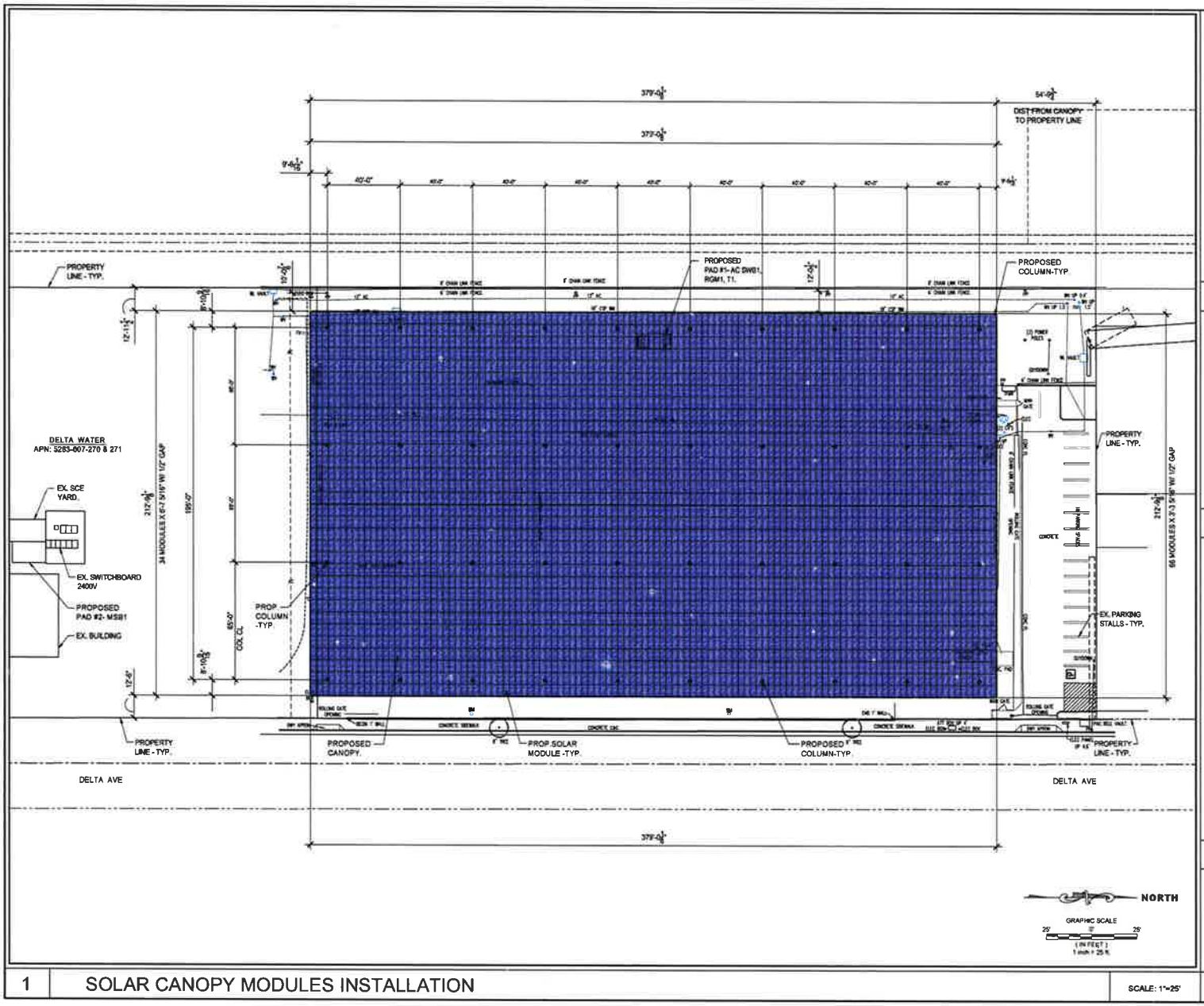
ALL MARKING SHALL BE WHITE LETTERING ON RED BACKGROUND, ALL CAPITALS, ARIAL OR SIMILAR FONT, NON-BOLD, 3/8" MINIMUM LETTER HEIGHT, REFLECTIVE, WEATHER RESISTANT MATERIAL."

FIRE SIGN NOTES

1 SOLAR CARPORT PANELS INSTALLATION — SCALE: 1"=20'

CENERGY POWER
3174 LONGHORN AVENUE, #11
CHALMETTE, CA 90670
OFFICE: 760.653.1933
FAX: 760.653.3116
www.CenergyPower.com
A DIVISION OF BAP POWER CORPORATION

PROJECT: CITY OF MONTEREY PARK SENIOR CENTER — SOLAR INSTALLATION
OWNER
ADDRESS: 400 W EMERSON AVE, MONTEREY PARK, CA 91754
SHEET TITLE: SOLAR CARPORT PANELS INSTALLATION
SHEET NO.: C3
DRAWN BY: RJ/DO
DATE: 9/21/2018



1 SOLAR CANOPY MODULES INSTALLATION SCALE: 1"=25'

PLAN NOTES

1. SOLAR MODULES: HANWHA Q CELLS SOLAR MODULES, Q.PEAK DUO L-G5.2-385W.
2. TOTAL STRINGS: 264
3. SOLAR MODULES QUANTITY: 3,648 MODULES.
4. TOTAL CANOPY AREA: 80,837 SF.
5. INVERTER: 17 UNITS - SUNGROW INVERTER SG-80KU-M (80KW).
6. CANOPY ARRAY AZIMUTH: 90, 270 DEG.
7. CANOPY ARRAY TYPE: FIXED TILT.
8. CANOPY ARRAY TILT: 3.0 DEG.
9. TOTAL COLUMN QUANTITY: 40 COLUMNS.
10. CARPORT SYSTEM: TBD.
11. TOTAL CAPACITY: 1.40448 MW-DC (STC). 1.02000 MW-AC (NAMEPLATE).

PLAN NOTES

NOTE:
THE CONSTRUCTION SHALL NOT RESTRICT A FIVE-FOOT CLEAR AND UNOBSTRUCTED ACCESS TO ANY WATER OR POWER DISTRIBUTION FACILITIES (POWER POLES, PULL-BOXES, TRANSFORMERS, VAULTS, PUMP VALVES, METERS, APPURTENANCES, ETC.) OR TO THE LOCATION OF THE HOOK-UP. THE CONSTRUCTION SHALL NOT BE WITHIN TEN FEET OF ANY POWER LINES WHETHER OR NOT THE LINES ARE LOCATED ON THE PROPERTY. FAILURE TO COMPLY MAY CAUSE CONSTRUCTION DELAYS AND/OR ADDITIONAL EXPENSES.

THE CONSTRUCTION SHALL NOT BLOCK ANY EXISTING MECHANICAL, PLUMBING AND ATTIC VENTS.

NOTES

FIRE SIGN NOTES:
PROVIDE A SIGN AT THE MAIN ELECTRICAL SERVICE DISCONNECT INDICATING THAT THERE IS A SOLAR PHOTOVOLTAIC SYSTEM AND INDICATE THE LOCATION OF IT:

"CAUTION, THIS SERVICE IS CONNECTED TO A SOLAR PHOTOVOLTAIC SYSTEM".

PROVIDE A SIGN AT THE PHOTOVOLTAIC SYSTEM SWITCHGEAR IDENTIFYING IT:

"CAUTION SOLAR ELECTRICAL SYSTEM".

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"CAUTION, SOLAR CIRCUIT".

ALL MARKING SHALL BE WHITE LETTERING ON RED BACKGROUND, ALL CAPITALS, ARIAL OR SIMILAR FONT, NON-BOLD, 3/8" MINIMUM LETTER HEIGHT, REFLECTIVE, WEATHER RESISTANT MATERIAL."

FIRE SIGN NOTES

CENERGY POWER
A DIVISION OF BAP POWER CORPORATION
UNMATCHED CLEAN ENERGY
3178 LAURELES AVENUE, #11
CARLSBAD, CA 92010
OFFICE: 760.603.1533
FAX: 760.603.3116
www.cenergypower.com

REVISIONS

NO.	DATE	DESCRIPTION
1	8/21/2018	ADDED PLAN NOTES

APPROVED
DESIGNED & DRAWN
DATE: 8/21/2018

PROJECT: SOLAR INSTALLATION
OWNER: CITY OF MONTEREY PARK DELTA WATER
ADDRESS: 2017 DELTA AVE, MONTEREY PARK, CA 91775
SHEET TITLE: SOLAR CANOPY MODULES INSTALLATION
SHEET NO.: C3
DRAWN BY: AJ/SD DATE: 8/21/2018

ATTACHMENT 3
Draft City Council Resolution

RESOLUTION NO.

A RESOLUTION APPROVING EXEMPTIONS TO SETBACKS AND LOT COVERAGE PERCENTAGE AT THE MONTEREY PARK BRUGGEMEYER LIBRARY IN THE R-3 ZONE PURSUANT TO MPMC § 21.02.200.

THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1. *Recitals.* The City Council finds and declares as follows:

A. On September 7, 2016, the City Council approved an Agreement with Cenergy Power for solar photovoltaic generation system at four City facilities: City Hall, Bruggemeyer Library, Langley Senior Center, and Delta Water Facility.

B. Upon review of the preliminary plans for the solar canopy layout at the Bruggemeyer Library, the Planning Division determined that proposed improvements would encroach into setback requirements and that the lot coverage percentage could exceed the maximum allowed for the zone.

C. Cenergy requested approval for an exemption from the MPMC regulations to encroach into the minimum required 5-feet rear setback and 25-feet front setback, and to exceed the maximum 35% lot coverage, for the construction of the solar canopies (the "Project").

D. The City has reviewed the Project's environmental impacts under the California Environmental Quality Act (Pub. Res. Code §§ 21000, *et* seq., "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Reg. §§ 15000-15387).

E. This Resolution and its findings are made based upon the testimony and evidence presented to the Planning Commission at its July 10, 2018 public hearing and October 3, 2018 City Council meeting.

SECTION 2. *Factual Findings and Conclusions.* The City Council finds as follows:

A. The property for the Project is zoned R-3 (High Density Residential) and designated P-F (Public Facility) in the General Plan.

B. The Bruggemeyer Library is located at 318 S. Ramona Ave, one lot south of W. Newmark Ave.

C. To the north is Telacu Monterey Park Plaza (senior housing development), to the west is the Civic Center, to the south is the Boy's and Girl's Club, and to the east is Sheppard of the Hill Church.

D. At the Bruggemeyer Library, the Project will encroach 15 feet into the minimum 25-feet front setback and provide no rear setback instead of the

minimum required 5-feet for an R-3 zoned property.

E. Additionally, Project will increase the lot coverage to 66% when the maximum lot coverage allowed is 35% for R-3 zoned property.

F. The Project was requested by the City; the property for the Project is owned by the City.

SECTION 3. *Environmental Assessment.* Based upon the findings set forth in Section 2, the Project is categorically exempt from additional review pursuant to CEQA Guidelines § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project.

SECTION 4. *Notice of Determination.* The City Manager, or designee, is directed to file a Notice of Determination in accordance with CEQA §§ 15075 and any other applicable law.

SECTION 5. *Public Projects Findings.* Pursuant to Monterey Park Municipal Code ("MPMC") § 21.02.200 (Government Facilities), the City Council makes the following findings:

A. *Reasonable attempts were made to comply with the zoning regulations in the MPMC.*

Other areas of the Bruggemeyer Library were considered, but there are safety restrictions to those areas: (1) impeding into the fire lane adjacent to the parking spaces over which the solar canopies would be constructed and (2) impeding into Southern California Edison's underground service that runs north toward a transformer service for the Bruggemeyer Library.

B. *Strict and literal interpretation and enforcement of Title 17 of the MPMC would inhibit the City's ability to maintain public health, safety, and general welfare in a particular instance; and*

The strict and literal interpretation and enforcement of the MPMC would inhibit the potential installation of solar canopies at the Bruggemeyer Library. Without the requested exemptions for the side and rear setbacks and lot coverage percentage the Project will not be possible.

C. *Granting of the exemption will not be detrimental to the public health, safety, and general welfare or materially injurious to properties or improvements in the vicinity.*

There will be no safety or aesthetic concerns to the public with the proposed location of the solar canopies.

SECTION 6. *Approval.* Based on the foregoing, the City Council approves the exemptions to the setbacks and lot coverage percentage at the Monterey Park Bruggemeyer Library for solar canopies and exempts the Project from MPMC setback and lot coverage requirements set forth in MPMC Title 21.

SECTION 7. *Reliance On Record.* Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 8. *Limitations.* The City Council's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 9. *Severability.* If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provision or application and, to this end, the provisions of this Resolution are severable.

SECTION 10. *Preservation.* This Resolution does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Resolution's effective date. Any such amended part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Resolution.

SECTION 11. This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 12. This Resolution is the City Council's final decision and will become effective immediately upon adoption. Any challenge brought to this Resolution must be filed within 90 days pursuant to Code of Civil Procedure § 1094.6.

SECTION 13. The City Clerk is directed to certify the adoption of this Resolution.

PASSED AND ADOPTED this ___ day of _____, 20___.

_____
Stephen Lam, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

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

By: _____
Karl H. Berger, Assistant City Attorney

City Council Staff Report

DATE: October 3, 2018

AGENDA ITEM NO: **Consent Calendar Agenda Item 3-I.**

TO: The Honorable Mayor and City Council

FROM: Mark A. McAvoy, Director of Public Works/City Engineer

SUBJECT: Grant of Easement to Southern California Edison for Maintenance and Installation of Electrical Facilities within Parking District No. 2

RECOMMENDATION:

It is recommended that the City Council:

1. Approve Southern California Edison's Offer to Purchase a Grant of Easement, in the amount of $7,700.00, on City owned property known as Assessor Parcel Number 5255-008-900, containing an area of approximately 125 square feet;
2. Authorize the City Manager to sign the Offer Letter and Grant of Easement documents, and other documents as necessary to complete the transaction; and
3. Take such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

The lead agency for the proposed project is Southern California Edison. The easement purchase by itself does not meet the definition of a "project" under CEQA Guidelines.

EXECUTIVE SUMMARY:

Southern California Edison (SCE) has offered to purchase an easement needed for an upcoming electrical facilities maintenance project, located at Parking Lot No. 2. The appraisal identified just compensation amount of $7,700. Staff is recommending approval of the Grant of Easement.

BACKGROUND:

Beginning in 2017, SCE approached the City regarding the purchase of an easement needed for replacement of an existing electrical utility vault, located at City owned property on the east side of Garfield Avenue, north of Garvey Avenue, within the City's Parking Lot No. 2. The property is Assessor Parcel Number 5255-008-900. Within the City's parking lot is a portion of an electrical circuit that is in need of upgrades. The existing vault will be replaced with a new vault, and the new vault is larger in size and has a larger footprint than the existing vault. SCE has an existing easement for the existing vault, but due to the increased size of the new vault, a larger easement is needed.

In late April 2018, SCE submitted a letter requesting to purchase the easement (project letter and offer letter attached). The new easement size is approximately eleven feet by twenty-five feet (11' x 25'), which is an increase of approximately 125 square feet over the original easement. The Real Properties Department at SCE prepared an appraisal for the easement, which values the new easement on the parking lot property at approximately $7,700. A copy of the appraisal is attached.

Staff has reviewed the proposed easement against future projects, and does not anticipate any conflicts. Staff reviewed the appraisal and is comfortable with the compensation offered. Therefore, staff recommends approval of the Grant of Easement.

FISCAL IMPACT:

SCE has offered $7,700 for the easement, and these funds will be deposited into the General Fund undesignated reserves.

Respectfully submitted by:

Mark A. McAvoy
Director of Public Works/
City Engineer

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. SCE Project Letter, dated April 24, 2018
2. SCE Offer Letter
3. Grant of Easement
4. Appraisal

ATTACHMENT 1
SCE Project Letter, dated April 24, 2018

SOUTHERN CALIFORNIA EDISON®

An *EDISON INTERNATIONAL*® Company

April 24, 2018

City of Monterey Park
City Manager's Office
320 West Newmark Avenue
Monterey Park, CA 91754

SUBJECT: Electrical Design Change to Area: East side of Garfield Avenue, north of Garvey – Monterey Park
Work Order: TD1265630
Reference No: DSB801677461

To Whom it May Concern:

In order for the Southern California Edison Company (SCE) to continue to provide your area with quality electrical service, some electrical changes are required to a portion of an electrical circuit that passes through the above-referenced location. These changes require the installation of some new electrical equipment. To implement these changes, it is necessary for Edison to acquire rights of way from you.

Edison will need an easement to permit the installation and maintenance of electrical facilities on your property. Specifically, SCE is in need of replacing an existing underground structure with a new vault. The proposed new vault has a larger footprint and consequently, SCE's existing rights are insufficient for this upgrade. The approximate work location is shown on the enclosed aerial photo.

SCE recently completed an evaluation of the subject property. Based on comparable locations it was determined that the fair market value for the easement on your property is $7,700.00. The basis for this determination is explained in the attached Appraisal Summary Statement.

Enclosed please find an original and one copy of a Grant of Easement. Please have the original Grant of Easement signed, have the signatures notarized and return in the envelope provided. Please ensure that the notary stamp is clear and legible to aid in recording by the County Recorder's Office. **If you prefer the Edison Company to arrange for a notary service to come to you, please contact me at (714) 568-1800 ext. 224**. Please keep the map and the copy of the easement for your records. Also enclosed is a mandatory tax form (W-9) that needs to be filled out by you and returned along with the signed easement. Lastly, please sign and date the enclosed Offer Letter.

The Southern California Edison Company sincerely appreciates your cooperation on this issue. All planned work for this easement will be done at no cost to you, our customer. Future maintenance of equipment installed will be at the expense of Edison and will be solely Edison's responsibility.

Should you have any questions regarding the Grant of Easement, please feel free to call me at (714) 568-1800 ext. 224.

Again, thank you very much for your time and consideration.

Sincerely,

Cindy Terry
Right of Way Services
Acting on behalf of Southern California Edison

2131 Walnut Grove Avenue
Rosemead, CA 91770

GPS:N 34° 03' 46.7"
W118° 07' 21.6"
POTHOLE REQ'D
SH30 FLY REQ'D
EASEMENT REQ'D

2 SPECIAL ORDER
CI: V5053928 VAULT
7'x14'x8' TUB STYLE
W/2-8" GRADE RINGS

IN: 3-600A 2WAY SPL (FIG. "G")(350)
6-GRD & RACK KIT

MI: 20' 3-1/C 350 JCN

NOTE: -PTC REQ'D
-NO TC REQ'D
-LOCATED IN PARKING LOT

GPS:N 34° 03' 46.7"
W118° 07' 21.6"
CR: M5053928 MANHOLE 1
4'x6'6"x7'

NOTE: CONTRACTOR TO ADJUST CONDUITS AS NECESSARY FOR STRUCTURE INSTALLATION -EXISTING CABLE HAS NO SPLICES

ENDWALL DETAIL

4" 3/C 350 XLP TO V3927 (PICADOR 16KV) — 4" - SL 2-#6
4" VACANT — 4" VACANT
4" VACANT — 4" VACANT
4" MANDREL GOOD TO V3927 — 4" MANDREL GOOD TO V3927

M5053928 L/E

ENDWALL DETAIL

1" SL
4" VACANT — 4" 3/C 350 XLP TO 2123E (PICADOR 16KV)
4" VACANT — 4" VACANT
4" VACANT — 4" VACANT
4" VACANT — 4" VACANT

M5053928 L/W

GARFIELD AVE.

GARVEY AVE.

LINCOLN AVE.

SURVEYED
DATE: 6-13-17

WARNING:
-CATV LOCATIONS SHOWN ARE APPROXIMATE POTHOLE FOR EXACT LOCATION.
-STREET LIGHT (CITY OWNED) LOOKUPS NOT AVAILABLE FROM CITY OR COUNTY.
-STORM DRAIN IMPROVEMENT PLAN LOOKUPS FOR N/W CORNER OF GARVEY AVE. & GARFIELD AVE. WERE NOT AVAILABLE.

DATE	REVISION DESCRIPTION	APPROVED	DRAWN	CHECKED
3/19/18	ROTATED NEW VAULT 180 DEGREES AND MOVED STRUCTURE NORTH FOR ESWT.			

INVENTORY MAP NO:
135-4249-5
135-4251-0
134-4248-1 OH

SCALE: 1 IN = 30 FT
0 30 60

UNDERGROUND SERVICE ALERT
Dial 811
Call USA
For Underground Locating
2 Working Days Before You Dig

FINAL DESIGN
APPROVED FOR CONSTRUCTION

CONTRACT PLANNER: JULIAN MARTINEZ PHONE: 909-952-9450

DISTRICT: 22 – MONTEBELLO	PROJ MGR: STEPHEN BACH PHONE: 714-796-9962	PLANNER: DAVID VALDEZ PHONE: 909-820-5509	SR NO.: 2337122
FOREMAN	TRUCK NO. P/K	INVENTORY MAP NO. SEE ABOVE	THOMAS GUIDE: LA 635 B-2
CSD 140 Y__ N__	BY-PASS CODE	EXISTING CHANGE TO	TLM CHECKED
PRODUCT/SAP NO.: TD1265630	PRODUCT/SAP NO.		PRODUCT/SAP NO.

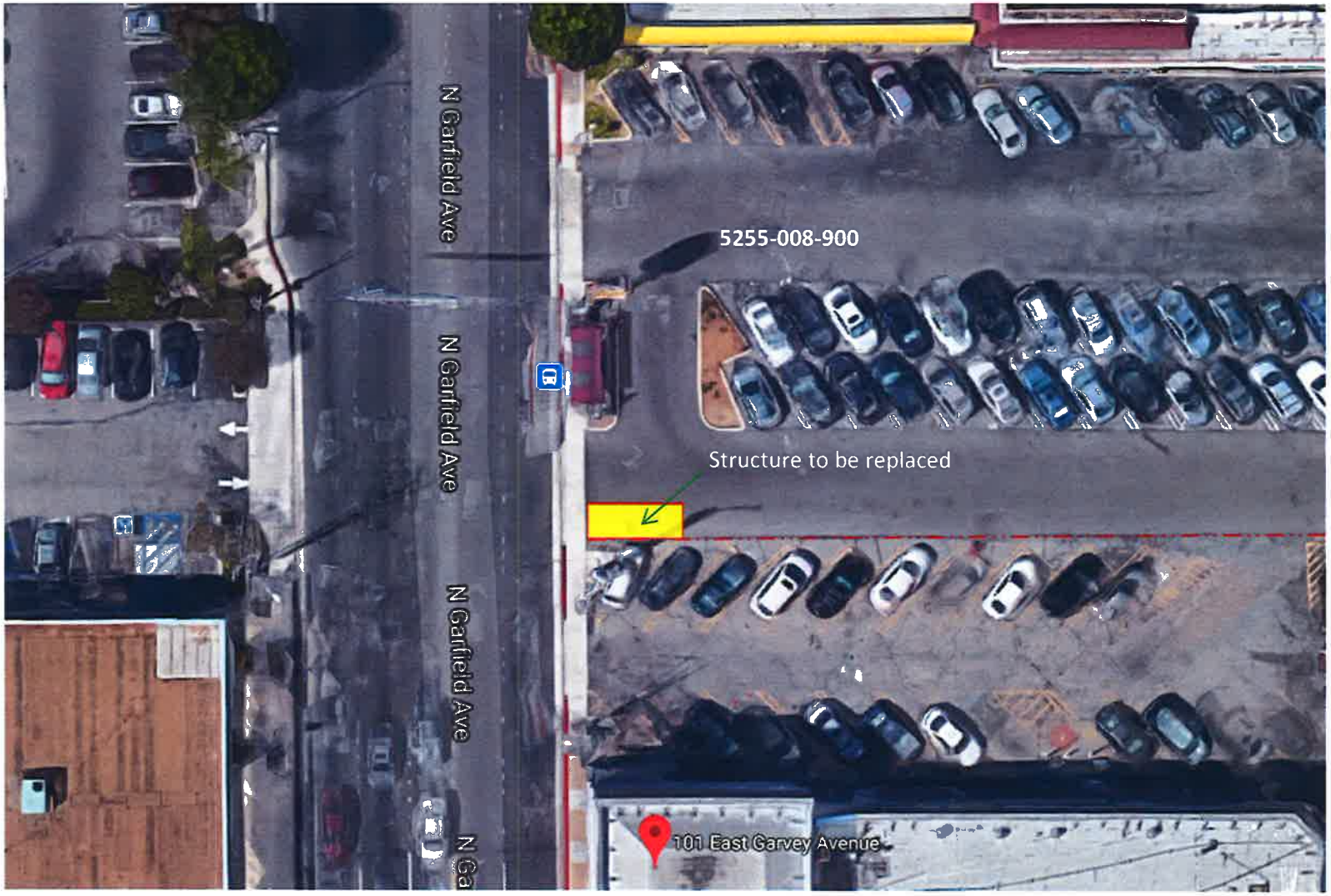
GRID NO.
DESIGN NO.: 923193
J.P.A. NO.
W.O.AD
ASSOCIATED DESIGN NO.

PROPOSED CONSTRUCTION (LOCATION)
2018 UG STRUCTURE REPLACEMENT
GARFIELD AVE. & GARVEY AVE.
MONTEREY PARK

P	9/14/17		PAR/JT		
B	7/12/17	SR/PAR/JT	PAR/KR	52962	
TYPE	APPROVED BY	DATE	CHECKED BY	DRAWN BY	PAX #

Southern California Edison Company

SHEET 2 OF 2
JOB NO. 0923193



Approximate Easement Area (11' by 25')

ATTACHMENT 2
SCE Offer Letter

SOUTHERN CALIFORNIA EDISON®
An EDISON INTERNATIONAL® Company

April 24, 2018

Subject: Southern California Edison's Offer to Purchase Grant of Easement
Work Order: TD1265630
Reference No.: DSB801677461

City of Monterey Park:

Southern California Edison (SCE) is offering to purchase the right of way easement across your property in the City of Monterey Park, County of Los Angeles, State of California, identified as Assessor Parcel Number: 5255-008-900 for the amount of $7,700.00. The amount is based on the appraised fair market value of the easement, as determined by a licensed appraiser in compliance with all State regulations. A copy of the appraisal summary is enclosed for your review and file.

If you accept this offer, please sign in the space(s) below and return this letter to acknowledge your acceptance. Please sign and notarize the Grant of Easement document. The original Grant of Easement and signed Offer Letter need to be mailed to my office at your earliest convenience. Once these items are received, a check in the amount of the offer will be promptly forwarded to you. Thank you for your cooperation in this matter.

AGREED and ACCEPTED:

BY:_____
Authorized Signer Print Name Date

BY:_____
Authorized Signer Print Name Date

BY:_____
Elizabeth Straley, SCE Date

ATTACHMENT 3
Grant of Easement

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON

An *EDISON INTERNATIONAL* Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Valuation

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

GRANT OF EASEMENT

DOCUMENTARY TRANSFER TAX $_____	DISTRICT	SERVICE ORDER	SERIAL NO.	MAP SIZE
____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED ____ OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE	Montebello	TD1265630		
_____ SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	FIM 135-4249-2 APN 5255-008-900	APPROVED: REAL PROPERTIES DEPARTMENT	BY SLS/CT	DATE 03/21/18

CITY OF MONTEREY PARK, a municipal corporation (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of Los Angeles, State of California, described as follows:

THE WESTERLY 25.00 FEET OF THE SOUTHERLY 11.00 FEET OF LOT 119 OF RAMONA ACRES, AS PER MAP RECORDED IN BOOK 10, PAGE 19 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN THAT CERTAIN GRANT OF EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED AUGUST 19, 1966, AS INSTRUMENT NO. 3172, IN BOOK D3404, PAGE 180, OF OFFICIAL RECORDS, SAID COUNTY RECORDER'S OFFICE.

CONTAINING AN AREA OF APPROXIMATELY 125 SQUARE FEET.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this _____ day of _____, 20____.

GRANTOR

CITY OF MONTEREY PARK, a municipal corporation

_____
Signature

_____
Print Name

_____
Title

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation

_____
Signature

_____
Print Name

_____
Title

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ATTACHMENT 4
Appraisal

SOUTHERN CALIFORNIA EDISON®

An *EDISON INTERNATIONAL®* Company

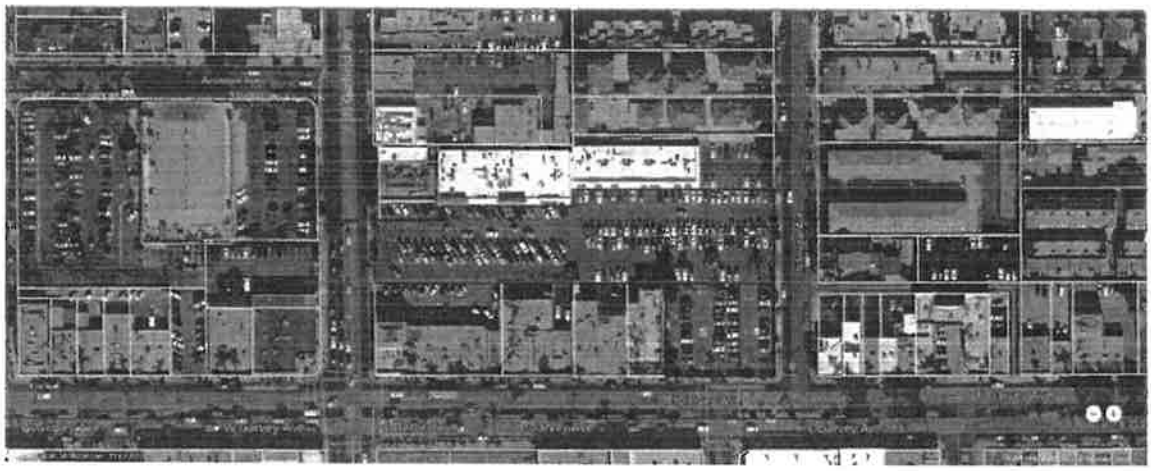
Real Properties Department ***April 20, 2018***
Real Estate Valuation

Cindy Terry
Spectrum Land Services
725 W. Town and Country Road, Suite 410
Orange, CA 92868
(714) 568-1800 x 224

SUBJECT: DSB: Owner: City of Monterey Park
Parcel #5255-008-900
Lat: 34.06234 Lon: -118.12073
File # 17-113, Not# 203510119, WO# 801677461

The following appraisal is reported in a summary format for the valuation of a utility easement for the installation of an underground conduit. The following report is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP) for the specific type of appraisal and report. This report incorporates, by reference, the data and valuation analysis contained in the office file. The information contained in this report is specific and confidential to the needs of The Southern California Edison Company (the Client); the appraiser is not responsible for unauthorized use of this report. Additional supporting information is contained in the appraiser/company work file and may be provided upon request.

Southern California Edison (SCE) is currently seeking to obtain a proposed electrical distribution easement on a portion of the subject larger parcel for the installation of a new underground vault where existing rights are insufficient. The subject parcel is currently improved with an asphalt-paved parking lot owned by the City of Monterey Park. The subject larger parcel is identified by the following highlighted LandVision map.



The subject larger parcel is in a dense commercial/retail area of the City of Monterey Park. The subject site is also located at the northeast corner of E. Garvey Avenue and N. Garfield Avenue which is one of the heaviest traveled intersections within the region. Garfield Avenue is a north/southbound four-lane arterial thoroughfare that provides northbound access to neighboring Alhambra and South Pasadena; and southbound access into through the city limits and into neighboring East Los Angeles. E. Garvey Avenue is a heavily traveled, four-lane arterial thoroughfare that provides eastbound access to the neighboring City of San Gabriel, and westbound access to the City Terrace neighborhood of East Los Angeles. The subject area primarily consists of commercial office/retail uses along with a mix of multi-tenant residential buildings along major thoroughfares. Secondary streets are improved with a mix of single-family residential homes, multi-family apartments, and townhome condominium developments.

The subject is located less than a ¼ mile south of the Santa Monica (10) Freeway which provides eastbound access through the south San Gabriel Valley and into the Inland Empire; and westbound access into the downtown Los Angeles Interchange. The Pomona (60) Freeway is located approximately ¾ mile south of the subject and also provides eastbound access through South San Gabriel Valley and westbound access to the Downtown Los Angeles Interchange. The subject is also ideally located approximately ¾ mile east of the Long Beach (710) Freeway which provides southbound access to the City of Long Beach. There are ample neighborhood support services within the immediate area as this is a relatively mature area of the San Gabriel Valley with minimal vacant land to develop. Any developable land typically consists of infill redevelopments.

The utility easement area consists of a strip of land that has a gross land area of approximately 125 square feet. The easement area is located at the southern border of the subject parcel.

The purpose of the easement is for the installation of a new underground vault where no existing rights are present. The utility easement area will largely restrict sub-surface, surface, and partial aerial rights, and will not be situated beneath any building

structures, only landscaped and hardscaped areas. All site improvements, if any, will be replaced in kind or protected in place as part of the project.

Specifically, SCE is seeking "an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of Los Angeles, State of California".

A copy of the Grant of Easement deed is located in the addenda.

BASIS OF VALUATION

"Fair Market Value", as defined pursuant to California Code of Civil Procedure in Article 4, is as follows:

Measure of Compensation for Property Taken.

1263.320 (a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

(b) The fair market value of the property taken for which there is no relevant market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

1263.330 The fair market value of the property taken shall not include any increase or decrease in the value of the property that is attributable to any of the following:
(a) The project for which the property is taken;
(b) The eminent domain proceeding in which the property is taken;
(c) Any preliminary actions of the plaintiff relating to the taking of the property.

1263.420 Damage to the remainder is the damage, if any, caused to the remainder by either or both of the following:
(a) The severance of the remainder from the part taken;
(b) The construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not damage is caused by a portion of the project located on the part taken.

1263.430 Benefit to the remainder is the benefit, if any, caused by the construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not the benefit is caused by a portion of the project located on the part taken.

"Easement" as defined in the Dictionary of Real Estate Appraisal (6th Edition), Appraisal Institute, page 71, is as follows: The right to use another's land for a stated purpose.

SUBJECT DATA

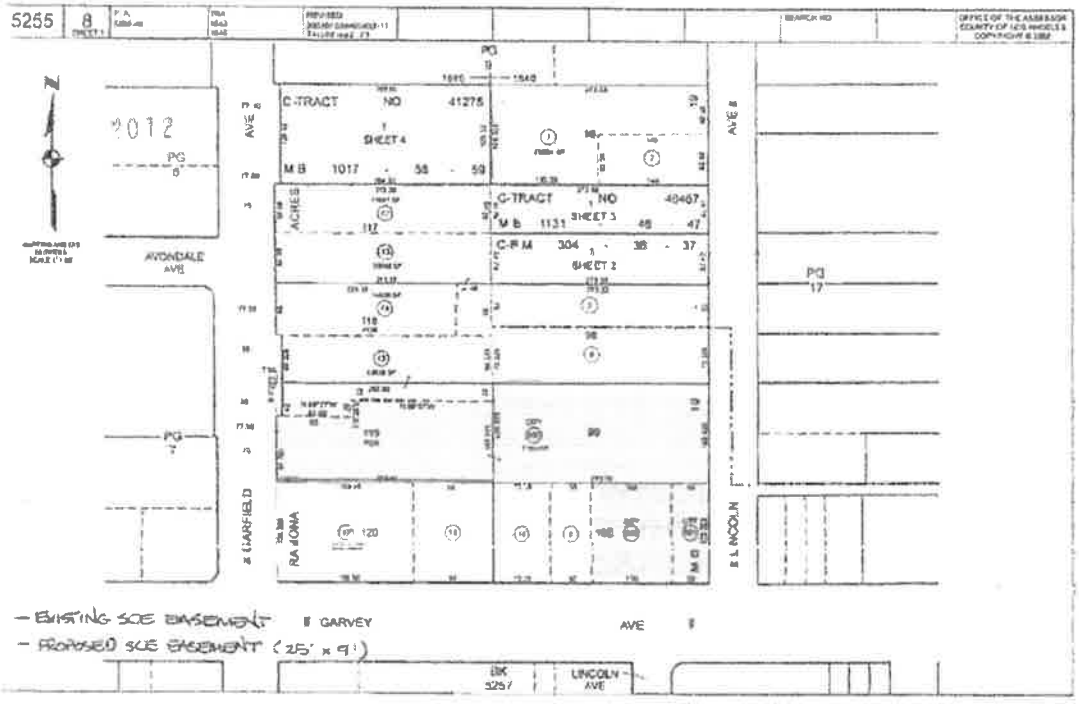
Land Owner and Property History:	According to public records, the owner of record is the City of Monterey Park. No title report was provided for review. Ownership is assumed to be accurate, but may be otherwise.
Property Sales History	According to public records, there has been no market transfers within the past five years. There are no known apparent current agreements, options, or listing of the subject larger parcel for sale.
Location:	The subject larger parcel is located at the northwestern corner of E. Garvey Avenue and N. Lincoln Avenue, within the City of Monterey Park.
Larger Parcel:	Larger parcel is defined as "In governmental land acquisitions, the tract or tracts of land that are under the beneficial control of a single individual or entity and have the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use."[1] The larger parcel may be all of the parcels, part of a parcel, or several parcels, depending on the unity of legal ownership, unity of use, and contiguity. For there to be unity of title, the parcel(s) must be owned or controlled by the same individual or group of individuals. Unity of use requires that the parcel(s) possess the same use, or an integrated use, with the land. It is controlled by the highest and best use of the parcel(s). Although contiguity is not always required, normally parcels sharing this unity are physically contiguous to one another. If two parcels, for instance, are separate and devoted to different uses, the taking of one parcel will not damage the other parcel. In this appraisal, the proposed acquisition area is located on a single legal parcel noted as Assessor Parcel Number ("APN"): 5255-008-900. The subject's larger parcel however, includes two adjacent parcels at the northwestern corner of E. Garvey Avenue and N. Lincoln Avenue, also referenced as Parcel No. 5255-008-901 and 5255-008-902. These parcels are also owned by the City of Monterey Park, and are also utilized and improved with open-space parking. The subject larger parcel totals 72,760± square feet or 1.67± acres, and is irregular in shape.

[1] *Dictionary of Real Estate Appraisal* (Fifth Edition, 2010), Appraisal Institute, page 110.

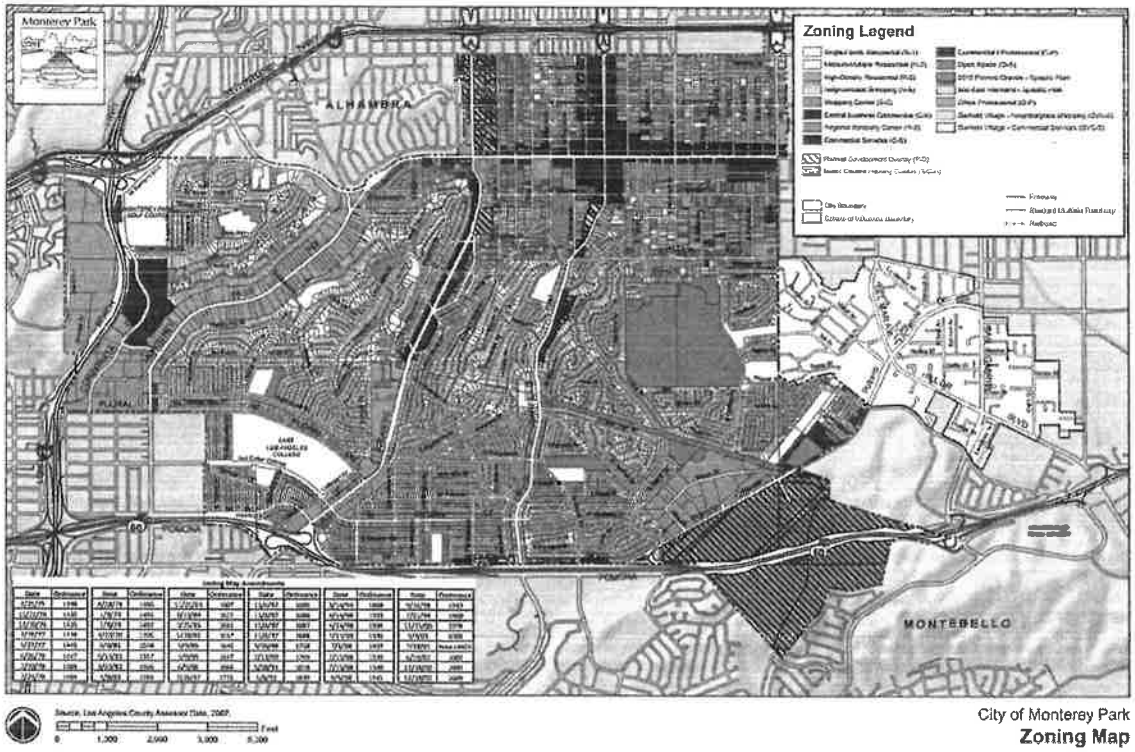
APN: 5255-008-900; 901, and 902

Ownership: City of Monterey Park

Size and shape: Per the plat map, the subject larger parcel is irregular in shape and contains a total land area of 72,760± square feet or 1.67± acres.



Interest Appraised:	Proposed permanent utility easement over assumed fee simple land.
Property Type:	Parking Lot
Present Use:	Parking Lot
Encumbrances:	Unknown – title report not provided.
Topography:	Generally level.
Utility services:	Utility services available.
Environmental:	Unknown: no specific documentation provided for review. Appraisal assumes no environmental factors to prohibit future development.
Hazardous Materials:	None known – appraisal assumes no hazardous materials.
Zoning:	The subject larger parcel is governed by the Zoning and General Plan established and enforced by the City of Monterey Park Planning Department. The subject is zoned (C-B) Central Business Commercial, which is a commercial zone allowing multiple uses including the subject's current open-space parking lot use. The subject is within the Downtown Core district of the general plan which is aligned with the subject's underlying zoning. It is also worth noting that under the subject's C-B zone, high-density multi-family is also an allowable use. In addition, it is noted that there is no minimum side setback areas abutting commercial use. Please see the City of Monterey Park zoning map on the following page.



City of Monterey Park
Zoning Map

General Plan: The General Plan Land Use designation is within the Downtown Core District which is consistent to the subject's underlying zoning.

Highest and Best Use As-vacant: Commercial Retail/Office Development

Purpose and Intended Use: This appraisal is provided for internal Edison valuation purposes to determine the value of granting an easement to Southern California Edison for utility purposes. The intended use is for Southern California Edison Real Properties staff to assist in negotiations of the property rights and is considered confidential. The report is not intended for any other use. The intended users of this report are the SCE Real Properties staff (the Client) and their representatives.

Date of value: The date of value is December 7, 2017

Date of Inspection: No visual inspection was performed. Improvements noted on the subject larger parcel was gathered from aerial imagery from Google Earth Pro and LandVision.

Date of Report: The date of report is April 20, 2018.

Methodology:

In this appraisal, the most applicable approach is the Sales Comparison Approach. The Cost and Income Approach were not included as the subject property's portions of land right to be acquired is only improved with landscaping.

Sales Comparison Approach – The Sales Comparison Approach is based on the consideration of comparable land sales and is applicable to the valuation of the land rights to be acquired. Since only a portion of the land rights are proposed to be acquired (and valued), only the land will be analyzed.

Cost Approach – The Cost Approach is based in part on a replacement cost new of improvements less depreciation. Since the property right being appraised is an easement and does not impact any improvements (if present), the Cost Approach is considered not applicable or appropriate.

Income Capitalization Approach – The Income Approach is based on an analysis of income produced from the property and expenses to the property. Since only the underlying land value is considered, the Income Capitalization Approach is not applicable.

Therefore, the only applicable and appropriate method to estimate the value of the unencumbered fee land is the Sales Comparison Approach.

It is assumed that the easement being acquired is a permanent easement and the proposed electrical facilities would be in a location that is minimally disruptive to the land, while being necessary to the electrical system.

For the purposes of this appraisal, the unit of comparison used is price per square foot. Considering the subject's size, this unit is a common unit of comparison used by buyers and sellers of land in this area.

ACQUISITION DATA

Area to be Acquired:	Permanent Easement area consists of a strip of land with a gross area of approximately 125± square feet. The easement area is located at the southern border corner of the subject parcel.
Location of Acquisition Within parcel:	The proposed strip of land for a utility easement is situated at the southern border of the subject parcel.
Severance Damages:	I have concluded that there is no severance damages as a result of the part acquired or the construction in the manner proposed. In the before and after analysis, there is no market evidence that the easement will negatively influence the current use of the land.
Benefits:	None noted.

VALUATION DATA

Scope of Work: The scope of this assignment is limited to:

- Aerial photos provided by LandVision. **No Visual inspection was performed.**
- Consulted relevant public records for the subject larger parcel and sales and relevant portion of zoning ordinance with the city and/or planning department representatives.
- Researched local real estate market activity for recent sales of vacant land of similar zoning to the subject. Where possible, comparable sales were verified when possible with a party to or a real estate broker involved in the transaction.
- Secondary sources such as CoStar, LoopNet, Realist, MLS, and brokers.
- Internet websites were relied upon for data. Supporting data is retained in the appraiser's work file.
- Interviewed realtors who are active in the subject's area and surrounding markets.
- Analyzed the most comparable sales data to determine an appropriate unitary value estimate for the "unencumbered fee land."
- The appraisal is for land only and does not include any improvements or structures.

Vacant Land Sales Summmary

Sale No.	Location	Sale Date	Doc. ID	Zoning Grantor/Grantee	Area (Acres)	Area (SF)	Orientation/ Topography	Sale Price	Sale Price $/Acre	Sale Price $/SF
1	126 N. New Avenue Montery Park, CA 91755 APN: 5286-018-013 (Partial)	4/28/2017	0476575	R3 Lucky Eagle LLC / The Walnut Plaza	2.84	123,532	Irregular Flat	$12,000,000	$4,231,454	$97.14
2	3538 W. Beverly Blvd. Montebello, CA 90640 APN: 5249-001-017	3/16/2017	0300412	C2 HP Property Holdings LLC / Basa Ents LLC	0.11	5,000	Irregular Flat	$259,000	$2,256,408	$51.80
3	8828 Glendon Way Rosemead, CA 91770 APN: 5390-018-018	10/3/2016	1203868	C3 Maria Garcia / Qiao Garden Hotel Investment Inc.	0.55	24,174	Irregular Flat	$700,000	$1,261,355	$28.96
4	600 W. Valley Blvd. Alhambra, CA 91803 APN: 5357-004-005	7/22/2016	0860625	CPD Unique Property Investments Inc / D.A.E.C. Inc	0.13	5,624	Rectangular Flat	$450,000	$3,485,420	$80.01
5	120 W. Hellman Avenue Monterey Park, CA 91754 APN: 5255-002-016	8/19/2015	1020017	CP 120 Hellman Properties / Yvonne Yiu	0.43	18,530	Rectangular Flat	$2,092,500	$4,919,012	$112.92
6	3019 W. Beverly Blvd. Montebello, CA 90640 APN: 6343-001-026	5/4/2015	0505462	C2 Cuyama Holdings LLC / Broadway Realty Inc.	0.06	2,542	Rectangular Flat	$75,000	$1,285,208	$29.50
								Min:	**$1,261,355**	**$28.96**
								Max:	**$4,919,012**	**$112.92**
								Average:	**$2,906,476**	**$66.72**

LAND SALES MAP

Market Data discussion:

I researched the subject's market area for comparable land sales. In reviewing the market, we found comparable land sales that cover a marketing time from May 2015 to April 2017. These were the most recent and competitive sales in the subject market. The comparable sales range from $28.96 to $112.92 per square foot.

All the comparable sales were located within two miles of the subject within similar commercial districts. Sale No. 1, No. 4, and No. 5 are located closest to the subject in terms of proximity. All of the Sales with the exception of Sale No. 1 have commercial zoning designations similar to the subject. Although Sale No. 1 has a high-density multi-family residential zoning designation, multi-family use is allowable under the subject's C-B zone. In addition, Sale No. 1 is the most recent sale and has a similar location within Monterey Park. Sale No. 1 most similar in terms of size, compared to the subject's larger parcel.

Based on the above, the subject site is most similar to Sales No. 1, No. 2, No. 4, and No. 5 which has price/SF values of $97.14, $51.80, $80.01, and $112.92, respectively.

Based on the subject's ideal corner location within the heart of Monterey Park, and on one of the most heavily traveled intersections within the City, it is my opinion that an appropriate value indicator for the subject larger parcel would fall at the upper-end of the range at $95 per square foot.

Easement:

The typical appraisal method for valuing partial interests (as this easement), is the *before and after* method. In this method, the appraiser values the larger parcel before the taking (or easement) is implied, and then again after the easement is assumed to be in place. The difference (if any) is the amount attributed to the easement and is the value due to the owner. However, when lesser takings, or grants, are involved where such a before and after value would likely be nominal (due to impact, location, etc…) another approach and formula is often applied.

This formula basically estimates the value of the part taken (as a part of the whole), adds damages to the larger parcel (if any), subtracts special benefits (if any), and the difference is the value of the property interest in question. This method is based on the knowledge that property ownership is known as a "bundle of rights," where an ownership can be divided into separate sticks that comprise the "bundle." For example, certain sticks or rights represent the right to use the surface of the land, or the air rights around an airport, or the subsurface rights to acquire the right to run a pipeline. This latter method has been deemed appropriate and is used in this report. There were no damages or special benefits as a result of this easement.

Easement percentage of fee: Based on the use to which the easement will be put and the property rights imposed by the taking of the proposed easement, an appropriate percentage deduction to the previously concluded fee simple value of the property will be estimated. The loss in value has been quantified based on an apportionment of the impact on the subsurface and surface right estates of the property. The contributory value of the easement is roughly 65% of the concluded per unit value of the fee value for the property. Reasoning is provided as follows:

65% of fee: The "bundle of rights" of any ownership can be roughly divided into 3 areas: subsurface rights and surface rights. The percentages of fee commonly attributed to the areas are 25% subsurface, 50% surface, and 25% aerial. The purpose of the easement is for the installation of new underground conduits and related surface structures where there are no current exiting rights. The utility easement area will restrict sub-surface, surface, and partial air rights, and will not be situated beneath any building structures, only landscaped and hardscaped areas. All site improvements, if any, will be replaced in kind or protected in place as part of the project. It is assumed this easement will affect the subsurface, surface, and partial air rights. This is typically tempered by set-back requirements and development restrictions, as no building improvements would be permitted in the acquisition area. However, under the subject's current zoning designation, there are no side-yard setback requirements abutting commercial development. As such, the percentage of rights to be acquired is considered 65% of the underlying fee rights within the proposed easement area.

Reconciliation: The information presented here exhibit recent market activity and valid research for land uses in the area of the subject. Taking these factors into consideration, and weighing the appropriateness, quantity and quality of the data to support a value, it is my conclusion that the data is determined to be applicable comparable unit values of the unencumbered land.

Considering the information provided along with subject's location and physical characteristics, it is my opinion that the unit value indicator for the unencumbered interest (market value) is $95 per square feet.

Easement areas: The easement area (dedication area) to be acquired consists of 125 square feet for a utility easement for the installation of a new underground vault. The utility easement area will restrict underground, surface, and partial air rights, and will not be situated beneath any building structures, only landscaped and hardscaped areas. All site improvements, if any, will be replaced in kind or protected in place as part of the project. The land rights granted can be adjusted to a lower percentage of fee in comparison to granting the entire bundle of rights. Typically, this easement would prohibit most of the uses of the property owner and would constitute the majority of the bundle of rights. Assuming that SCE will reserve the rights in the proposed document, the easement is believed to represent 65% of the value of the unencumbered fee.

Calculations:

VALUE OF THE PROPSED EASEMENT AREA									
Unit of Value								Per Sq.Ft.	Per Acre
Concluded Fee Simple Value Per Unit:								$95	$4,138,200
Easement Area to be Acquired:								125	0.003
Percent of Fee Simple Value:	65%							$62	$2,689,830
CONCLUDED JUST COMPENSATION:	125	SF	X	$95	X	65%	=	$7,719	
ROUNDED:	$7,700								

$7,700
(SEVEN THOUSAND SEVEN HUNDRED DOLLARS)

Eric Chang, CGREA
CA #AG044852
Expires August 15, 2019
Real Properties – Valuation

Assumptions and Limiting Conditions

Standards Rule (S.R.) 2-1 of the *Standards of Professional Appraisal Practice of the Appraisal Institute* requires the appraiser to "clearly and accurately disclose any extraordinary assumption or limiting condition that directly affect" the report and indicate its impact on the value range. In compliance with S.R. 2-1 and to assist the reader in interpreting this report, such assumptions and limiting conditions are set forth as follows:

1. The term "Market Value," as used in this report, is defined as:

   (a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

   (b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable."[2]

2. The conclusions and opinions expressed in this report apply to the date of value set forth in this report. The dollar amount of any value opinion or conclusion rendered or expressed in this report is based upon the purchasing power of the American dollar existing on the date of value.

3. The appraiser assumes no responsibility for economic, physical, or demographic factors that may affect or alter the opinions in this report if said economic, physical, or demographic factors were not present as of the date of the letter of transmittal accompanying this report. The appraiser is not obligated to predict future political, economic, or social trends.

4. In preparing this report, the appraiser was required to rely on information furnished by other individuals or found in previously existing records and/or documents. Unless otherwise indicated, such information is presumed to be reliable. However, no warranty, either expressed or implied, is given by the appraiser for the accuracy of such information and the appraiser assumes no responsibility for information relied upon later found to have been inaccurate. The appraiser reserves the right to make such adjustments to the analyses, opinions, and conclusions set forth in this report as may be required by consideration of additional data or more reliable data that may become available.

[2] California Code of Civil Procedure §1263.320.

5. No opinion as to the title of the subject properties is rendered. Data related to ownership and legal description was provided by SCE sources and is considered reliable. Title is assumed marketable, free, and clear of all liens, encumbrances, easements, and restrictions except those specifically discussed in the report. The properties are valued assuming them to be under responsible ownership and competent management and available for their highest and best use.

6. The appraiser assumes no responsibility for hidden or unapparent conditions of the properties, subsoil, ground water, or structures that render the subject properties more or less valuable. No responsibility is assumed for arranging for engineering, geologic, or environmental studies that may be required to discover such hidden or unapparent conditions.

7. The appraiser has not been provided any information regarding the presence of any material or substance on or in any portion of the subject properties or improvements thereon, which material or substance possesses or may possess toxic, hazardous, and/or other harmful and/or dangerous characteristics. Unless otherwise stated in the report, the appraiser did not become aware of the presence of any such material or substance during the appraiser's inspection of the subject properties. However, the appraiser is not qualified to investigate or test for the presence of such materials or substances. The presence of such materials or substances may adversely affect the value range of the subject properties. The value estimated in this report is predicated on the assumption that no such material or substance is present on or in the subject properties on in such proximity; thereto that it would cause a loss in value. The appraiser assumes no responsibility for the presence of any such substance or material on or in the subject properties, nor for any expertise or engineering knowledge required to discover the presence of such substance or material. Unless otherwise stated, this report assumes the subject properties are in compliance with all federal, state, and local environmental laws, regulations, and rules.

8. Unless otherwise stated, the subject properties are valued assuming them to be in full compliance with all applicable zoning and land use regulations and restrictions.

9. Unless otherwise stated, the properties are valued assuming that all required licenses, permits, certificates, consents or other legislative and/or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

10. No engineering survey was made by the appraiser. Except as specifically stated, data relative to size and area of the subject properties was taken from sources considered reliable and no encroachment of the subject properties are considered to exist.

11. No opinion is expressed as to the value of subsurface oil, gas, or mineral rights or whether the properties are subject to surface entry for the exploration or removal of such materials, except as is expressly stated.

12. Maps, plats, and exhibits included in this report are for illustration only to serve as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose, nor should they be removed from, reproduced, or used apart from this report.

13. No opinion is intended to be expressed for matters that require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers.

14. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and improvements must not be used in conjunction with any other report and are invalid if so used.

15. Possession of this report, or a copy of it, does not carry with it the right of publication. Without the written consent of the appraiser, this report may not be used for any purpose by any person other than the party to whom it is addressed. In any event, this report may be used only with proper written qualification and only in its entirety for its stated purpose.

16. Testimony or attendance in court or at any other hearing is not required by reason of rendering this appraisal unless such arrangements are made a reasonable time in advance of said hearing. Further, unless otherwise indicated, separate arrangements shall be made concerning compensation for the appraiser's time to prepare for and attend any such hearing.

17. In the event that appraiser is subpoenaed for a deposition or judicial or administrative proceeding and is ordered to produce the appraisal report and files, appraiser shall immediately notify the client. Appraiser shall appear at the deposition or judicial or administrative hearing with the appraisal report and files and answer all questions unless client provides appraiser with legal counsel who instructs appraiser not to appear, instructs appraiser not to produce certain documents, or instructs appraiser not to answer certain questions. It shall be the responsibility of client to obtain a protective order.

18. The Americans with Disabilities Act (ADA) became effective on January 26, 1992. I have not made a specific compliance survey and analysis of the properties to determine whether or not they are in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the properties, together with a detailed analysis of the requirements of the ADA, could reveal that the properties are not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the properties' value.

19. Where the value of the various components of the property are shown separately, the value of each is segregated only as an aid to better estimating the value of the whole; the independent value of the various components may, or may not, be the market value of the component.

20. The appraiser is not qualified to detect the presence of any threatened or endangered species. The client is urged to retain an expert in this field if there is any question as to the existence of any threatened or endangered species. The value estimated in the report assumes that no threatened or endangered species is present on the property.

21. A Limited Environmental Review was not provided to the appraiser by the client. The appraiser is not an expert in biological or environmental matters and strongly suggests that the client and or future user of the subject site obtain a biological and environmental assessment prior to any activity on the property. The value conclusion assumes that property in compliance with all local, regional, and State environmental approvals, including those required by CEQA through California Public Utilities Code 851. The appraiser assumes no responsibility for any failure of obtaining proper environmental clearances.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.

I have made a personal inspection of the property that is the subject of this report.

No one provided significant real property assistance to the persons signing this report.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, I have completed the standards and ethics education requirements, as well as the requirements of the Continuing Education Program of the Bureau of Real Estate Appraisers.

Eric Chang, CGREA
CA #AG044852
Expires August 15, 2019

December 15, 2017
Date

Addenda

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Valuation

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

GRANT OF EASEMENT

DOCUMENTARY TRANSFER TAX $_____ ____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE _____ SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	DISTRICT Montebello	SERVICE ORDER TD1265630	SERIAL NO.	MAP SIZE
	FIM 135-4249-2 APN 5255-008-900	APPROVED: REAL PROPERTIES DEPARTMENT	BY SLS/CT	DATE 03/21/18

CITY OF MONTEREY PARK, a municipal corporation (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of Los Angeles, State of California, described as follows:

THE WESTERLY 25.00 FEET OF THE SOUTHERLY 11.00 FEET OF LOT 119 OF RAMONA ACRES, AS PER MAP RECORDED IN BOOK 10, PAGE 19 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN THAT CERTAIN GRANT OF EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED AUGUST 19, 1966, AS INSTRUMENT NO. 3172, IN BOOK D3404, PAGE 180, OF OFFICIAL RECORDS, SAID COUNTY RECORDER'S OFFICE.

CONTAINING AN AREA OF APPROXIMATELY 125 SQUARE FEET.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this _____ day of _____, 20____.

GRANTOR

CITY OF MONTEREY PARK, a municipal corporation

_____
Signature

_____
Print Name

_____
Title

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation

_____
Signature

_____
Print Name

_____
Title

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

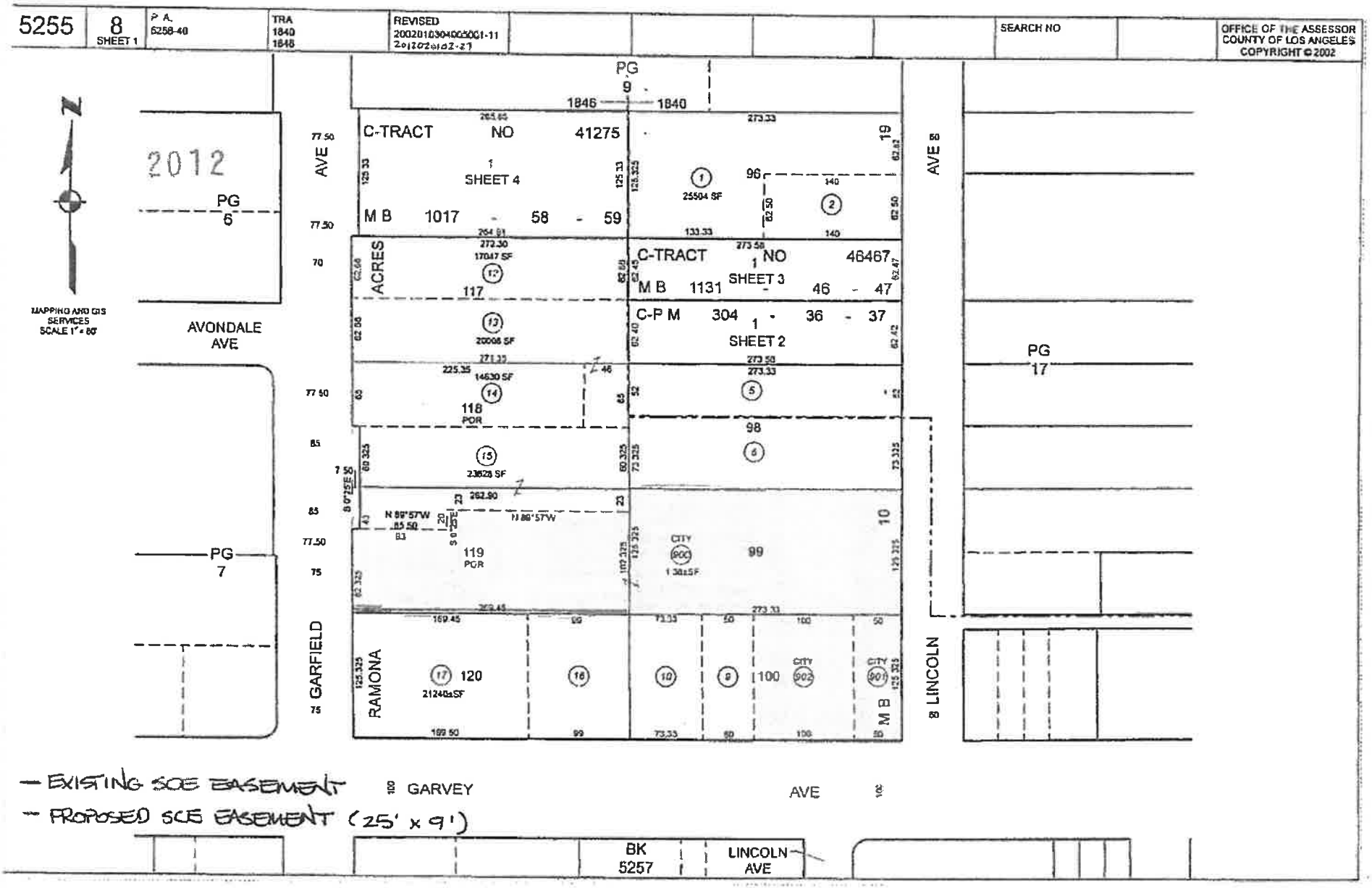
On _____ before me, _____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)


5255
8
SHEET 1
P.A.
6258-40
TRA
1840
1848
REVISED
SEARCH NO
OFFICE OF THE ASSESSOR
COUNTY OF LOS ANGELES
COPYRIGHT © 2002
MAPPING AND GIS SERVICES
SCALE 1" = 80'
2012
PG 6
PG 9
1846
1840
AVONDALE AVE
C-TRACT NO 41275
SHEET 4
M B 1017 - 58 - 59
C-TRACT NO 46467
SHEET 3
M B 1131 - 46 - 47
C-P M 304 - 36 - 37
SHEET 2
ACRES
AVE
PG 17
PG 7
GARFIELD
RAMONA
LINCOLN
M B
CITY
117
118 POR
119 POR
120
98
99
100
M B 5257
LINCOLN AVE
EXISTING SCE EASEMENT
PROPOSED SCE EASEMENT (25' x 9')
GARVEY AVE

FINAL DESIGN
APPROVED FOR CONSTRUCTION
GARFIELD AVE.
LINCOLN AVE.
GARLEY AVE.
EDISON

RECEIVED
NOV 14 2017
VALUATION
REAL PROPERTIES, T&D

Property Detail Report

For Property Located At :
,, CA

Owner Information

Owner Name:	MONTEREY PARK CITY
Mailing Address:	
Vesting Codes:	/ /

Location Information

Legal Description:	RAMONA ACRES LOT 99 AND LOT COM AT SE COR OF LOT 119 TH N 8957' W TO E LINE OF GARFIELD AVE TH N THEREON 82.325 FT TH S 8957' E 93 FT TH N 025' W 20 FT TH S 8957' E TO E LINE OF SD LOT TH S LOT 119		
County:	LOS ANGELES, CA	APN:	5255-008-900
Census Tract / Block:	4817.11 / 1	Alternate APN:	
Township-Range-Sect:		Subdivision:	RAMONA ACRES
Legal Book/Page:	33-74	Map Reference:	46-C1 /
Legal Lot:	119	Tract #:	
Legal Block:		School District:	ALHAMBRA CITY
Market Area:	641	School District Name:	ALHAMBRA CITY
Neighbor Code:		Munic/Township:	

Owner Transfer Information

Recording/Sale Date:	01/04/1965 /	Deed Type:	DEED (REG)
Sale Price:		1st Mtg Document #:	
Document #:			

Last Market Sale Information

Recording/Sale Date:	/	1st Mtg Amount/Type:	/
Sale Price:		1st Mtg Int. Rate/Type:	/
Sale Type:		1st Mtg Document #:	
Document #:		2nd Mtg Amount/Type:	/
Deed Type:		2nd Mtg Int. Rate/Type:	/
Transfer Document #:		Price Per SqFt:	
New Construction:		Multi/Split Sale:	
Title Company:			
Lender:			
Seller Name:			

Prior Sale Information

Prior Rec/Sale Date:	/	Prior Lender:	
Prior Sale Price:		Prior 1st Mtg Amt/Type:	/
Prior Doc Number:		Prior 1st Mtg Rate/Type:	/
Prior Deed Type:			

Property Characteristics

Year Built / Eff:	/	Total Rooms/Offices:		Garage Area:	
Gross Area:		Total Restrooms:		Garage Capacity:	
Building Area:		Roof Type:		Parking Spaces:	
Tot Adj Area:		Roof Material:		Heat Type:	
Above Grade:		Construction:		Air Cond:	
# of Stories:		Foundation:		Pool:	
Other Improvements:		Exterior wall:		Quality:	
		Basement Area:		Condition:	

Site Information

Zoning:	MPC3*	Acres:	1.38	County Use:	GOVERNMENT OWNED (8800)
Lot Area:	60,222	Lot Width/Depth:	x	State Use:	
Land Use:	FEDERAL PROPERTY	Commercial Units:		Water Type:	
Site Influence:		Sewer Type:		Building Class:	

Tax Information

Total Value:	$176,223	Assessed Year:	2017	Property Tax:	
Land Value:	$176,223	Improved %:		Tax Area:	1846
Improvement Value:		Tax Year:		Tax Exemption:	
Total Taxable Value:	$176,223				

City Council Staff Report

DATE: October 3, 2018

AGENDA ITEM NO: Old Business
Agenda Item 5-A.

TO: The Honorable Mayor and City Council

FROM: Mark A. McAvoy, Director of Public Works/City Engineer

SUBJECT: Monterey Park Bike Corridor Project – Award of Contract

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to execute a public works contract in a form approved by the City Attorney, with Pavement Coatings Company located in Mira Loma, CA, in the amount of $143,975.50 for the Monterey Park Bike Corridor Project;
2. Authorize the Director of Public Works to approve construction change orders and contingency up to $14,397.55 or 10% of contract amount for this project; and
3. Take such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

Since the proposed work is a minor alteration to an existing public facility, this project is Class 1 Categorically Exempt pursuant to the California Environmental Quality Act (CEQA).

EXECUTIVE SUMMARY:

On May 2, 2018, the City Council adopted a resolution authorizing advertisement to solicit bids for the Monterey Park Bike Corridor Project. The public bid opening was held on September 24, 2018. Staff has completed its review of bids and recommends that the contract be awarded to Pavement Coatings Company, the lowest responsive bidder, in the amount of $143,975.50.

BACKGROUND:

The project involves the installation of a combination Class II/Class III bikeway on Avenida Cesar Chavez from Vancouver Avenue to Atlantic Boulevard, Riggin Street from Atlantic Boulevard to Wilcox Avenue, and Gerhart Avenue from Riggin Street to Pomona Boulevard. A Class II bikeway is a "bike lane" painted on the street, while a Class III bikeway is a "bike route" designated by street signs and shared-lane pavement markings known as "sharrows." The project will also include new bicycle detection loops at seven signalized intersections.

At the May 2, 2018 Council Meeting, staff was asked to consider retaining the existing two-way left-turn lane on Riggin Street between Gerhart Avenue and Ferdinand Avenue. Upon further analysis and discussion with the consultant traffic engineer-of-record, it was determined that in order retain the two-way left-turn lane and satisfy minimum travel lane, bike lane, and parking lane dimensions established in the California Manual on Uniform Traffic Control Devices (MUTCD), the result would be a loss of on-street parking. Accordingly, it is recommended that the two-way left-turn lane be eliminated in order to make room for the new Class II bike lane striping and keep the on-street parking on Riggin Street.

Staff contacted to several general engineering contractors that had previously bid on city projects. Only one contractor, however, submitted a bid on September 24, 2018. The bid results were as follows:

RANK	BIDDER	BASE BID AMOUNT
1	PAVEMENT COATINGS CO.	$143,975.50

The bid submitted by Pavement Coatings Company in the amount $143,975.50 is the lowest responsive bid from a responsible bidder. Pavement Coating's license was verified with the California State Contractor's License Board to be current, active and in good standing. Staff also verified the contractor's registration with the California Department of Industrial Relations and contacted its references, receiving positive feedback. Pavement Coatings Company has completed similar projects in the Cities of Yucaipa, San Clemente, and Barstow.

Since the project primarily consists of "specialty" work including the application of a slurry seal coat and installation of traffic striping and pavement markings typically performed by sub-contractors, many of the general contractors that were solicited for bids declined to bid the project.

Assuming the City Council awards the contract at tonight's meeting, construction is anticipated to begin this month and be completed in November 2018. Before starting construction, the contractor will hand-deliver construction notices to each of the affected residents within the project limits.

FISCAL IMPACT:

The contract cost will be funded by the MTA Bike Lane Grant funds and there is sufficient fund in the Grant Account # 0450-801-5004-96070 to cover the contract cost.

Respectfully submitted by:

Mark A. McAvoy
Director of Public Works/
City Engineer

Prepared by:

Rey Alfonso
Assistant City Engineer

Approved by:

Annie Yaung
Director of Management Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENT:

1. Pavement Coatings Company Bid Proposal

ATTACHMENT 1
Pavement Coatings Company Bid Proposal

CITY OF MONTEREY PARK
CALIFORNIA

ADDENDUM NO. 1

MONTEREY PARK BIKE CORRIDOR PROJECT

SPECIFICATION NO. 881

---

1. **Notice Inviting Bids** - The time and date that sealed bids are due has been changed to **10:00 AM, Monday, September 24, 2018**.

2. **General Provisions** – For the purposes of this contract, the first sentence of **Section 2-3.2** of the 2015 Standard Specifications for Public Works Construction is modified to read as follows: "The Contractor shall perform, with its own organization, Contract work amounting to at least 30 percent of the Contract Price..." The remainder of said section shall remain unchanged.

ALL OTHER PORTIONS OF BID SPECIFICATION NO. 881 SHALL REMAIN IN FULL EFFECT.

For additional information, please contact Mr. Rey Alfonso, Assistant City Engineer, at (626) 307-1330.

Please include a signed copy of this Addendum with your bid. Failure to do so will result in an invalid bid.

Company: Pavement Coatings. Co.

Signature JAMES WU LEAD ESTIMATOR

Date 9/21/2018

SECTION C. BIDDERS PROPOSAL

(Entire section C shall be submitted with the bid)

BIDDER'S NAME: Pavement Coatings Co.

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:

BID SCHEDULE
FOR
MONTEREY PARK BIKE CORRIDOR PROJECT

	ITEM DESCRIPTION	UNIT OF	QTY.	Unit Price	Extended Price
1	Mobilization	LS	1	$ 4,200.00	$ 4,200.00
2	Traffic Control	LS	1	$ 5,200.00	$ 5,200.00
3	Remove conflicting traffic lines and pavement markings	LF	5,820	$ 1.20	$ 6,984.00
4	Type II Slurry Seal (Riggin Street from Gerhart Avenue to Ferdinand Avenue)	SF	143,000	$ 0.31	$ 44,330.00
5	Install bike lane striping Detail 39 in Thermoplastic	LF	14,730	$ 1.25	$ 18,412.50
6	Install bike lane striping Detail 39A in Thermoplastic	LF	2,540	$ 1.25	$ 3,175.00
7	Install striping Detail 21 in Thermoplastic	LF	2,800	$ 1.45	$ 4,060.00 4,760 DF
8	Install solid white left-turn lane line in Thermoplastic	LF	60	$ 1.75	$ 105.00
9	Install Type IV arrow markings in Thermoplastic	EA	2	$ 252.00	$ 504.00
10	Install Shared Roadway Bicycle Marking in Thermoplastic	EA	58	$ 257.00	$ ~~3,084.00~~ $14,616.00 DF
11	Install Bike Lane Symbol w/Person and Directional Arrow in Thermoplastic	EA	12	$ 257.00	$ 3,084.00
12	Furnish and install Bike Lane/Bike Route signs and sign posts	EA	43	$ 313.00	$ 13,459.00
13	Furnish and install bike detector loops	EA	34	$ 523.00	$ 17,782.00
14	Install bicycle loop detector symbol in Thermoplastic	EA	32	$ 252.00	$ 8,064.00

BASE BID AMOUNT IN NUMBERS $ 143,975.50

BASE BID AMOUNT IN WORDS :

One hundred forty three thousand nine hundred seventy five dollars and fifty cents.

- 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.

- The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.

- A bid is required for the entire work. The quantities set forth in the Bid Schedule will be used to calculate total bid amount. The final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from suppliers and vendors as follows:

Subcontractor Information	Work to be Performed	Dollar Amount
Name: J&S Striping Address: 1544 S. Vineyard Ave., Ontario, CA 91761 Tel: (909) 947-8073	Striping and Striping Removal	$ 65,704.00
Name: Traffic Loops Crackfilling Inc. Address: 946 S. Emerald Street, Anaheim, CA 92804 Tel: (714) 520-4026	Detector Loops	$ 16,150.00
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Total Subcontract Amount (shall not exceed 49% of Total Bid Amount)		$ 81,854.00

REFERENCES

References shall be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included. References shall be either minimum from 3 Public Agencies; or minimum from 2 Public Agencies plus 2 Private Entities for which BIDDER has performed similar work within the past three years.

Reference 1		
Agency Name Yucaipa	**Project Name and Brief Description** 15/16 Slurry Seal Program	
Contact Name and Title John Larose- Engineer	Install Type II Slurry Seal	
Tel: 909-797-2489 **E-mail:** Jlarose@yucaipa.org	**Contract Value:** $ 367,023	**Year Completed:** 2017

Reference 2		
Agency Name San Clemente	**Project Name and Brief Description** FY 2016 Slurry Seal Project	
Contact Name and Title Gary Voborsky- Engineer	Install Type I and Type II Slurry Seal	
Tel: 949-361-6132 **E-mail:** VoborskyG@sanclemente.org	**Contract Value:** $ 199,811	**Year Completed:** 2016

Reference 3		
Agency Name San Bernardino County	**Project Name and Brief Description** Yucca Loma Road Project	
Contact Name and Title David Doublet- Chief Engineer	Install Chip Seal and Type II Slurry Seal	
Tel: 909-387-8104 **E-mail:** ddoublet@dpw.sbcounty.gov	**Contract Value:** $ 111,111	**Year Completed:** 2017

Reference 4		
Agency Name Barstow	**Project Name and Brief Description** Pavement Preservation Project	
Contact Name and Title Domingo Gonzales Engineer	Install Type II Slurry Seal	
Tel: 760-255-5156 **E-mail:** dgonzales@barstowca.org	**Contract Value:** $ 369,144	**Year Completed:** 2017

SITE INSPECTION

The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project without question.

Name of Person who inspected the site: James Wu

Date of Inspection: 9/17/18

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. 1 **Dated** 9/19/2018

Addendum No. _____ **Dated** _____

Addendum No. _____ **Dated** _____

Addendum No. _____ **Dated** _____

Addendum No. _____ **Dated** _____

Addendum No. _____ **Dated** _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, Site, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

INSURANCE REQUIREMENTS

To be awarded this contract, the successful bidder shall procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits
Commercial general liability:	$2,000,000
Business automobile liability	$2,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance shall meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above shall be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies shall be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such endorsement shall be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance shall be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Automobile coverage shall be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Contractor shall furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of Insurance or copies of policies as may be reasonably required by the City from time to time. Insurance shall be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) shall reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Contractor shall require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the Insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's Contractor. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

Bidder's Name: Pavement Coatings Co.

Authorized Signature: [signature]

Name and Title: Doug Ford - President

Date: 9-18-18

PUBLIC CONTRACT CODE SECTION 7106

Noncollusion Declaration by Bidder

The undersigned declares:

I am the President **of** Pavement Coatings Co., **the party making the foregoing bid.**

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder's Name: Pavement Coatings Co.

Authorized Signature:

Name and Title: Doug Ford- President

Date: 9-18-18

PUBLIC CONTRACT CODE SECTION 10162

In conformance with the above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder

has never been X **has been**_____ **(Indicate YES or NO after applicable answer)**

disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so to explain the circumstances.

If the answer is **has been** YES explain the circumstances below:

Bidder's Name:	Pavement Coatings Co.
Authorized Signature:	
Name and Title:	Doug Ford- President
Date:	9-18-18

PUBLIC CONTRACT CODE SECTION 10232

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court

has not been X **has been**_____ **(Indicate YES or NO after applicable answer)**

issued against the bidder within the immediately preceding two-year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board. For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.

Bidder's Name: Pavement Coatings Co.

Authorized Signature:

Name and Title: Doug Ford- President

Date: 9-18-18

PUBLIC CONTRACT CODE SECTION 10285.1

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof

has never been X **has been**_____ **(indicate YES or NO after applicable answer)**

convicted within the preceding three years by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University.

Bidder's Name: Pavement Coatings Co.

Authorized Signature:

Name and Title: Doug Ford- President

Date: 9-18-18

BIDDER INFORMATION

Bidder's Name: Pavement Coatings Co.

Address: 10240 San Sevaine Way Jurupa Valley, CA 91752

Form of Legal Entity: Corporation

If a Corporation, State of Incorporation: California

State Contractor's Class and License No.: 303609 / A, C-32

Contact Person Information:

Name: Doug Ford **Title:** President

E-mail: DFord@pavementrecycling.com **Tel:** 951-826-3011

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

Doug Ford- President- 10240 San Sevaine Way Jurupa Valley, CA 91752- 951-826-3011

Tom Mucenski- Secretary-10240 San Sevaine Way Jurupa Valley, CA 91752- 951-826-3011

Nathan Beyler- Treasurer-10240 San Sevaine Way Jurupa Valley, CA 91752- 951-826-3011

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

None

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

None

Previous contract performance history:

Was any contract terminated previously: NO

If the answer to the above is "yes", provide the following information:

Contract/project name and number: N/A

Date of termination: N/A

Reason for termination: N/A

Owner's name: N/A

Owner contact person and tel. no.: N/A

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 19 day of Septemeber, 2018.

BIDDER Pavement Coatings Co.

10240 San Sevaine Way Jurupa Valley, CA 91752

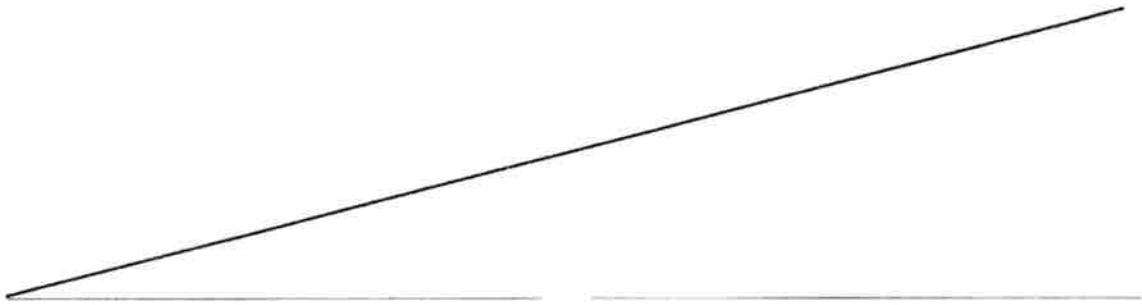
951-826-3011

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____

CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

( ) See Attached Document (Notary to cross out lines 1–6 below)
( ) See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)



Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me on this 19th day of September, 2018,
by *Date* *Month* *Year*
(1) Doug Ford
(and (2)),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

MELISSA RENEE AILSHIE
Notary Public – California
Riverside County
Commission # 2229730
My Comm Expires Jan 28, 2022

Signature Melissa Ailshie
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bidder Information Document Date: 09/19/2018

Number of Pages: 1 Signer(s) Other Than Named Above:

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PROPOSAL GUARANTEE

BID BOND

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that Pavement Coatings Co., **as BIDDER, AND** The Ohio Casualty Insurance Company, **as SURETY, are held and firmly bound unto the City of Monterey Park, in the penal sum of** Ten Percent of Amount Bid ($10% of amount bid) **dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the MONTEREY PARK BIKE CORRIDOR PROJECT, SPECIFICATIONS NO. 881 ("Public Project"), for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents.**

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to the City of Monterey Park for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City of Monterey Park.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 17th **day of** September, 2018.

SIGNED AND SEALED this 17th **day of** September, 2018.

Pavement Coatings Co.

PRINCIPAL

The Ohio Casualty Insurance Company

By: Richard L. Wells, Attorney-In-Fact

SURETY

PRINCIPAL's MAILING ADDRESS:

10240 San Sevaine Way

Jurupa Valley, CA 91752

SURETY's MAILING ADDRESS:

2710 Gateway Oaks Drive Suite 150N

Sacramento, CA 95833

NOTE: All signatures shall be acknowledged by a notary public.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8124149

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,
Brian A. McGoldrick; Frank Morones; Lynn A. Slone; Richard L. Wells

all of the city of Placentia, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of June, 2018.

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 13th day of June, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of September, 2018.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On September 17, 2018 before me, Sandy Staley, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Richard L. Wells
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

SANDY STALEY
COMM. #2246810
Notary Public - California
Orange County
My Comm. Expires June 18, 2022

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

On September 19, 2018 before me, Melissa Renee Ailshie, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Doug Ford
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MELISSA RENEE AILSHIE
Notary Public – California
Riverside County
Commission # 2229730
My Comm. Expires Jan 28, 2022

Signature Melissa Ailshie
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 09/17/2018
Number of Pages: 1 Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

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PROPOSAL GUARANTEE

CERTIFIED CHECK or CASHIER'S CHECK

As an Alternative to Bid Bond, Bidder can provide Certified Check or Cashier's Check as follows

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Monterey Park, in the amount of Bid Bond ($ N/A) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the MONTEREY PARK BIKE CORRIDOR PROJECT, SPECIFICATIONS NO. 881 ("Public Project").

The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Monterey Park within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bidder's Name: Pavement Coatings Co.

Authorized Signature:

Name and Title: Doug Ford- President

Date: 9-18-18

--END OF SECTION--

City Council Staff Report

DATE: October 3, 2018

AGENDA ITEM NO: Old Business
Agenda Item 5-B.

TO: The Honorable Mayor and City Council

FROM: Mark A. McAvoy, Director of Public Works/City Engineer

SUBJECT: Curb Address Painting – Award of Contract

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to execute a public works contract in a form approved by the City Attorney, with Care for the Children located in Santa Fe Springs, CA, in the amount of $32,016.40 for the Curb Address Painting Project;
2. Authorize the Director of Public Works to approve change orders and contingency up to $1,600.82 or 5% of contract amount for this project;
3. Authorize a budget allocation of $33,617.22 in General Funds to cover the final cost of the project; and
4. Take such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

Since the proposed work is a minor alteration to an existing public facility, this project is Class 1 Categorically Exempt pursuant to the California Environmental Quality Act (CEQA).

EXECUTIVE SUMMARY:

On April 18, 2018, the City Council directed staff to prepare bid specifications and solicit bids for the Curb Address Painting Project. The public bid opening was held on September 18, 2018. Staff completed its review of the bids and recommends that the contract be awarded to Care for the Children, the lowest responsive bidder, in the amount of $32,016.40.

BACKGROUND:

The project involves painting approximately 13,620 building addresses on the street curb in front of each property. The painted addresses will provide a clear and more dependable means for identifying properties for faster emergency response, facilitating the delivery of goods and services, and assisting the general public in locating a specific address. Staff contacted several painting contractors that had previously bid on city

projects. Only one contractor, however, submitted a bid on September 18, 2018. The bid results were as follows:

RANK	BIDDER	BASE BID AMOUNT
1	CARE FOR THE CHILDREN	$32,016.40

The bid submitted by Care for the Children in the amount $32,016.40 is the lowest responsive bid from a responsible bidder. Care for the Children's contractor's license was verified with the California State Contractor's License Board to be current, active and in good standing. Staff also verified the contractor's registration with the California Department of Industrial Relations and contacted its references, receiving positive feedback. Care for the Children is a charity the paints curb addresses as a means of fundraising for the charity. It has successfully completed curb address painting projects in the Cities of Rosemead, Mission Viejo, Laguna Niguel, and Duarte.

Assuming the City Council awards the contract at tonight's meeting, the curb address painting is anticipated to begin in October 2018 and be completed by December 2018.

FISCAL IMPACT:

Staff is requesting a budget allocation of $33,617.22 in General Funds to cover the cost of the project.

Respectfully submitted by:

Mark A. McAvoy
Director of Public Works/
City Engineer

Prepared by:

Rey Alfonso
Assistant City Engineer

Approved by:

Annie Yaung
Director of Management Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENT:

1. Care for the Children Bid Proposal

ATTACHMENT 1
Care for the Children Bid Proposal

SECTION C. BIDDERS PROPOSAL

(Entire section C shall be submitted with the bid)

BIDDER'S NAME: Care For The Children

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:

BID SCHEDULE For 2018 Curb Address Painting, Specification No. 882					
No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
1	Mobilization	Lump Sum	L.S.	$ -	$ -
2	Paint Curb Address per City Standard (White Background, Black Numerals)	13,624	EA	$ 2.35	$ 32,016.40
3				$ -	$
TOTAL BID AMOUNT IN NUMBERS					$ 32,016.40
TOTAL BID AMOUNT IN WRITING: Thirty-two Thousand & sixteen dollars & ~~forty~~ cents.					

The low bid will be established based on the "Base Bid". Any "Additive Alternate" bid items must also be filled out, but will not be taken into account in determining the lowest responsible bidder, but may be awarded to the awardee at the sole and complete discretion of the City as part of the performance of the contract

- 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.
- The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.
- A bid is required for the entire work. The quantities set forth in the Bid Schedule will be used to calculate total bid amount. The final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from suppliers and vendors as follows:

Subcontractor Information	Work to be Performed	Dollar Amount
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Total Subcontract Amount (shall not exceed 49% of Total Bid Amount)		$_____

REFERENCES

References shall be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included. References shall be either minimum from 3 Public Agencies; or minimum from 2 Public Agencies plus 2 Private Entities for which BIDDER has performed similar work within the past three years.

Reference 1		
Agency Name: City of Duarte Contact Name and Title: Liz Yesenia Serna	Project Name and Brief Description: citywide Paint Curb Address Numbers	
Tel: 626-357-7931 ext. 262 E-mail: yserna@accessduarte.com	Contract Value: $ 19,443.75	Year Completed: 2017

Reference 2		
Agency Name: City of Laguna Niguel Contact Name and Title: Edgar Abrenica	Project Name and Brief Description: Curb Number Painting Program FY 2016-17	
Tel: (949) 362-4338 E-mail: eabrenica@cityoflagunaniguel.org	Contract Value: $ 24,750.00	Year Completed: 2017

Reference 3		
Agency Name: City of Mission Viejo Contact Name and Title: Joe Ames	Project Name and Brief Description: Residential Street Curb Address painting of various streets in the city of Mission Viejo, Northerly section	
Tel: (949) 470-8419 E-mail: james@cityofmissionviejo.org	Contract Value: $ 38,000.00	Year Completed: 2016

Reference 4		
Agency Name: _____ Contact Name and Title: _____	Project Name and Brief Description	
Tel: _____ E-mail: _____	Contract Value: $_____	Year Completed: _____

SITE INSPECTION

The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project without question.

Name of Person who inspected the site: Robert Henderson

Date of Inspection: 9-11-18

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, Site, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

INSURANCE REQUIREMENTS

To be awarded this contract, the successful bidder shall procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits
Commercial general liability:	$2,000,000
Business automobile liability	$2,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance shall meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above shall be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies shall be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such endorsement shall be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance shall be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Automobile coverage shall be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Contractor shall furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance shall be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) shall reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Contractor shall require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's Contractor. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

Bidder's Name: Care For The Children

Authorized Signature: R. S. Henderson

Name and Title: Robert Henderson Director

Date: 9-14-18

PUBLIC CONTRACT CODE SECTION 7106

Noncollusion Declaration by Bidder

The undersigned declares:

I am the Director of Care For The Children, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder's Name: Care For The Children

Authorized Signature: R. D. Henderson

Name and Title: Robert Henderson Director

Date: 9-14-18

PUBLIC CONTRACT CODE SECTION 10162

In conformance with the above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder

has never been X **has been**_____ **(indicate YES or NO** after applicable answer)

disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so to explain the circumstances.

If the answer is **has been** YES explain the circumstances below:

Bidder's Name: Care For The Children

Authorized Signature: R. M. Henderson

Name and Title: Robert Henderson

Date: 9-14-18

PUBLIC CONTRACT CODE SECTION 10232

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court

has not been X **has been** _____ **(Indicate YES or NO** after applicable answer)

issued against the bidder within the immediately preceding two-year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board. For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.

Bidder's Name: Care For The Children

Authorized Signature: R. D. Henderson

Name and Title: Robert Henderson Director

Date: 9-14-18

PUBLIC CONTRACT CODE SECTION 10285.1

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof

has never been X **has been**_____ (**indicate YES or NO** after applicable answer)

convicted within the preceding three years by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University.

Bidder's Name: Care For The Children

Authorized Signature: R. D. Henderson

Name and Title: Robert Henderson Director

Date: 9-14-18

BIDDER INFORMATION

Bidder's Name: Cure For The Children

Address: 13128 Telegraph Road Santa Fe Springs, CA 90670

Form of Legal Entity: Corporation

If a Corporation, State of Incorporation: CA.

State Contractor's Class and License No.: C33 1040225

Contact Person Information:

Name: Robert Henderson Title: Director

E-mail: reg@careyfthechildren.org Tel: 562-980-6395 cell

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

Michelle Henderson/treasurer/12929 Barton Rd. Whittier, CA 90605 (562)881-6615

Eddie Cannon/secretary/16818 Downey Ave. #10 Paramount, CA 90723

Brenda Hahn (Resident) 17604 Lakewood Blvd #16 Bellflower, CA 90706 (562) 331-6363 (949)680-7698

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

CFTC Painting

Previous contract performance history:

Was any contract terminated previously: NO

If the answer to the above is "yes", provide the following information:

Contract/project name and number: _____

Date of termination: _____

Reason for termination: _____

Owner's name: _____

Owner contact person and tel. no.: _____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 17 day of September, 2018.

BIDDER Care For The Children/ Robert Henderson
13128 Telegraph Rd.
Santa Fe Springs, CA 90670

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn to this 17 day of September, 2018.

NOTARY PUBLIC _____

FRANCIS FONG
COMM. # 2157095
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. JULY 14, 2020

PROPOSAL GUARANTEE

CERTIFIED CHECK or CASHIER'S CHECK

As an Alternative to Bid Bond, Bidder can provide Certified Check or Cashier's Check as follows

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Monterey Park, in the amount of ($3,201.64) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the 2018 CURB ADDRESS PAINTING, SPECIFICATIONS NO. 882 ("Public Project"). Three Thousand, Two hundred, one & sixty-four cents.

The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Monterey Park within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bidder's Name: Care For The Children

Authorized Signature: R. D. Henderson

Name and Title: Robert Henderson Director

Date: 9-17-18

--END OF SECTION--