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
May 3, 2017
7:00 PM

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

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 (Related to Items NOT on the Agenda). 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. PRESENTATION OF MUNICIPAL CLERKS WEEK PROCLAMATION

[2.] SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA)

NEW BUSINESS

2-A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF MAY 3, 2017

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 May 3, 2017 totaling $19.67 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 meeting of April 5, 2017 and the special meetings of April 5, 2017; and

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

[3.] CITY OF MONTEREY PARK- CONSENT CALENDAR - None.

[4.] PUBLIC HEARING - None.

[5.] OLD BUSINESS

5-A. CITY OF MONTEREY PARK RENTAL REHABILITATION PROGRAM GUIDELINES

It is recommended that the City Council consider:

(1) Adopting a resolution approving the new Rental Rehabilitation Program Guidelines; and

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

[6.] NEW BUSINESS

6-A. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF MAY 3, 2017

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 May 3, 2017 totaling $1,836,108.52 specifying the funds out of which the same are to be paid; and

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

6-B. CITY COUNCIL MINUTES

It is recommended that the City Council:

(1) Approve the minutes from the regular meeting of April 5, 2017 and the special meetings of April 5, 2017; and

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

6-C. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA DECLARING MAY 14 – 20, 2017 AS "POLICE WEEK" AND MONDAY, MAY 15, 2017 AS "PEACE OFFICERS MEMORIAL DAY."

It is recommended that the City Council:

(1) Adopt Resolution no. _____ declaring May 14 – 20, 2017 as "Police Week" in Monterey Park and Monday, May 15, 2017 as "Peace Officers Memorial Day"; and

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

6-D. PURCHASE AND CONVERSION OF THREE (3) 2017 FORD POLICE INTERCEPTOR SUVS

It is recommended that the City Council:

(1) Waive the bidding requirements pursuant to Monterey Park Municipal Code Section 3.20.050(5).

(2) Authorize the City Manager or designee to execute a contract in a form approved by the City Attorney for purchasing three 2017 Ford Police Interceptor SUVs through Wondries Fleet Group for a total of $93,571.14.

(3) Authorize the City Manager or designee to execute a contract in a form approved by the City Attorney for the conversion/up-fitting of three 2017 Ford Police Interceptor SUVs through an already approved City vendor, not to exceed $33,000.

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

6-E. SERVICES AGREEMENT- DOOLEY ENTERPRISES, INC. AND ALLOCATION OF $16,000 FROM THE POLICE DEPARTMENT ASSET FORFEITURE FUND

It is recommended that the City Council:

(1) Authorize the Interim City Manager to execute a Services Agreement (not to exceed $35,000 annually), in a form approved by the City Attorney, between the City of Monterey Park and Dooley Enterprises, Inc.;

(2) Allocate $16,000 from the Asset Forfeiture Account to the Ammo and Explosives Account; and

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

6-F. FIRST AMENDMENT TO THE WEED ABATEMENT AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF MONTEREY PARK

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute an amendment to the Weed Abatement Agreement between the County of Los Angeles and the City of Monterey Park in a form approved by the City Attorney; and

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

6-G. ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA APPROVING AND ADOPTING THE MEMORANDA OF UNDERSTANDING BETWEEN THE CITY AND THE MONTEREY PARK THE MONTEREY PARK POLICE OFFICERS ASSOCIATION FIXING THE RATE OF COMPENSATION AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR REPRESENTED EMPLOYEES FOR THE TERM JULY 1, 2016 TO JUNE 30, 2018

It is recommended that the City Council:

(1) Adopt Resolution approving implementation of the Memoranda of Understanding between the City of Monterey Park and the Monterey Park Police Officers' Association (MPPOA);

(2) Authorize the expenditure of $329,000 for the 2016-2017 fiscal year, and amend the 2016-2017 Budget accordingly;

(3) Approved Side Letter #1 for the Monterey Park Firefighters Association 2016 – 2018 Memoranda of Understanding; and

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

6-H. CENTRALIZED GROUNDWATER TREATMENT SYSTEM - APPROVAL OF DESIGN

It is recommended that the City Council consider:

(1) Adopting a resolution approving the design for the Centralized Groundwater Treatment System project;

(2) Issuing the Design-Build Team a Notice to Proceed for Construction; and

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

<u>CEQA (California Environmental Quality Act):</u>

The project is categorically exempt from the California Environment Quality Act (CEQA) per CEQA Guidelines § 15302, “Replacement or Reconstruction.” The project consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

A Notice of Exemption was filed with the Los Angeles County Clerk on February 28, 2017 and no objection or legal action has been received to challenge the CEQA filing for the project.

6-I. SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) MAINTENANCE SERVICES – AWARD OF CONTRACT

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute a three-year agreement, in a form approved by the City Attorney, with Control Automation Design for a total not to exceed $150,000, for SCADA Maintenance Services; and

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

6-J. NEW WASTE HAULER IMPLEMENTATION SCHEDULE

It is recommended that the City Council consider:

(1) Receiving and filing this information report; and

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

6-K. ON-CALL HEATING VENTILATION AND AIR CONDITIONING (HVAC) MAINTENANCE SERVICES AGREEMENT

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute a three-year maintenance services agreement, in a form approved by the City Attorney, with Barberio Enterprises, Inc. DBA Wesco Service Company, in the amount of $195,000, for on-call HVAC (Heating Ventilation Air Conditioning) maintenance services; and

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

6-L. ON-CALL FACILITIES PAINTING SERVICES

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute a three-year on-call maintenance contract, in a form approved by the City Attorney, with Irma Leticia Cobain, DBA R & L Quality Painting Inc., in the amount of $150,000 for on-call facilities painting services; and

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

6-M. APPROVAL OF AMENDMENT TO COMPLETE LANDSCAPE CARE AGREEMENT

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute an amendment to the existing Agreement with Complete Landscape Care, Inc., for landscaping services, which expires on October 1, 2017, in a form approved by the City Attorney, increasing the agreement amount by $135,000; and

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

6-N. SOUTH ATLANTIC BANNER POLES - AUTHORIZATION TO ADVERTISE

It is recommended that the City Council:

(1) Adopt a resolution authorizing staff to advertise the South Atlantic Banner Poles project; and

(2) 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).

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

7-A A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK PROVIDING FOR THE ESTABLISHMENT AND DISTRIBUTION OF A REWARD FUND FOR PERSONS WHO FURNISH INFORMATION LEADING TO THE ARREST AND CONVICTION OF THE PERSON CAUSING THE DEATH OF ABEL CASTELLANOS ON JANUARY 27, 2015 (REQUESTED BY MAYOR REAL SEBASTIAN)

7-B. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING MAY 6, 2017, DAY OF INCLUSION ON THE 135TH ANNIVERSARY OF THE CHINESE EXCLUSION ACT IN RECOGNITION OF THE HARM CAUSED BY RACIALLY DISCRIMINATING IMMIGRATION MEASURES AND HONORS THE CONTRIBUTIONS OF ALL IMMIGRANTS AND REFUGEES WHO HAVE ENRICHED OUR COMMUNITIES (REQUESTED BY COUNCIL MEMBER CHAN)

It is recommended that the City Council:

(1) Adopt a Resolution declaring May 6th, 2017 Day of Inclusion; and

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

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

ADJOURN

ORAL AND WRITTEN COMMUNICATIONS

PRESENTATION

City Council Staff Report

DATE: **May 3, 2017**

AGENDA ITEM NO: (SA) New Business Agenda Item 2-A.

TO: The Honorable Mayor and City Council

FROM: Annie Yaung, CPFO, Controller

SUBJECT: Warrant Register for Successor Agency to the Former Community Redevelopment Agency of **May 3, 2017**

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 **May 3, 2017 totaling $19.67** 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 **341-341.**

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 **$19.67.**

Respectfully submitted:

Annie Yaung, CPFO
Controller

Approved By:

Ron Bow
Interim 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 DAY OF MAY 2017
TOTALING $19.67 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	$	19.67
Total	$	19.67

PASSED, APPROVED AND ADOPTED THE 3RD DAY OF MAY 2017.

____
Teresa Real Sebastian, 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 May 2017 by the following vote.

AYES:
NOES:
ABSTAIN:
ABSENT:

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

ATTACHMENT 2
Warrant Register

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 05/03/2017

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AT&T	0860-801-1203-32050	19.67	INTERNET/PHONE SERVICE		341	
						19.67
	TOTAL FOR PREPAID WARRANTS					**19.67**
	PRINTED	19.67				
	E-PAYABLE	0.00				

TOTAL FOR PREPAID WARRANTS	19.67
TOTAL FOR PREPAID E-PAYABLES	0.00
TOTAL FOR PRINTED WARRANTS	0.00
TOTAL FOR PRINTED E-PAYABLES	0.00
TOTAL WARRANTS	19.67
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	1
TOTAL PREPAID E-PAYABLES	0
TOTAL CHECKS PRINTED	0
TOTAL E-PAYABLES PRINTED	0
TOTAL CHECKS ISSUED	1

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 05/03/2017
FUND SUMMARY

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0860	ATLANTIC/GARVEY CAP PROJECTS	19.67	0.00	19.67
	TOTAL	**19.67**	**0.00**	**19.67**

City Council Staff Report

DATE: May 3, 2017

AGENDA ITEM NO: (SA) New Business 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 meeting of April 5, 2017 and the special meeting of April 5, 2017; and

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

EXECUTIVE SUMMARY:
None.

BACKGROUND:
None.

FISCAL IMPACT:
None.

Respectfully submitted,

for

Vincent D. Chang
City Clerk

Prepared by:

Timothy Huynh
Minutes Clerk

Approved By:

Ron Bow
Interim City Manager

Attachments: April 5, 2017 special meeting minutes
April 5, 2017 regular meeting minutes

ATTACHMENT 1
Minutes

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
APRIL 5, 2017

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, April 5, 2017 at 5:30 p.m.

CALL TO ORDER:
Mayor Real Sebastian called the meeting to order at 5:30 p.m.

ROLL CALL:
Interim City Manager Bow called the roll:

Council Members Present:	Peter Chan, Mitchell Ing, Stephen Lam, Hans Liang, Teresa Real Sebastian
Council Members Absent:	None
Also Present:	Interim City Manager Ron Bow, City Attorney Mark Hensley, Director of Human Resources and Risk Management Tom Cody

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS
None.

ORAL & WRITTEN COMMUNICATIONS
None.

NEW BUSINESS
None.

CLOSED SESSION - The City Council adjourned to Closed Session at 5:30 p.m.

1. **CONFERENCE WITH LABOR NEGOTIATORS – GOVERNMENT CODE § 54957.6**

City Negotiators:	Ron Bow, Interim City Manager, Tom Cody, Human Resources Director
Employee Organizations:	Bargaining Units Monterey Park Police Officers' Association (MPPOA); POA/Captains' Unit, Police Officer's Mid-Management Association (POMMA.)

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION - GOVERNMENT CODE § 54956.9(d)(2). Number of Cases: Two**

    1. Facts and Circumstances: Farmer's Ins ASO David Munguia v. City of Monterey Park (city claim filed March 8, 2017) Monterey Park Claim Number:2048-CL

    2. Facts and Circumstances not known by potential claimants

3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION - GOVERNMENT CODE § 54956.9(d)(4). Number of Cases: One**

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present. The meeting was adjourned at 6:49 p.m.

Action Taken: No reportable action taken during Closed Session.

____

Vincent D. Chang
City Clerk

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
APRIL 5, 2017

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, April 5, 2017 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 Real Sebastian called the meeting to order at 7:03 p.m.

FLAG SALUTE:
The Monterey Park Fire Explorers led the flag salute.

ROLL CALL:
City Clerk Vincent Chang called the roll:

Council Members Present:	Peter Chan, Mitchell Ing, Stephen Lam, Hans Liang, Teresa Real Sebastian
Council Members Absent:	None

ALSO PRESENT: Interim City Manager Ron Bow, City Treasurer Joseph Leon, City Attorney Mark Hensley, Fire Chief Scott Haberle, Police Chief Jim Smith, Director of Human Resources and Risk Management Tom Cody, Director of Recreation & Community Services Dan Costley, Director of Community & Economic Development Michael Huntley, Director of Management Services Chu Thai, Controller Annie Yaung, Interim Public Works Director Tito Haes, Water Utility Manager Frank Heldman, Support Services Manager Timothy Shay, Parks Superintendent Chris Reyes, Deputy City Clerk Cindy Trang

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS
Interim City Manager Bow requested Agenda Item No. 6C to be heard first.

RECESSED AND RECONVENED
The City Council recessed at 7:28 p.m. and reconvened with all council members present at 7:50 p.m.

ORAL AND WRITTEN COMMUNICATIONS
This item was heard after Agenda Item 6C.

- Joseph Leon, City Treasurer, spoke regarding Monterey Park being recognized for being highly effective in forecasting revenue analysis.

- Hector Vasquez, a resident of Monterey Park, spoke in support of a salary increase for the Monterey Park Police Department.

- David Barron, a resident of Monterey Park, spoke regarding Measure LL, future elections, and the Cascades and Eve statue.

- Nancy Arcuri, a resident of Monterey Park, spoke against the placement of the proposed Eve statue at the Cascades.

- Cal Goshi, a resident of Monterey Park, spoke against the increased airplane noises.

- Theresa Amador, a resident of Monterey Park, spoke against the placement of the proposed Eve statue at the Cascades.

- Johnny Thompson, a resident of Monterey Park, spoke against the placement of the proposed Eve statue at the Cascades.

- Larry Sullivan, a resident of Monterey Park, spoke against the placement of the proposed Eve statue at the Cascades.

- Delario Robinson, a resident of Monterey Park, spoke regarding the recent negotiations with the Monterey Park Police Officer's Association. He also spoke against the proposed Eve statue at the Cascades.

1. PRESENTATIONS

None.

2. SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA)

NEW BUSINESS

2A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REEVELOPMENT AGENCY OF APRIL 5, 2017

Disbursements will be made from the funds referenced in the referenced Resolution in Warrants numbered 340-340.

Action Taken: The City Council, acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, approved payments of warrants and adopted Resolution No. SA-135 of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated April 5, 2017 totaling $19.68 and specifying the funds of which the same are to be paid.

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

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

Resolution No. SA-135, entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED THE 5^{TH} DAY OF APRIL 2017 TOTALING $19.68 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

2B. SUCCESSOR AGENCY (SA) MINUTES

Approve the minutes from the regular meeting of March 1, 2017 and the special meetings of March 1, 2017 and March 8, 2017.

Action Taken: The City Council, acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, approved the minutes from the regular meeting of March 1, 2017 and the special meeting of March 1, 2017 and March 8, 2017. Mayor Pro Tem Lam and Council Member Ing abstained due to their absence at the meetings.

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

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

This is the end of Successor Agency (SA) items.

City Council Staff Report

DATE: May 3, 2017

AGENDA ITEM NO: Old Business
Agenda Item 5-A.

TO: Honorable Mayor and Members of the City Council

FROM: Michael A. Huntley, Community and Economic Development Director

SUBJECT: City of Monterey Park Rental Rehabilitation Program Guidelines

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution approving the new Rental Rehabilitation Program Guidelines; and
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On April 5, 2017, the City Council approved the updated Residential Rehabilitation Program. The goal of this Program is to assist eligible low- and moderate-income single-family residential owner-occupants in maintaining the City's existing housing stock by means of home rehabilitation. At the same meeting, staff also presented a new Rental Rehabilitation Program intended to assist non-profit housing providers in the community. Subsequent to Council discussion, this item was held over to allow staff time to look into the local nonprofit organizations. Specifically, the Council was concerned with providing funding to those nonprofit organizations whose executive staff earn over $200,000 annually. Staff has conducted the research and is requesting the City Council consider this information and move forward with adopting a resolution approving the Rental Rehabilitation Program Guidelines.

DISCUSSION:

As requested by the City Council, staff has surveyed the local nonprofit organizations that are most likely to apply for the Rental Rehabilitation Program. There are approximately six organizations in the City that would be eligible including:

- MERCI
- Golden Age Village
- Lions Manor
- Abajo Del Sol
- Telacu
- LINC Housing Corporation

Of the six organizations, three (Abajo Del Sol, Telacu and LINC Housing Corporation) have executives that earn over $200,000 annually, and three (MERCI, Golden Age Village and Lions Manor) that do not. Note that if the three nonprofit organizations whose executive staff earns over $200,000 annually are eliminated from funding, it may create difficulty is disbursing the federal HOME funds.

The following is a recap of the new Rental Rehabilitation Program Guidelines.

Rental Rehabilitation Program:

- Specifically for non-profit housing providers to assist in the rehabilitation of existing rental housing.
- Authorize the City Manager to negotiate and approve the terms of financial assistance under the Rental Rehabilitation Program of up to $150,000.
- Authorize City Manager to negotiate the terms of financial assistance under the Rental Rehabilitation Program over $150,000 subject to City Council approval.
- Establish the term of the loan and simple interest rate to be considered at the following meeting.

Note: Attached is staff report and draft guidelines from the April 5th City Council meeting.

FISCAL IMPACT:

There is minimal fiscal impact to the General Fund since the majority of the costs are covered by the HOME funds.

Respectfully submitted,

By:

Michael Huntley
Community and Economic
Development Director

Prepared by:

Deborah Sottek
Housing Consultant

Approved by:

Ron Bow
Interim City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. Draft Resolution
2. Draft Residential and Rental Rehabilitation Program Guidelines
3. City Council Packet – April 5, 2017

ATTACHMENT 1
Resolution

RESOLUTION NO.

A RESOLUTION ADOPTING THE 2017 RENTAL REHABILITATION PROGRAM GUIDELINES FOR USE WITH THE HOME PROGRAM.

The City Council for the City of Monterey Park does resolve as follows:

SECTION 1: *Findings.* The City Council finds and declares as follows:

A. The Monterey Park Residential Rehabilitation Program and Rental Rehabilitation Program (the "Program") is designed to improve the quality of life of low- income families by providing low interest loans for rehabilitating homes owned or occupied by eligible families;

B. The Program is established pursuant to applicable provisions of the City of Monterey Park's adopted Housing Element and United States Department of Housing and Urban Development ("HUD") pursuant to the federal HOME Program, 42 U.S.C. §§ 12701, *et seq.* (the "HOME Program"); and

C. It is in the public interest to amend the Program to ensure its compliance with all applicable law including, without limitation, the HOME Program.

SECTION 2: The City Council has amended the Rehabilitation Program Guidelines and has adopted a new Rental Rehabilitation Program as set forth in attached Exhibit "A," which is incorporated by reference, for the purpose of fulfilling its obligations as set forth in Section 1 of this Resolution.

SECTION 3: *Authorizations.* The City Manager is authorized to promulgate administrative policies and procedures in order to implement the purpose and goals set forth in this Resolution.

SECTION 4: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED, APPROVED and ADOPTED this 3rd day of May, 2017.

____
Teresa Real Sebastian, Mayor

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

By: ______________________________
Karl H. Berger
Assistant City Attorney

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 ___ day of February 2017 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Dated this ___ day of ____ 2017

____
Vincent D. Chang, City Clerk

ATTACHMENT 2

Residential and Rental Rehabilitation Program Guidelines

CITY OF MONTEREY PARK

RESIDENTIAL REHABILITATION

PROGRAM GUIDELINES

April 5, 2017

CITY OF MONTEREY PARK
RESIDENTIAL REHABILITATION PROGRAM

PROGRAM OVERVIEW

A. Purpose and Goal of Program

The purpose of the Residential Rehabilitation Program (the "Program") is to provide loans and grants to eligible low and moderate-income homeowners ("Homeowner") and qualified owners ("Rental Owner") of rental properties occupied primarily by low and moderate-income tenants to cover the cost of necessary housing repairs; for the preservation of decent, safe, and sanitary housing; to correct hazardous structural conditions; to make improvements considered necessary to eliminate blight and improve handicapped access; and, to correct building and health code violations.

B. Sources of Funds

The City of Monterey Park ("City") received funds from the United States Department of Housing and Urban Development ("HUD") pursuant to the federal HOME Program, 42 U.S.C. §§ 12701, *et seq.* (the "HOME Program"), to be used for the purposes of providing decent, safe and sanitary housing to the citizens of Monterey Park in accordance with the HOME Program.

C. Program Administration

The Monterey Park City Council: The Monterey Park City Council (the "Council") has the ultimate decision-making authority concerning interpretations of Program policies and goals.

The City Manager or designee: The City Manager (the "City Manager") is responsible for providing overall supervision and making policy decisions.

City Departments: The Director of the Community and Economic Development, or designee/assigned personnel (the "Director") is responsible for Program implementation including marketing and is the Program Administrator. This position is also responsible for providing overall management of the day-to-day operations and coordination with designated staff to complete site evaluations and rehabilitation computations. The tasks in part involve evaluations, inspections, work write-ups, bids, construction monitoring, and program closeout.

The Director or designee/assigned personnel/assigned personnel is also responsible for maintaining the Rehabilitation process in accordance with these Guidelines and for the fiscal and accounting tasks for the Program, including management of the Rehabilitation Account from which funds can be disbursed.

The Management Services (Finance) Department will also provide fiscal review and collection services.

The City Clerk is responsible for recording all appropriate documents and maintenance of records upon closeout of each rehabilitation activity by the Director or designee/assigned personnel/assigned personnel.

City Attorney: The City Attorney is responsible for providing review and legal counseling as needed for Program administration.

PART I. Residential Rehabilitation Program (Owner-Occupied)

A. Types of Assistance Available

The goal of the Residential Rehabilitation Program (Owner Occupied) is to provide financial assistance to Homeowners who are in need of home repairs and occupy the property as their principal residence. HOME Program regulations require that the property meets or will be brought up to the applicable HOME Program property standards

1. Loan Funds: The City may provide financial assistance to eligible Homeowners in the form of a loan (the "Loan") of up to $50,000.00 for the planned construction activities. The loan will bear an interest rate of 0% per annum, and must be secured with a Deed of Trust recorded on the property. The total loan cannot exceed $50,000.00. However, under extenuating circumstances such as emergencies and/or abatement of health and safety conditions, the City Manager may provide additional financial assistance not to exceed $25,000.00 in additional loan funds.

2. Grant Funds: Grant funds (to the extent the use of grant funds is permitted under HOME program regulations and federal laws) will be provided to Homeowners to (1) direct soft costs associated with the loan (e.g. recording fees, title report, credit report, lead report, asbestos report); and up to $10,000 to address the remediation or abatement of lead based paint building components and/or asbestos containing building materials (refer to Part III – General Program Requirements.

3. Owner Contribution: The homeowner is not obligated to contribute any personal funds. The applicant cannot contract for paying for any upgrades that are not eligible under the Program.

B. Property Eligibility

1. Eligible Structures: Building or structures eligible for rehabilitation under this Program are owner-occupied single-family dwellings, townhouse, or condominium located with the City limits of the City of Monterey Park.

2. Property Inspection: The homeowner must permit interior inspections of the property by the City's representatives.

3. Number of existing loans: The City must hold either the first (1st) or second (2nd) lien on the property. Exceptions to this rule will be reviewed on a case-by-case basis.

4. Maximum After-Rehab Value: In order to use HOME Program funds, the value of the HOME Program assisted property after rehabilitation cannot exceed 95% of the median purchase price fort the Los Angeles area, as determined by HUD. The 95% values are established by 24 CFR 92.254(a)(2)(iii) and are based on the 95 percent of the state-wide nonmetropolitan area median purchase price. The after-rehabilitation value is established by comparable sales. Project files will contain the estimate of the value and document the basis for the value estimates.

The Los Angeles County 95% value presents a barrier to the use of HOME Program funds for homeowner rehabilitation within Monterey Park due to the City's above County average housing prices. To overcome this barrier, the City is allowed by the HOME Program to conduct a housing market survey to justify a higher value based on 95% of the median value of the City's single-family and condominium units. As home values increase new surveys will be completed. A housing market survey will be conducted annually or as often as deemed necessary to set the allowable values in Monterey Park for HOME Program participation. As required by federal regulations, if the City determines that an increase in the after-rehabilitation value is necessary for homeowner program participation, the City will include its findings into the City's Annual Action Plan notifying HUD that the City will be utilizing the after-rehabilitation value identified in the survey.

C. Homeowner/Applicant Eligibility

1. Definition of Owner-Occupant Household: For the purposes of determining program eligibility, "household" means a person or persons occupying a housing unit as the principal place of residence consistent with, and to be verified by the principal place of residence identified on the person's most recent income tax filing with the Internal Revenue Service.

2. Income Eligibility: Participation in the Program is limited to Homeowners whose annual household income does not exceed the "low-income" category (i.e., less than 80% of the County median family income) as defined by HUD. These income limits are published by HUD annually and provide a criterion for eligibility based on the total amount of annual household adjusted for household size. Current income limits are shown in Exhibit A. The City will require documentation of both household size and household income information in order to determine applicant eligibility pursuant to the most recent income information required by HUD

3. Definition of Annual Income: For the purposes of determining Program eligibility, annual income will follow the Part 5 income inclusions and exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Exhibit B).

   The Director, or designee/assigned personnel, will make the final decision in situations where the classification of income is not apparent.

4. Property Ownership

   The Homeowner(s) must be the current owner(s) and occupant(s) of the property to be rehabilitated in order to be eligible for Program assistance. The existing grant deed must list all current owners of the property. Property owner(s) are construed to be any person(s) or legal entity that holds title to the property being rehabilitated. In the case of multiple ownership, the signature of each titleholder is required on all appropriate documents. The City will verify property ownership and require all persons currently on the title to give written consent to all work proposed to be done on the property before initiating such work. All such persons must comply with the restrictions set forth in these guidelines, including without limitation the requirement that the persons use the property as their principal place of residence as defined in C.1., above.

5. Other Documentation Required

The Homeowner(s) must also submit the following documents in order to determine eligibility:

a. City Application;
b. Copy of income tax forms for the previous two years;
c. Copy of six (6) consecutive months of checking account statements
d. Copy of one (1) month of savings or other asset statements
e. Copy of recent property tax bill;
f. Copy of two consecutive months of recent payroll check stubs, recent Social Security checks, Social Security SSI checks, AFDC checks or pension and retirement checks;
g. Copy of fire insurance policy for the subject property;
h. Copy of legal identification with photograph such as driver's license or passport;
i. Any additional documentation necessary to meet current federal regulations.

6. Re-applicant Period

In order to give as many persons the opportunity to participate in the Residential Rehabilitation Program, the Homeowner(s) cannot have any outstanding loans with the City and has not participated in the Residential Rehabilitation Program within a ten-year period.

D. Eligible Rehabilitation Activities

Refer to Part III (General Program Requirements)

E. OOR Program Procedures

1. Applicant Intake and Eligibility Determination

a. Pre-Screening: Prospective applicants will be pre-screened for basic eligibility requirements. A Program Application form must be completed and submitted. A copy of the application forms is attached as Exhibit "C," and incorporated by reference.

b. Application: The Program Application form and additional forms must be submitted to the Director or designee/assigned personnel, attention Residential Rehabilitation Program. Applications will be reviewed in the order in which they are received. The City will maintain a waiting list for all prospective applicants. If an emergency condition exists, the applicant may be moved up on the waiting list at the discretion of the Director or designee/assigned personnel to facilitate the elimination of the emergency condition. The determination of an emergency will be made on a case-by-case basis by the Director or designee/assigned personnel to address emergency situations such as natural disasters and life safety emergencies, e.g., non-functioning hot water heaters, furnaces, leaky roof. The amount of the funding that the applicant will receive will cover the cost to eliminate the emergency condition only. The applicant then will return to his/her original place on the waiting list.

c. Verification and Eligibility Determination: The City will verify all sources of household income in accordance with guidelines established by HUD. Household income must be verified before applicant eligibility can be established. Income verification information shall be updated and applicant eligibility re-determined if such information is more than six months old before the beginning of rehabilitation work. Applicants will be notified in writing regarding eligibility status.

d. Rehabilitation Feasibility Determination: Once an applicant is determined to meet eligibility requirements, an initial inspection of the property will be made by the Director or designee/assigned personnel to determine the extent of any building deficiencies that may be corrected through the Residential Rehabilitation Program. The items on List "A" will be checked for code compliance before items on List "B" can be considered. A work write-up will be prepared by the Program Inspector for inclusion in the bid package.

e. Processing of Loan: Copies of work write-up and other pertinent documents will be reviewed for title verification before the City issues a Loan. The Director or designee/assigned personnel will review the title policy and other pertinent document to determine the loan to value ratio and the City's lien position in the loan (e.g., second position). In order to obtain financing, applicants must meet all property and eligibility guidelines in effect at the time of funding approval. All current loans on the property will be reviewed before considering the Loan.

f. Approval and Notifications: Based on all information submitted, the Director or designee/assigned personnel will recommend to the City Manager to either approve or deny the Loan application, subject to City Attorney review of forms. The Director or designee/assigned personnel will make a decision to award or deny the Loan. In general, the City should not loan when the total value of all loans, liens, and encumbrances exceeds the value of the house and property.

2. Procurement And Contractor Selection

a. Procurement: The City will coordinate with the applicant to obtain at least three (3) estimates from qualified contractors for each rehabilitation project. The homeowner(s) is responsible for obtaining estimates for repairs. Estimates must be submitted in the form prescribed by the Director or designee/assigned personnel. The City will establish limits on the length of time available for the applicant to obtain bids. Failure to obtain bids in a timely manner may be grounds for suspension from the program.

b. Selection: In accordance with HOME Program, the City must perform a cost or price analysis for the project scope of work, including contract modifications. This cost estimate must be in writing and must be prepared before bids or proposals are received. These estimates must be kept in the Homeowner file. The Homeowner-selected bid must be within 10% of the City's cost estimate, otherwise an explanation must be provided to the file for any bid selected exceeding 10% of the estimate. The Homeowner is encouraged to accept the lowest reasonable bid. The Homeowner selected contractor cannot be listed on the System for Award Management (SAM) debarred list, and must be cleared by the Contractor's State Licensing Board in order to be awarded the contract. The applicant cannot pay any bonus fee or any other consideration to the contractor except for the bid price and any change orders consistent with the HOME Program and approved by the City.

c. Contractor Insurance/License File: The City will maintain a file for the Contractor performing work pursuant to the terms and conditions of this program. The file shall include the following information:

i. Contractor's social security number or federal tax ID number;
ii. Copies of the Contractor's current liability and worker's compensation insurance policies;
iii. Copy of City Business License;
iv. A list of all of the sub-contractors (including license number) to be used by the General Contractor; and
v. Federal Lobbyist Certification.

Any contractor with lapsed insurance or contractor's license must be removed from the job until he/she is able to provide proof of current insurance and/or license. All contractors are required to obtain a City Business License before the City issues a building permit.

d. Ineligible Contractors: Neither the City nor the applicant(s) can contract for rehabilitation work, to be paid for in whole or in part with proceeds from a City loan or grant, to any contractor who is not a California licensed contractor, who cannot produce sufficient evidence of current Worker's Compensation and Liability Insurance coverage, or who is on the System for Award Management Debarred Contractor list or is otherwise ineligible for contract work. All owner/builders, or any member of the applicant's family, are considered ineligible regardless of credentials or license. Any ineligible contractor found working at the job must be removed immediately, without compensation.

3. Award of Contract

a. Notification: The City will notify the contractor in writing of the award of contract and establish a time for the pre-construction conference.

b. Rehabilitation Construction Contract: The contract, for the approved rehabilitation work will be prepared by the City and be executed by the applicant and the selected contractor. The City may require the inclusion of certain contractual terms in accordance with HUD and/or City requirements. In the event of any dispute arising under this program, the injured party must notify the injuring party in writing of its contentions as specified under the contractor agreement between the applicant and the contractor.

c. Private Arrangements: The City will not compensate the contractor for any work not authorized pursuant to the Program.

d. Preparation of Loan Document: The Director or designee/assigned personnel will prepare loan and related documents. Original loan documents will be sent to the Director or designee/assigned personnel, for loan services.

e. Upgrades: The applicant cannot contract for paying for any upgrades that are not eligible under the Program.

4. Pre-construction Meeting

Before construction, the City will arrange a pre-construction meeting, which must be attended by the contractor, subcontractor(s) if applicable, the applicant, and the Director or designee/assigned personnel. The purpose of this meeting is to explain all applicable HUD and/or City requirements including Labor Standard Requirements, explain all Program requirements and procedures, coordinate and schedule the work start date, and answer questions related to contract documents. The City may maintain written minutes of this meeting.

5. Start of Construction

No work can commence until a "Notice to Proceed" is issued to the contractor, signed by the applicant and the Director or designee/assigned personnel. In addition, no work can commence until the City issues applicable permits.

6. Progress Payments to Contractor and City Inspections

a. Inspections and Complaints: To ensure the integrity of the authorized repair work, the Director or designee/assigned personnel will conduct site inspections before the issuance of progress payments and prepare inspection reports that identify any deficiencies in a contractor's materials or workmanship. These reports must be reviewed and signed by the Homeowner. The Director or designee/assigned personnel may make regular and/or unannounced inspections of work in progress to identify the quality or work and assess satisfaction of the applicant(s).

b. Payment Request Packages: The Contractor must submit payment request packages to the City in format required by the Director or designee/assigned personnel. All requests should be signed by the contractor, Homeowner, and Director or designee/assigned personnel, certifying that the work has been satisfactorily completed. All pertinent invoices, releases certifications, and copies of applicable permits must be attached to the payment request. Final payment request must also include the homeowner's certification of acceptance, notice of completion, and certificate of occupancy (or similar form as determined by the Director or designee/assigned personnel). Payment request packages must be submitted to the City for approval. A maximum of four (4) progress payments minus 5% retention may be submitted. The final payment for the 5% retention may be submitted in addition to any progress payments. The final payment for the 5% retention will be paid 35 days after the Notice of Completion is recorded.

PART II. Rental Rehabilitation Program

A. Types of Assistance Available

The goal of the Rental Rehabilitation Program is to provide financial assistance to nonprofit owners of rental properties in need of repairs that are primarily occupied by extremely low, low and moderate income renter households. The financial assistance will be in the form of a 3% simple interest loan. Refer to Section H(3) for additional loan information.

B. Property Ownership

Property owner is construed to be a legal entity] that holds title to the property being rehabilitated. The owner of the property must have received a tax-exempt ruling from the IRS under Section 501(c) of the Internal Revenue Code of 1986 as a qualified nonprofit whose by-laws include an emphasis on housing. The City will verify property ownership and require all entities currently on the title to give written consent to all work proposed to be done on the property before initiating such work.

C. Property Eligibility

1. Eligible Structures: Building or structures eligible for rehabilitation under this Program are renter-occupied housing units located with the City limits of the City of Monterey Park.

2. Property Inspection: The applicant must permit interior inspections of the property by the City's representatives.

3. Number of existing loans: On case by case basis, the Director or designee/assigned personnel, will determine the lien position on the property.

4. Re-applicant Period: The property cannot have any outstanding HOME-funded loans with the City or other government agency within the period of affordability (refer to Part II (D), below).

D. PERIOD OF AFFORDABILITY

The restrictions under Part II (E), below, will apply to the rental project for a minimum period of time referred to as the period of affordability. The period of affordability is dependent on the amount of total financial assistance allocated to the project as follows:

DOLLAR AMOUNT PER-UNIT HOME	MINIMUM AFFORDABILITY PERIOD
<$15,000/unit	5 years
$15,000-$40,000/unit	10 years
>$40,000	15 years

The City will use the chart above as a minimum guide but will determine the period of affordability for a rental project on case-by-case basis.

E. RENT AND OCCUPANCY REQUIREMENTS

The rental project will be subject to following restrictions for the period of affordability.

1. Number and Definition of Assisted Units: Based on the subsidy layering analysis, the City will determine the number of rental units that will be considered "assisted units." An assisted unit is a unit that must remain affordable for the period of affordability established in the City's covenants for the project. The City will specific whether the "assisted units" will be fixed units or floating units. For instance, in a 10-unit rental project, if the City designates units A, B, C, D and E as the assisted units, these specific units (A through E) remain the assisted units throughout the period of affordability. The location of "floating units" can change during the period of affordability but must remain comparable in size, number of bedrooms, number of bathrooms, and amenities as those originally identified as assisted units.

2. Income and Rent Restrictions: The rents for the rental project will at a minimum be restricted as follows:

   a. Number of Very Low-Income Rental Units (0-50% of AMI): A minimum of twenty percent (20%) of the assisted units (containing five or more assisted units) must be occupied by very low-income households (0-50% of area median income). Current income limits are shown in Exhibit A.

      Rent Calculation – The assisted units in this (0-50%) category must bear rents no greater than: (1) 30% of the tenant's monthly adjusted income; (2) 30% of the gross income of a family at 50% of area median income, adjusted for family size; (3) in units receiving Federal or State project-based rental assistance in which the very low-income family pays not more than 30% of the family's adjusted income, the maximum rent allowable under the Federal or State project-based rental assistance subsidy program.

   b. Number of Low and Moderate-Income Rental Units (51-80% of AMI): The remaining assisted units may be occupied by households with incomes up to 80% of the area median. Current income limits are shown in Exhibit A.

      Rent Calculation – Assisted units in this category (0-80% AMI) must bear rents not greater than the lesser of: (1) the Section 8 Fair Market Rents (FMRS) minus tenant-paid utilities; or (2) rents that are 30% of adjusted income for families at 65% of median income minus tenant-paid utilities.

      The following chart illustrates an example of how to calculate the number of very low-income units and the number of moderate-income units.

Total Number Units in Project/Building	Total Number of "Assisted Units"*	Number of "Assisted Units" Required to be Occupied by Very Low-Income Households (0-50% AMI)	Number of "Assisted Units" Required to be Occupied by Moderate Income Households (0-80% AMI)	Number of Fair Market Units (Not subject to any Restrictions)
50	15*	3 (15 x 20% = 3)	12 (15–3 = 12)	35 (50-15= 35)
* **Note** – The total number of "assisted units" is determined by the amount of total HOME funds that are invested in the project.				

On a case-by-case basis, the Director or designee/assigned personnel, may require an increase to the number of assisted units. The increase in the number of assisted units, if any, will be determined by the total amount of funding provided to the project and the total number of assisted units provided.

F. DEFINITION OF ANNUAL INCOME

For the purposes of determining tenant annual income the Rental Owner will follow the Part 5 income inclusions and exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Exhibit B).

G. ELIGIBLE REHABILITATION ACTIVITIES

Refer to Part III (General Program Requirements)

H. PROGRAM PROCEDURES

The Community and Economic Development Department will actively seek qualified private and non-profit owners to participate in the Rental Rehabilitation Program.

1. Applicant Eligibility Determination

   a. Pre-Screening: Prospective applicants will be interviewed by the Director or designee/assigned personnel to assess whether the project is consistent with the City's community development and affordable housing goals and whether the project meets basic HOME Program eligibility requirements.

   b. Letter of Interest and City Project Application: The property owner will submit a letter of interest along with the City application. The application form and additional forms must be submitted to the Director or designee/assigned personnel. Applications will be reviewed in the order in which they are received and funding availability.

   c. Verification and Eligibility Determination: The City will verify all sources of documentation provided in the application in accordance with the City guidelines and additional regulations prescribed by HUD.

   d. Rehabilitation Feasibility Determination: Once an applicant is determined to meet eligibility requirements, an initial inspection of the property will be made by the Director or designee/assigned personnel to determine the extent of any building deficiencies that may be corrected through the Rental Rehabilitation Program. A work write-up will be prepared by the Program Inspector for inclusion in a bid package.

2. Assessment of Financial Assistance: The application and all support documents relevant to the determination of the available equity, existing loan status, and ownership status, number of affordable units, length of time of affordability restrictions, etc. will be reviewed by the Director or designee/assigned personnel. The Director or designee/assigned personnel will perform a subsidy laying analysis for the project according to HUD guidelines. At a minimum this will include the review a pro-forma provided by the applicant. The pro-forma must include all cash-flow and expenses. Based on the information, the Director or designee/assigned personnel will provide a recommendation of the amount of loan assistance.

3. Approval of Financial Assistance: Based on all information submitted, the Director or designee/assigned personnel will recommend to the City Manager to either approve or deny the application, subject to City Attorney review, as follows:

   a. Financial assistance under $150,000.00: The City Manager will be authorized to approve a 20-year, deferred 3% simple interest rate loan. At 20 years, the loan plus accrued interest will be due and payable.

   b. Financial assistance exceeding $150,000.00: All loans over $150,000.00 will carry a 3% simple interest rate. The loan will require amortized payments. The City Manager is authorized to negotiate the terms of loan amortization period of between 10 and 20 years. In no case will the loan term exceed 20 years. City Council approval is required for all loans over $150,000.00.

4. Notifications: The applicant will be notified in writing of the approval or denial of the application.

5. Execution of Loan Documents: Upon approval by the City Manager or City Council, as applicable, and before the execution of the construction contract, the Director or designee/assigned personnel will prepare loan and related documents, in a form approved by the City Attorney, and secure all necessary owner signatures on the loan documents. Original loan documents will be sent to the Director or designee/assigned personnel, for loan servicing.

I. PROCUREMENT AND CONTRACTOR SELECTION

1. Procurement: The City will coordinate with the property owner to obtain at least three estimates from qualified contractors for the rental rehabilitation project. The property owner(s) is responsible for obtaining estimates for repairs. Estimates must be submitted in the form prescribed by the Director or designee/assigned personnel. The City will establish limits on the length of time available for the applicant to obtain bids. Failure to obtain bids in a timely manner may be grounds for suspension from the program.

2. Selection: In accordance with HOME Program and MPMC Chapter 3.100, the contractor who is considered to be the lowest responsible bidder, is not listed on the System for Award Management (SAM) debarred list, and is cleared by the Contractor's State Licensing Board will be awarded the contract. The applicant must choose the lowest responsible contractor to perform the work. The applicant cannot pay any bonus fee or any other consideration to the contractor except for the bid price and any change orders consistent with the HOME Program and approved by the City.

3. Contractor Insurance/License File: The City will maintain a file for the Contractor performing work pursuant to the terms and conditions of this program. The file must include the following information:

   a. Contractor's social security number or federal tax ID number;
   b. Copies of the Contractor's current liability and worker's compensation insurance policies;
   c. Copy of City Business License;
   d. A list of all of the sub-contractors (including license number) to be used by the General Contractor; and
   e. Federal Lobbyist Certification.

Any contractor with lapsed insurance or contractor's license must be removed from the job until it is able to provide proof of current insurance and/or license. All contractors are required to obtain a City Business License before the City issues a building permit.

4. Ineligible Contractors: Neither the City nor the applicant(s) can contract for rehabilitation work, to be paid for in whole or in part with proceeds from a Loan or Grant, to any contractor who is not a California licensed contractor, who cannot produce sufficient evidence of current Worker's Compensation and Liability Insurance coverage, who is on the System for Award Management Debarred Contractor list, or is otherwise ineligible for contract work. All owner/builders, or any member of the applicant's family, are considered ineligible regardless of credentials or license. Any ineligible contractor found working at the job must be removed immediately, without compensation.

5. Award of Contract

   a. Notification: The City will notify the contractor in writing of the award of contract and establish a time for the pre-construction conference.

   b. Rehabilitation Construction Contract: The contract, for the approved rehabilitation work will be prepared by the City and be executed by the property owner and the selected contractor. The City may require the inclusion of certain contractual terms in accordance with HUD and/or City requirements.

      i. Davis-Bacon Wage Requirements: If the property contains 12 or more units, Davis-Bacon requirements will be followed.

      ii. Disputes: In the event of any dispute arising under this program, the injured party must notify the injuring party in writing of its contentions as specified under the contractor agreement between the property owner and the contractor.

      iii. Private Arrangements: The City will not compensate the contractor for any work not authorized pursuant to the Program.

      iv. Upgrades: The applicant cannot contract for paying for any upgrades that are not eligible under the Program.

6. Pre-construction Meeting

Before construction, the City will arrange a pre-construction meeting, which must be attended by the contractor, subcontractor(s) if applicable, the property owner, and the Director or designee/assigned personnel. The purpose of this meeting is to explain all applicable HUD and/or City requirements including Davis-Bacon Requirements, as applicable, explain all Program requirements and procedures, coordinate and schedule the work start date, and answer questions related to contract documents.

7. Start of Construction

No work can commence until a "Notice to Proceed" is issued to the contractor, signed by the property owner and the Director or designee/assigned personnel. In addition, no work can commence until the City issues applicable permits.

8. Progress Payments to Contractor and City Inspections

a. Inspections and Complaints: To ensure the integrity of the authorized repair work, the Director or designee/assigned personnel will conduct site inspections before the issuance of progress payments and prepare inspection reports that identify any deficiencies in a contractor's materials or workmanship. These reports must be reviewed and signed by the Rental Owner. The Director or designee/assigned personnel may make regular and/or unannounced inspections of work in progress to identify the quality or work and assess satisfaction of the property owner(s).

b. Payment Request Packages: The Contractor must submit payment request packages to the City in format required by the Director or designee/assigned personnel. All requests should be signed by the contractor, Rental Owner, and Director or designee/assigned personnel, certifying that the work has been satisfactorily completed. All pertinent invoices, releases certifications, and copies of applicable permits must be attached to the payment request. Final payment request must also include the owner's certification of acceptance, notice of completion, and certificate of occupancy (or similar form as determined by the Director or designee/assigned personnel). Payment request packages must be submitted to the City for approval. A maximum of four progress payments minus 5% retention may be submitted. The final payment for the 5% retention may be submitted in addition to any progress payments. The final payment for the 5% retention will be paid 35 days after the Notice of Completion is recorded

PART III GENERAL PROGRAM REQUIREMENTS

A. Program Area Eligibility

To be eligible for the Housing Rehabilitation Program, the property to be repaired must be used for residential purposes and located within the City's jurisdiction. To increase program participation, the City will focus a marketing campaign geographically on low- and moderate- income neighborhoods where feasible as well as marketing the program throughout the City.

B. Ineligible Property Types

1. Properties previously financed with HOME during the affordability period cannot receive additional HOME assistance unless assistance is provided during the first year after project completion.

2. HOME funds may not be used for development, operations or modernization of public housing financed under the 1937 Act (Public Housing Capital and Operating Funds).

3. Projects assisted under 24 CFR Part 248 (Prepayment of Low-Income Housing Mortgages) may not receive HOME funds, unless assistance is provided to "priority purchasers" of such housing.

    a. A priority purchaser is a resident council organized to acquire a project in accordance with a resident homeownership program, or any nonprofit organization or state or local agency that agrees to maintain low-income affordability restrictions for the remaining useful life of the project. Organizations or agencies affiliated with a for-profit entity for the purposes of purchasing a property do not qualify as priority purchasers.

C. Minimum Property Rehabilitation Standards

All work performed under the Residential Rehabilitation Program must meet all applicable standards contained in the Monterey Park Municipal Code ("MPMC") including, without limitation, zoning regulations; the California Fire Code; the California Building Code; and similar codes adopted by reference within the MPMC.

D. Eligible Rehabilitation Activities

The following are eligible rehabilitation activities under this program. All rehabilitation activities must comply with MPMC requirements. Building permits, where required, will be included as part of a grant or loan request. Those listed under (1), below, must be brought up to code before items in the list number (2) can commence.

An applicant may choose to upgrade the material being used; however, the applicant will be required to pay the difference between the standard grade material commonly specified and the upgraded material.

1. Rehabilitation Needs Which Warrant ***Priority*** Repair

(NOTE: This list of eligible improvements is not exhaustive. The Director or designee/assigned personnel maintains the discretion to determine eligibility of particular improvements.)

For each eligible property, the following health and safety items and code violations will be given priority for rehabilitation and must be addressed before all other home repairs:

a. Repair or replace roof;
b. Repair foundation;
c. Repair or replace electrical wiring;
d. Repair or replace plumbing: (strapping & venting of water heater required);
e. Repair or replace inadequate heating system;
f. Repair or replace inoperable water heaters;
g. Eliminate and repair termite, dry rot and/or rodent damage;
h. Remove lead-based paint hazards affected by the proposed work;
i. Install home protection measures and home security devices such as deadbolt door hardware (burglar alarms and window security bars are not eligible);
j. Eliminate specific conditions detrimental to public health and safety that have been identified by City Inspectors;
k. Install smoke alarms;
l. Correct maintenance or code violations. Violations resulting from deliberate actions performed by the property owner without City approval such as illegal room additions or garage conversion are not eligible for assistance; and
m. Correct violations of applicable model codes adopted by Title 24 of the California Code of Regulations, as adopted by the MPMC.

2. Eligible Renovation

(NOTE: This list of eligible improvements is not exhaustive. The Director or designee/assigned personnel maintains the discretion to determine eligibility of particular improvements.)

Repairs that may be eligible through the Program are:

a. Cost effective energy conservation measures;
b. Removal of lead-based paint hazards not affected by the proposed work;
c. Removal of barriers to the handicapped;
d. Repair/replace air conditioning unit for seniors over 62, or non-seniors with a doctor's statement;
e. Repair/replace screens;
f. Install new insulation;
g. Repair/replace kitchen and bath flooring, linoleum type only;
h. Repair/replace bath fixtures;
i. Repair/replace countertops (Formica at kitchen only);
j. Repair/replace windows and doors;
k. Repair/replace stucco;
l. Painting;
m. Repair/replace badly worn carpet;
n. Repair/replace dilapidated kitchen or bath cabinets;
o. Concrete driveway;
p. Retaining walls where necessary to mitigate a safety hazard; and
q. Drought resistant landscaping improvements

3. Ineligible Renovation

(Note: This list of *ineligible* improvements is not exhaustive. The Director or designee/assigned personnel maintains discretion to determine eligibility of particular improvements.)

The following improvements are not eligible for financing through the Residential Rehabilitation Program. On a case-by-case basis, the Director or designee/assigned personnel may consider one or more these items eligible for rental projects only.

a. New construction or remodeling of the existing dwelling;
b. Reimbursement for an owner's personal labor;
c. Appliances (except built-in stove, cook top, oven, overhead exhaust and garbage disposal);
d. Purchase, installation, or repair of furniture;
e. Demolition that does not improve the existing structures;
f. Free standing concrete block walls;
g. Repairs that are interim in nature;
h. Wrought iron security devices
i. Recreational equipment, facilities, or repairs; Kennels;
j. Bath house, swimming pools, saunas, hot tubs, Jacuzzis;
k. Photomurals, stands, television antennas, valances, cornice boards;
l. Waterproofing;
m. Burglar alarm;
n. Fire extinguishers;
o. Greenhouses;
p. Decorative roofing;
q. Drapes;
r. Barbecue pits;
s. Landscaping (unless functional and related to other rehab work or replacement of existing landscaping with drought tolerant landscaping); and
t. Any items considered being luxury items as determined by the staff.

F. Historical and Environmental Review

The Director or designee/assigned personnel review all properties participating in the program to determine if any structure on the property is older than 50 years and or further environmental review is necessary in accordance with California Environmental Quality Act (CEQA) or, if applicable, the National Environmental Protection Agency (NEPA). For those properties containing improvements older than 50 years, the City will prepare a Basic Property Identification Form for the subject property and attach required photographs for submittal to the State Office of Historic Preservation (SHPO). Any conditions imposed by SHPO for the rehabilitation of the property must be adhered to.

G. Lead Based Paint

1. Per HOME program regulations, rehabilitation projects that exceed $25,000 in federal assistance require complete abatement of all lead containing elements. Rehabilitation projects assisted with federal funds in excess of $5,000, but not more than $25,000 are required to be tested for lead and only those items that contain lead and are being disturbed as part of the rehabilitation work have to be addressed through interim controls or abatement. A minimum of two bids will be sought from lead-certified companies for the remediation/abatement of each project, as required. The lowest bid shall be utilized.

2. The City as part of the program process will provide a "Protect Your Family" lead-based paint hazard brochure to all program participants (homeowners and tenants). On projects that are funded with HOME Program funds, a lead paint inspection must be conducted by a licensed company contracted by the City. The City will comply with all requirements under Title X of HUD's lead paint regulations. Additional requirements as established by the U.S. Department of Housing and Urban Development shall be included as part of the requirements under this section.

H. Davis-Bacon Requirements

In accordance with HOME Program Entitlement Grant Regulations, Davis-Bacon requirements apply to the rehabilitation of residential property only if such property contains 12 or more units.

I. Property Maintenance

Homeowner(s) and Rental Owner(s) is/are responsible for property maintenance during the rehabilitation work (contractor is responsible for keeping the property clean of all construction material) in conformance with the MPMC. Homeowner(s) and Rental Owner(s) are responsible for insuring that the rehabilitation work is not impeded because of improperly maintained property or general sloppiness, and those items of value, including pets, is secured. The City will require that the contractor and his/her employees provide adequate protection to the Homeowner(s) and Rental Owner(s) property, both interior and exterior, during the rehabilitation process.

J. Property Tax Bills

Current property tax bills for the assisted property must be submitted to the City as part of the application process. The Homeowner(s) or Rental Owner(s) is/are responsible for insuring that the property taxes are current and remain current for duration of the loan or grant period. If a Homeowner(s) and Rental Owner(s) property tax statement indicates a delinquency at the time of the Program application, the City will not proceed with application processing until it is supplied with a Certificate of Redemption from the Los Angeles County Tax Assessor's Office or other appropriate documentation of proof of payment.

K. Notice of Completion

The City is responsible for executing and recording a Notice of Completion within 30 days of the completion of the work.

L. Loan Risk Assessment

The Director or designee/assigned personnel will conduct risk assessment for all financial assistance being requested. The Director or designee/assigned personnel may request additional credit information or property appraisal in order to assess the City's positions with respect to the financial assistance being requested. The Director or designee/assigned personnel may refuse to provide financial assistance due to a foreclosure, bankruptcy, and position of the loan or other property/applicant issues affecting the loan.

M. Default

1. City as Senior Lien-Holder

When the City is in a first position (senior lien holder) active collection efforts will begin on any loan that is 31 or more days in payment delinquency. Attempts will be made to assist the Homeowner or Rental Owner in bringing and keeping the loan current. In the event the borrower has not corrected payment delinquencies for a period of (90) ninety days, the Director or designee/assigned personnel will proceed in a fair and equitable manner and take whatever action the Director or designee/assigned personnel deems appropriate in respect to all known facts and considerations. If foreclosure is deemed appropriate and necessary by the City Council, the City Attorney with all known facts pertaining to the case may process foreclosure proceedings in a manner prescribed by law. The Director or designee/assigned personnel will consider the following factors before initiating foreclosure:

a. Can the loan be cured (brought current or paid off) by the owner without foreclosure?
b. Can the owner refinance with a commercial lender and pay off the City?
c. Can the owner sell the property and pay off the City?
d. Does the balance warrant foreclosure?
e. Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If foreclosure is pursued, the owner will receive a (30) thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the City to prevent foreclosure.

At the end of thirty days, the Director or designee/assigned personnel will contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and makes all necessary notifications to the owner and junior lien holders. The service will advise the Director or designee/assigned personnel of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Director or designee/assigned personnel informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Director or designee/assigned personnel would then contact a real estate broker to market the home.

2. City as Junior Lien-Holder

It is the City's policy to prepare and record a "Request for Notice" on all junior liens (any lien after the first position) placed on properties financed by a loan or loans through publicly funded program(s). This document requires any senior lien holder to notify the lender (City) of initiation (recordation of a "Notice of Default") of a foreclosure only. This is to alert the junior lien holder that they are to monitor the foreclosure with the senior lien holder. When the City is in a third position and receives notification of foreclosure from only one senior lien holder, it would be in their best interest to contact both senior lien holders regarding the status of their loans.

The junior lien holder may cancel the foreclosure proceedings by "reinstating" the senior lien holder. The reinstatement amount must be obtained by contacting the senior lien holder. This amount will include all delinquent payments, late charges, advances (fire insurance premiums, property taxes, property protection costs, etc.), and foreclosure costs (fees for legal counsel, recordings, certified mail, etc.)

Once the City has the information on the reinstatement amount, the Director or designee/assigned personnel must then determine if it is cost effective to protect their position by reinstating the senior lien holder, keeping them current by submitting a monthly payment thereafter, foreclosing on the property possibly resulting in owning the property at the end of foreclosure, protecting the property against vandalism, and paying marketing costs (readying the home for marketing, paying for yard maintenance, paying a real estate broker a sales commission).

If the Director or designee/assigned personnel decides to reinstate, the senior lien holder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Director or designee/assigned personnel fails to reinstate the senior lien holder before five (5) days before the foreclosure sale date, the senior lien holder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Director or designee/assigned personnel determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lien holder to complete foreclosure, the City's lien may be eliminated due to insufficient sales proceeds.

N. Bonus, Commission or Fee

The Homeowner or Rental Owner cannot pay any bonus commission or fee for the purpose of the grant application or for any other approval or concurrence as may be required by HUD, or the City, pursuant to the provisions of this Program.

O. Conflict of Interest

No Program financial assistance will be provided to any member of the governing body of HUD, or the City of Monterey Park, who is in connection with the administration of the Program. No member of the above organizations can have any interest, direct or indirect, in the proceeds from the Program financial assistance or in any contract entered into by the applicant for the performance of the work, financed, in whole or in part, with the proceeds of the financial assistance provided through the Program.

P. Disclosure of Information

As a public entity, the City is subject to all applicable provisions of the California Public Records Act. Except to the extent financial or tax information may be exempt from disclosure, all documents for Loans or Grants are public records subject to disclosure.

Q. Equal Opportunity Policy

The City will not discriminate based upon sex, age, race, creed, color, religion, national origin, marital status, ancestry or physical handicap in the awarding of the contract for rehabilitation of property assisted by a Program grant or loan.

The City will not discriminate upon the basis of sex, age, race, creed, color, religion, national origin, marital status, ancestry or physical handicap in accepting applications and processing Program grants or loans.

R. Insurance Requirements

Homeowner(s) and Rental Owner(s) are obligated to carry sufficient fire insurance coverage on the property to be rehabilitated under the provisions of this Program. Before any grant assistance, minimum fire insurance coverage must be provided in an amount that is equivalent to the value of the dwelling including rehabilitation improvements. This requirement may be waived for emergency repairs, at the discretion of the Director or designee/assigned personnel.

S. Substitution of Contractor

In the event that the selected contractor fails or refuses to complete the work in a professional and workmanlike manner as set forth in the Rehabilitation Construction Contract, including its General Conditions and Standard Specifications, or fails to use due diligence in performing the required work, the City or Homeowner or Rental Owner may terminate the Rehabilitation Construction Contract, upon providing proper notice to such contractor. The City will assist the Homeowner or Rental Owner in completing the necessary termination document as needed. No further rehabilitation is to commence until the Request for Substitution of Contractor and Termination of Contract Form, releasing the original contractor form his/her contractual obligations, is on file at the City, and a new contract is signed between the substitute contractor and the Homeowner or Rental Owner(s). A substitute contractor must be selected in the same manner as the original contractor or selected as the next lowest responsible bidder from the original solicitation for bids.

The Director or designee/assigned personnel must inspect the job and compile a list of incomplete or unacceptable items to determine the extent of work to be completed by the substitute contractor. A meeting will be held between the Director or designee/assigned personnel, Homeowner or Rental Owner(s) and the original contractor to establish a method of contractor payment and prepare and official Request for Substitution of Contractor Form signed by both Homeowner or Rental Owner(s) and the original contractor. Funds withheld from the original contractor must be identified on the form. The original contractor must provide lien releases and invoices from itself and from the original subcontractor(s). The Director or designee/assigned personnel must prepare a revised Work Write-up based upon the City's inspection findings, which contains only those items necessary to complete the job. The Director or designee/assigned personnel may obtain a substitute contractor willing to perform such work, and, to the extent possible, negotiate the total contract price with the new contractor to assure that the new contract does not exceed available grant funding. A new Rehabilitation Construction Contract, Notice to Proceed, and Waiver and Hold Harmless Agreement shall be prepared by the City and appropriately signed.

T. Applicant Complaint Resolution Process

Complaints concerning the Program should first be made to the Director or designee/assigned personnel. If unresolved to the satisfaction of the applicant, an appeal may be made, in writing, to the City Manager, or designee. The City Manager's decision is final; there is no right for an appeal to the City Council.

U. Program Amendments

Amendments to these guidelines may be made from time to time by the City Council. The City Manager is authorized to promulgate administrative policies and procedures ("AP&P") to implement this Program in accordance with HUD requirements and approved as to form by the City Attorney.

EXHIBIT A

2016
HOME PROGRAM
MAXIMUM INCOME LIMITS

Household Size	Very Low-Income (0-50% of Median)	Low to Moderate-Income (51-80% of Median)
1	$30,400	$48,650
2	$34,750	$55,600
3	$39,100	$62,550
4	$43,400	$69,450
5	$46,900	$75,050
6	$50,350	$80,600
7	$53,850	$86,150
8	$57,300	$91,700

The income limits are published by the U.S. Department of Housing and Urban Development and are subject to change annually.

EXHIBIT B

24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS

Part 5 Inclusions

This table presents the Part 5 income inclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

General Category	(Last Modified: January 2005)
1. Income from wages, salaries, tips, etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. Business Income	The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest & Dividend Income	Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. Retirement & Insurance Income	The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except for certain exclusions, listed in Income Exclusions, number 14).
5. Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except for certain exclusions, listed in Income Exclusions, number 3).
6. Welfare Assistance	Welfare Assistance. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income: • Qualify as assistance under the TANF program definition at 45 CFR 260.31; and • Are otherwise excluded from the calculation of annual income per 24 CFR 5.609(c). If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: • the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; **plus**: • the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is reduced from the standard of need by applying a percentage, the amount calculated under 24 CFR 5.609 shall be the amount resulting from one application of the percentage.
7. Alimony, Child Support, & Gift Income	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. Armed Forces Income	All regular pay, special day, and allowances of a member of the Armed Forces (except as provided in number 8 of Income Exclusions).

Part 5 exclusions – For HOME Activities

This table presents the Part 5 income exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

General Category	(Last Modified: January 2005)
1. Income of Children	Income from employment of children (including foster children) under the age of 18 years.
2. Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses (except for certain exclusions, listed in Income Inclusions, number 5).
4. Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR5.403).
6. Income from a Disabled Member	Certain increase in income of a disabled member of qualified families residing in HOME-assisted housing or receiving HOME tenant-based rental assistance (24 CFR 5.671 (a)).
7. Student Financial Aid	The full amount of student financial assistance paid directly to the student or to the educational institution.
8. "Hostile Fire" Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
9. Self-Sufficiency Program Income	a. Amounts received under training programs funded by HUD. b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set side for use under a Plan to Attain Self-Sufficiency (PASS). c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program. d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving s a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time. e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.
10. Gifts	Temporary, nonrecurring, or sporadic income (including gifts).
11. Reparation Payments	Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
12. Income from Full-time Students	Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household or spouse).
13. Adoption Assistance Payments	Adoption assistance payments in excess of $480 per adopted child.
14. Social Security & SSI Income	Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
15. Property Tax Refunds	Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
16. Home Care Assistance	Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.

ATTACHMENT 3
City Council Packet – April 5, 2017

City Council Staff Report

DATE: April 5, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-E.

TO: Honorable Mayor and Members of the City Council

FROM: Michael A. Huntley, Community and Economic Development Director

SUBJECT: City of Monterey Park Residential Rehabilitation Program Guidelines

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution approving the updated Residential Rehabilitation Program Guidelines and the new Rental Rehabilitation Program Guidelines; and
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City of Monterey Park has provided a Residential Rehabilitation Program to the community for over two decades. The Program is designed to provide funding to eligible low-and moderate-income homeowners to cover the cost of necessary housing repairs; for the preservation of decent, safe, and sanitary housing; to correct hazardous structural conditions; to make improvements considered necessary to eliminate blight and improve handicapped access; and, to correct building and health code violations. The goal of the Program is to assist eligible low- and moderate-income residential owner-occupants in maintaining the City's existing housing stock by means of home rehabilitation.

Over the last two decades, the Residential Rehabilitation Guidelines have been update a number of times to address the changing needs of the community. In fall of 2016, the City Council directed staff to reevaluate the existing guidelines and return with a recommendation on how to best utilize the funds while meeting the national objectives as mandated by the United State Department of Housing and Urban Development (HUD).

On March 15, 2017, staff presented a number of recommendations to the City Council for consideration related to the existing Residential Rehabilitation Program guidelines and a new Rental Rehabilitation Program. Subsequent to feedback from the City Council, staff has submitted the final draft of both programs for consideration by the City Council.

DISCUSSION:

The City of Monterey Park receives an annual allocation of HOME funds from HUD. For fiscal year 2017-2018, the City anticipates receiving approximately $227,643 in HOME funds. In addition to these new HOME funds, approximately $480,000.00 in prior year HOME funds remains available for the operation of the Housing Rehabilitation Program. Moreover, the City receives an average of $50,000 annually in repaid HOME loan funds (program income) and this amount is expected to increase due to the potential early repayment of loans made to larger scale HOME-funded multi-unit projects. In total, the City holds an estimated $730,000 in HOME funds. In the last few years, it has been difficult for the City to meet its HUD expenditure deadlines due to lack of Program participation.

In April 2015, the City Council approved changes to the Program that included increasing financial assistance from $24,000 to $50,000 for lower income owner-occupants to make necessary home improvements. However, the form of assistance was modified from a combination of a $13,000 grant and an $11,000 loan to solely loan assistance. The current $50,000 Program loan carries 3% simple interest and is subject to recapture primarily upon the sale of the property or refinancing of the property with additional cash.

Since approval of the 2015 Program Guidelines, there has been a significant decrease in Program expenditures due to a lack of interested applicants. Prior to the 2015 Program changes, there was a waiting list of approximately 35 potential applicants. Of these, only five households continued through the application process and were approved for loan assistance. The primary reason for applicant withdrawal was the conversion from a grant and loan program, to strictly a loan.

In October 2016, staff presented a status report to the City Council regarding the lack of participation in the Residential Rehabilitation Program and the need to expend its HOME funds in a timely manner. As a result, the City Council directed staff to assess the program with the consideration a larger loan of up to $100,000 with no interest. Based on City Council request, staff reviewed the existing program guidelines and presented its recommendations to the City Council at the March 15, 2017 meeting. In addition, staff presented a new Rental Rehabilitation Program intended to assist non-profit housing providers in the community. Subsequent to City Council discussion, the Council directed staff to update the Residential Rehabilitation Program Guidelines as follows:

	Current Guidelines	**Proposed Changes**
Loan Amount	$50,000	$50,000 plus $25,000 for health and safety concerns
Interest Rate	3%	0%
Grant	$10,000 contingency above the $50,000 loan amount	$10,000 for lead base paint or asbestos abatement
Authority	CM up to $50,000	CM up to $100,000

The Council also directed staff to establish a new Rental Rehabilitation Program Guidelines as follows:

Rental Rehabilitation Program:

- Specifically for non-profit housing providers to assist in the rehabilitation of existing rental housing.
- Authorize the City Manager to negotiate and approve the terms of financial assistance under the Rental Rehabilitation Program of up to $150,000.
- Authorize City Manager to negotiate the terms of financial assistance under the Rental Rehabilitation Program over $150,000 subject to City Council approval.
- Establish the term of the loan and simple interest rate to be considered at the following meeting.

Note: Attached is a draft copy of the guidelines for both programs.

FISCAL IMPACT:

There is minimal fiscal impact to the General Fund sine the majority of the cost are covered by the HOME funds.

ATTACHMENTS:

Draft Resolution
Draft Residential Rehabilitation Program Guidelines

Respectfully submitted,

By

Michael Huntley
Community and Economic
Development Director

Prepared by:

Deborah Sottek
Housing Consultant

Approved by:

Ron Bow
Interim City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENT 1
Resolution

RESOLUTION NO.

A RESOLUTION ADOPTING THE 2017 RESIDENTIAL REHABILITATION PROGRAM GUIDELINES FOR USE WITH THE HOME PROGRAM.

The City Council for the City of Monterey Park does resolve as follows:

SECTION 1: *Findings.* The City Council finds and declares as follows:

A. The Monterey Park Residential Rehabilitation Program (the "Program") is designed to improve the quality of life of low- income families by providing low interest loans for rehabilitating homes owned or occupied by eligible families;

B. The Program is established pursuant to applicable provisions of the City of Monterey Park's adopted Housing Element and United States Department of Housing and Urban Development ("HUD") pursuant to the federal HOME Program, 42 U.S.C. §§ 12701, *et seq.* (the "HOME Program"); and

C. It is in the public interest to amend the Program to ensure its compliance with all applicable law including, without limitation, the HOME Program.

SECTION 2: The City Council amends the Rehabilitation Program Guidelines as set forth in attached Exhibit "A," which is incorporated by reference, for the purpose of fulfilling its obligations as set forth in Section 1 of this Resolution

SECTION 3: *Authorizations.* The City Manager is authorized to promulgate administrative policies and procedures in order to implement the purpose and goals set forth in this Resolution.

SECTION 4: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED, APPROVED and ADOPTED this 5th day of April, 2017.

____
Teresa Real Sebastian, Mayor

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

By: ____________________________
Karl H. Berger
Assistant City Attorney

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 ___ day of February 2017 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Dated this ___ day of ____ 2017

____
Vincent D. Chang, City Clerk

ATTACHMENT 2
Residential and Rental Rehabilitation Program Guidelines

CITY OF MONTEREY PARK

RESIDENTIAL REHABILITATION

PROGRAM GUIDELINES

April 5, 2017

PART I: Residential Rehabilitation Program (Owner-Occupied)

PART II: Rental Rehabilitation Program

PART III: General Program Requirements
(Applicable to both programs under Parts I and II)

CITY OF MONTEREY PARK
RESIDENTIAL REHABILITATION PROGRAM

PROGRAM OVERVIEW

A. Purpose and Goal of Program

The purpose of the Residential Rehabilitation Program (the "Program") is to provide loans and grants to eligible low and moderate-income homeowners ("Homeowner") and qualified owners ("Rental Owner") of rental properties occupied primarily by low and moderate-income tenants to cover the cost of necessary housing repairs; for the preservation of decent, safe, and sanitary housing; to correct hazardous structural conditions; to make improvements considered necessary to eliminate blight and improve handicapped access; and, to correct building and health code violations.

B. Sources of Funds

The City of Monterey Park ("City") received funds from the United States Department of Housing and Urban Development ("HUD") pursuant to the federal HOME Program, 42 U.S.C. §§ 12701, *et seq*. (the "HOME Program"), to be used for the purposes of providing decent, safe and sanitary housing to the citizens of Monterey Park in accordance with the HOME Program.

C. Program Administration

The Monterey Park City Council: The Monterey Park City Council (the "Council") has the ultimate decision-making authority concerning interpretations of Program policies and goals.

The City Manager or designee: The City Manager (the "City Manager") is responsible for providing overall supervision and making policy decisions.

City Departments: The Director of the Community and Economic Development, or designee/assigned personnel (the "Director") is responsible for Program implementation including marketing and is the Program Administrator. This position is also responsible for providing overall management of the day-to-day operations and coordination with designated staff to complete site evaluations and rehabilitation computations. The tasks in part involve evaluations, inspections, work write-ups, bids, construction monitoring, and program closeout.

The Director or designee/assigned personnel/assigned personnel is also responsible for maintaining the Rehabilitation process in accordance with these Guidelines and for the fiscal and accounting tasks for the Program, including management of the Rehabilitation Account from which funds can be disbursed.

The Management Services (Finance) Department will also provide fiscal review and collection services.

The City Clerk is responsible for recording all appropriate documents and maintenance of records upon closeout of each rehabilitation activity by the Director or designee/assigned personnel/assigned personnel.

City Attorney: The City Attorney is responsible for providing review and legal counseling as needed for Program administration.

PART I. Residential Rehabilitation Program (Owner-Occupied)

A. Types of Assistance Available

The goal of the Residential Rehabilitation Program (Owner Occupied) is to provide financial assistance to Homeowners who are in need of home repairs and occupy the property as their principal residence. HOME Program regulations require that the property meets or will be brought up to the applicable HOME Program property standards

1. Grant Funds: Grant funds (to the extent the use of grant funds is permitted under HOME program regulations and federal laws) will be provided to Homeowners to (1) direct soft costs associated with the loan (e.g. recording fees, title report, credit report, lead report, asbestos report); and up to $10,000 to address the remediation or abatement of lead based paint building components and/or asbestos containing building materials (refer to Part III – General Program Requirements.

2. Owner Contribution: The homeowner is not obligated to contribute any personal funds. The applicant cannot contract for paying for any upgrades that are not eligible under the Program.

B. Property Eligibility

1. Eligible Structures: Building or structures eligible for rehabilitation under this Program are owner-occupied single-family dwellings, townhouse, or condominium located with the City limits of the City of Monterey Park.

2. Property Inspection: The homeowner must permit interior inspections of the property by the City's representatives.

3. Number of existing loans: The City must hold either the first (1st) or second (2^{nd}) lien on the property. Exceptions to this rule will be reviewed on a case-by-case basis.

4. Maximum After-Rehab Value: In order to use HOME Program funds, the value of the HOME Program assisted property after rehabilitation cannot exceed 95% of the median purchase price fort the Los Angeles area, as determined by HUD. The 95% values are established by 24 CFR 92.254(a)(2)(iii) and are based on the 95 percent of the state-wide nonmetropolitan area median purchase price. The after-rehabilitation value is established by comparable sales. Project files will contain the estimate of the value and document the basis for the value estimates.

The Los Angeles County 95% value presents a barrier to the use of HOME Program funds for homeowner rehabilitation within Monterey Park due to the City's above County average housing prices. To overcome this barrier, the City is allowed by the HOME Program to conduct a housing market survey to justify a higher value based on 95% of the median value of the City's single-family and condominium units. As home values increase new surveys will be completed. A housing market survey will be conducted annually or as often as deemed necessary to set the allowable values in Monterey Park for HOME Program participation. As required by federal regulations, if the City determines that an increase in the after-rehabilitation value is necessary for homeowner program participation, the City will include its findings into the City's Annual Action Plan notifying HUD that the City will be utilizing the after-rehabilitation value identified in the survey.

C. Homeowner/Applicant Eligibility

1. Definition of Owner-Occupant Household: For the purposes of determining program eligibility, "household" means a person or persons occupying a housing unit as the principal place of residence consistent with, and to be verified by the principal place of residence identified on the person's most recent income tax filing with the Internal Revenue Service.

2. Income Eligibility: Participation in the Program is limited to Homeowners whose annual household income does not exceed the "low-income" category (i.e., less than 80% of the County median family income) as defined by HUD. These income limits are published by HUD annually and provide a criterion for eligibility based on the total amount of annual household adjusted for household size. Current income limits are shown in Exhibit A. The City will require documentation of both household size and household income information in order to determine applicant eligibility pursuant to the most recent income information required by HUD

3. Definition of Annual Income: For the purposes of determining Program eligibility, annual income will follow the Part 5 income inclusions and exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Exhibit B).

   The Director, or designee/assigned personnel, will make the final decision in situations where the classification of income is not apparent.

4. Property Ownership

   The Homeowner(s) must be the current owner(s) and occupant(s) of the property to be rehabilitated in order to be eligible for Program assistance. The existing grant deed must list all current owners of the property. Property owner(s) are construed to be any person(s) or legal entity that holds title to the property being rehabilitated. In the case of multiple ownership, the signature of each titleholder is required on all appropriate documents. The City will verify property ownership and require all persons currently on the title to give written consent to all work proposed to be done on the property before initiating such work. All such persons must comply with the restrictions set forth in these guidelines, including without limitation the requirement that the persons use the property as their principal place of residence as defined in C.1., above.

5. Other Documentation Required

The Homeowner(s) must also submit the following documents in order to determine eligibility:

a. City Application;
b. Copy of income tax forms for the previous two years;
c. Copy of six (6) consecutive months of checking account statements
d. Copy of one (1) month of savings or other asset statements
e. Copy of recent property tax bill;
f. Copy of two consecutive months of recent payroll check stubs, recent Social Security checks, Social Security SSI checks, AFDC checks or pension and retirement checks;
g. Copy of fire insurance policy for the subject property;
h. Copy of legal identification with photograph such as driver's license or passport;
i. Any additional documentation necessary to meet current federal regulations.

6. Re-applicant Period

In order to give as many persons the opportunity to participate in the Residential Rehabilitation Program, the Homeowner(s) cannot have any outstanding loans with the City and has not participated in the Residential Rehabilitation Program within a ten-year period.

D. Eligible Rehabilitation Activities

Refer to Part III (General Program Requirements)

E. OOR Program Procedures

1. Applicant Intake and Eligibility Determination

a. Pre-Screening: Prospective applicants will be pre-screened for basic eligibility requirements. A Program Application form must be completed and submitted. A copy of the application forms is attached as Exhibit "C," and incorporated by reference.

b. Application: The Program Application form and additional forms must be submitted to the Director or designee/assigned personnel, attention Residential Rehabilitation Program. Applications will be reviewed in the order in which they are received. The City will maintain a waiting list for all prospective applicants. If an emergency condition exists, the applicant may be moved up on the waiting list at the discretion of the Director or designee/assigned personnel to facilitate the elimination of the emergency condition. The determination of an emergency will be made on a case-by-case basis by the Director or designee/assigned personnel to address emergency situations such as natural disasters and life safety emergencies, e.g., non-functioning hot water heaters, furnaces, leaky roof. The amount of the funding that the applicant will receive will cover the cost to eliminate the emergency condition only. The applicant then will return to his/her original place on the waiting list.

c. Verification and Eligibility Determination: The City will verify all sources of household income in accordance with guidelines established by HUD. Household income must be verified before applicant eligibility can be established. Income verification information shall be updated and applicant eligibility re-determined if such information is more than six months old before the beginning of rehabilitation work. Applicants will be notified in writing regarding eligibility status.

d. Rehabilitation Feasibility Determination: Once an applicant is determined to meet eligibility requirements, an initial inspection of the property will be made by the Director or designee/assigned personnel to determine the extent of any building deficiencies that may be corrected through the Residential Rehabilitation Program. The items on List "A" will be checked for code compliance before items on List "B" can be considered. A work write-up will be prepared by the Program Inspector for inclusion in the bid package.

e. Processing of Loan: Copies of work write-up and other pertinent documents will be reviewed for title verification before the City issues a Loan. The Director or designee/assigned personnel will review the title policy and other pertinent document to determine the loan to value ratio and the City's lien position in the loan (e.g., second position). In order to obtain financing, applicants must meet all property and eligibility guidelines in effect at the time of funding approval. All current loans on the property will be reviewed before considering the Loan.

f. Approval and Notifications: Based on all information submitted, the Director or designee/assigned personnel will recommend to the City Manager to either approve or deny the Loan application, subject to City Attorney review of forms. The Director or designee/assigned personnel will make a decision to award or deny the Loan. In general, the City should not loan when the total value of all loans, liens, and encumbrances exceeds the value of the house and property.

2. Procurement And Contractor Selection

a. Procurement: The City will coordinate with the applicant to obtain at least three (3) estimates from qualified contractors for each rehabilitation project. The homeowner(s) is responsible for obtaining estimates for repairs. Estimates must be submitted in the form prescribed by the Director or designee/assigned personnel. The City will establish limits on the length of time available for the applicant to obtain bids. Failure to obtain bids in a timely manner may be grounds for suspension from the program.

b. Selection: In accordance with HOME Program, the City must perform a cost or price analysis for the project scope of work, including contract modifications. This cost estimate must be in writing and must be prepared before bids or proposals are received. These estimates must be kept in the Homeowner file. The Homeowner-selected bid must be within 10% of the City's cost estimate, otherwise an explanation must be provided to the file for any bid selected exceeding 10% of the estimate. The Homeowner is encouraged to accept the lowest reasonable bid. The Homeowner selected contractor cannot be listed on the System for Award Management (SAM) debarred list, and must be cleared by the Contractor's State Licensing Board in order to be awarded the contract. The applicant cannot pay any bonus fee or any other consideration to the contractor except for the bid price and any change orders consistent with the HOME Program and approved by the City.

c. Contractor Insurance/License File: The City will maintain a file for the Contractor performing work pursuant to the terms and conditions of this program. The file shall include the following information:

   i. Contractor's social security number or federal tax ID number;
   ii. Copies of the Contractor's current liability and worker's compensation insurance policies;
   iii. Copy of City Business License;
   iv. A list of all of the sub-contractors (including license number) to be used by the General Contractor; and
   v. Federal Lobbyist Certification.

   Any contractor with lapsed insurance or contractor's license must be removed from the job until he/she is able to provide proof of current insurance and/or license. All contractors are required to obtain a City Business License before the City issues a building permit.

d. Ineligible Contractors: Neither the City nor the applicant(s) can contract for rehabilitation work, to be paid for in whole or in part with proceeds from a City loan or grant, to any contractor who is not a California licensed contractor, who cannot produce sufficient evidence of current Worker's Compensation and Liability Insurance coverage, or who is on the System for Award Management Debarred Contractor list or is otherwise ineligible for contract work. All owner/builders, or any member of the applicant's family, are considered ineligible regardless of credentials or license. Any ineligible contractor found working at the job must be removed immediately, without compensation.

3. Award of Contract

a. Notification: The City will notify the contractor in writing of the award of contract and establish a time for the pre-construction conference.

b. Rehabilitation Construction Contract: The contract, for the approved rehabilitation work will be prepared by the City and be executed by the applicant and the selected contractor. The City may require the inclusion of certain contractual terms in accordance with HUD and/or City requirements. In the event of any dispute arising under this program, the injured party must notify the injuring party in writing of its contentions as specified under the contractor agreement between the applicant and the contractor.

c. Private Arrangements: The City will not compensate the contractor for any work not authorized pursuant to the Program.

d. Preparation of Loan Document: The Director or designee/assigned personnel will prepare loan and related documents. Original loan documents will be sent to the Director or designee/assigned personnel, for loan services.

e. Upgrades: The applicant cannot contract for paying for any upgrades that are not eligible under the Program.

4. Pre-construction Meeting

Before construction, the City will arrange a pre-construction meeting, which must be attended by the contractor, subcontractor(s) if applicable, the applicant, and the Director or designee/assigned personnel. The purpose of this meeting is to explain all applicable HUD and/or City requirements including Labor Standard Requirements, explain all Program requirements and procedures, coordinate and schedule the work start date, and answer questions related to contract documents. The City may maintain written minutes of this meeting.

5. Start of Construction

No work can commence until a "Notice to Proceed" is issued to the contractor, signed by the applicant and the Director or designee/assigned personnel. In addition, no work can commence until the City issues applicable permits.

6. Progress Payments to Contractor and City Inspections

a. Inspections and Complaints: To ensure the integrity of the authorized repair work, the Director or designee/assigned personnel will conduct site inspections before the issuance of progress payments and prepare inspection reports that identify any deficiencies in a contractor's materials or workmanship. These reports must be reviewed and signed by the Homeowner. The Director or designee/assigned personnel may make regular and/or unannounced inspections of work in progress to identify the quality or work and assess satisfaction of the applicant(s).

b. <u>Payment Request Packages</u>: The Contractor must submit payment request packages to the City in format required by the Director or designee/assigned personnel. All requests should be signed by the contractor, Homeowner, and Director or designee/assigned personnel, certifying that the work has been satisfactorily completed. All pertinent invoices, releases certifications, and copies of applicable permits must be attached to the payment request. Final payment request must also include the homeowner's certification of acceptance, notice of completion, and certificate of occupancy (or similar form as determined by the Director or designee/assigned personnel). Payment request packages must be submitted to the City for approval. A maximum of four (4) progress payments minus 5% retention may be submitted. The final payment for the 5% retention may be submitted in addition to any progress payments. The final payment for the 5% retention will be paid 35 days after the Notice of Completion is recorded.

PART II. Rental Rehabilitation Program

A. Types of Assistance Available

The goal of the Rental Rehabilitation Program is to provide financial assistance to nonprofit owners of rental properties in need of repairs that are primarily occupied by extremely low, low and moderate income renter households. The financial assistance will be in the form of a 3% simple interest loan. Refer to Section H(3) for additional loan information.

B. Property Ownership

Property owner is construed to be a legal entity] that holds title to the property being rehabilitated. The owner of the property must have received a tax-exempt ruling from the IRS under Section 501(c) of the Internal Revenue Code of 1986 as a qualified nonprofit whose by-laws include an emphasis on housing. The City will verify property ownership and require all entities currently on the title to give written consent to all work proposed to be done on the property before initiating such work.

C. Property Eligibility

1. Eligible Structures: Building or structures eligible for rehabilitation under this Program are renter-occupied housing units located with the City limits of the City of Monterey Park.

2. Property Inspection: The applicant must permit interior inspections of the property by the City's representatives.

3. Number of existing loans: On case by case basis, the Director or designee/assigned personnel, will determine the lien position on the property.

4. Re-applicant Period: The property cannot have any outstanding HOME-funded loans with the City or other government agency within the period of affordability (refer to Part II (D), below).

D. PERIOD OF AFFORDABILITY

The restrictions under Part II (E), below, will apply to the rental project for a minimum period of time referred to as the period of affordability. The period of affordability is dependent on the amount of total financial assistance allocated to the project as follows:

DOLLAR AMOUNT PER-UNIT HOME	MINIMUM AFFORDABILITY PERIOD
<$15,000/unit	5 years
$15,000-$40,000/unit	10 years
>$40,000	15 years

The City will use the chart above as a minimum guide but will determine the period of affordability for a rental project on case-by-case basis.

E. RENT AND OCCUPANCY REQUIREMENTS

The rental project will be subject to following restrictions for the period of affordability.

1. Number and Definition of Assisted Units: Based on the subsidy layering analysis, the City will determine the number of rental units that will be considered "assisted units." An assisted unit is a unit that must remain affordable for the period of affordability established in the City's covenants for the project. The City will specific whether the "assisted units" will be fixed units or floating units. For instance, in a 10-unit rental project, if the City designates units A, B, C, D and E as the assisted units, these specific units (A through E) remain the assisted units throughout the period of affordability. The location of "floating units" can change during the period of affordability but must remain comparable in size, number of bedrooms, number of bathrooms, and amenities as those originally identified as assisted units.

2. Income and Rent Restrictions: The rents for the rental project will at a minimum be restricted as follows:

   a. Number of Very Low-Income Rental Units (0-50% of AMI): A minimum of twenty percent (20%) of the assisted units (containing five or more assisted units) must be occupied by very low-income households (0-50% of area median income). Current income limits are shown in Exhibit A.

   Rent Calculation – The assisted units in this (0-50%) category must bear rents no greater than: (1) 30% of the tenant's monthly adjusted income; (2) 30% of the gross income of a family at 50% of area median income, adjusted for family size; (3) in units receiving Federal or State project-based rental assistance in which the very low-income family pays not more than 30% of the family's adjusted income, the maximum rent allowable under the Federal or State project-based rental assistance subsidy program.

   b. Number of Low and Moderate-Income Rental Units (51-80% of AMI): The remaining assisted units may be occupied by households with incomes up to 80% of the area median. Current income limits are shown in Exhibit A.

   Rent Calculation – Assisted units in this category (0-80% AMI) must bear rents not greater than the lesser of: (1) the Section 8 Fair Market Rents (FMRS) minus tenant-paid utilities; or (2) rents that are 30% of adjusted income for families at 65% of median income minus tenant-paid utilities.

   The following chart illustrates an example of how to calculate the number of very low-income units and the number of moderate-income units.

Total Number Units in Project/Building	Total Number of "Assisted Units"*	Number of "Assisted Units" Required to be Occupied by Very Low-Income Households (0-50% AMI)	Number of "Assisted Units" Required to be Occupied by Moderate Income Households (0-80% AMI)	Number of Fair Market Units (Not subject to any Restrictions)
50	15*	3 (15 x 20% = 3)	12 (15–3 = 12)	35 (50-15= 35)
* **Note** – The total number of "assisted units" is determined by the amount of total HOME funds that are invested in the project.				

On a case-by-case basis, the Director or designee/assigned personnel, may require an increase to the number of assisted units. The increase in the number of assisted units, if any, will be determined by the total amount of funding provided to the project and the total number of assisted units provided.

F. DEFINITION OF ANNUAL INCOME

For the purposes of determining tenant annual income the Rental Owner will follow the Part 5 income inclusions and exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Exhibit B).

G. ELIGIBLE REHABILITATION ACTIVITIES

Refer to Part III (General Program Requirements)

H. PROGRAM PROCEDURES

The Community and Economic Development Department will actively seek qualified private and non-profit owners to participate in the Rental Rehabilitation Program.

1. Applicant Eligibility Determination

   a. Pre-Screening: Prospective applicants will be interviewed by the Director or designee/assigned personnel to assess whether the project is consistent with the City's community development and affordable housing goals and whether the project meets basic HOME Program eligibility requirements.

   b. Letter of Interest and City Project Application: The property owner will submit a letter of interest along with the City application. The application form and additional forms must be submitted to the Director or designee/assigned personnel. Applications will be reviewed in the order in which they are received and funding availability.

   c. Verification and Eligibility Determination: The City will verify all sources of documentation provided in the application in accordance with the City guidelines and additional regulations prescribed by HUD.

   d. Rehabilitation Feasibility Determination: Once an applicant is determined to meet eligibility requirements, an initial inspection of the property will be made by the Director or designee/assigned personnel to determine the extent of any building deficiencies that may be corrected through the Rental Rehabilitation Program. A work write-up will be prepared by the Program Inspector for inclusion in a bid package.

2. Assessment of Financial Assistance: The application and all support documents relevant to the determination of the available equity, existing loan status, and ownership status, number of affordable units, length of time of affordability restrictions, etc. will be reviewed by the Director or designee/assigned personnel. The Director or designee/assigned personnel will perform a subsidy laying analysis for the project according to HUD guidelines. At a minimum this will include the review a pro-forma provided by the applicant. The pro-forma must include all cash-flow and expenses. Based on the information, the Director or designee/assigned personnel will provide a recommendation of the amount of loan assistance.

3. Approval of Financial Assistance: Based on all information submitted, the Director or designee/assigned personnel will recommend to the City Manager to either approve or deny the application, subject to City Attorney review, as follows:

   a. Financial assistance under $150,000.00: The City Manager will be authorized to approve a 20-year, deferred 3% simple interest rate loan. At 20 years, the loan plus accrued interest will be due and payable.

   b. Financial assistance exceeding $150,000.00: All loans over $150,000.00 will carry a 3% simple interest rate. The loan will require amortized payments. The City Manager is authorized to negotiate the terms of loan amortization period of between 10 and 20 years. In no case will the loan term exceed 20 years. City Council approval is required for all loans over $150,000.00.

4. Notifications: The applicant will be notified in writing of the approval or denial of the application.

5. Execution of Loan Documents: Upon approval by the City Manager or City Council, as applicable, and before the execution of the construction contract, the Director or designee/assigned personnel will prepare loan and related documents, in a form approved by the City Attorney, and secure all necessary owner signatures on the loan documents. Original loan documents will be sent to the Director or designee/assigned personnel, for loan servicing.

I. PROCUREMENT AND CONTRACTOR SELECTION

1. Procurement: The City will coordinate with the property owner to obtain at least three estimates from qualified contractors for the rental rehabilitation project. The property owner(s) is responsible for obtaining estimates for repairs. Estimates must be submitted in the form prescribed by the Director or designee/assigned personnel. The City will establish limits on the length of time available for the applicant to obtain bids. Failure to obtain bids in a timely manner may be grounds for suspension from the program.

2. Selection: In accordance with HOME Program and MPMC Chapter 3.100, the contractor who is considered to be the lowest responsible bidder, is not listed on the System for Award Management (SAM) debarred list, and is cleared by the Contractor's State Licensing Board will be awarded the contract. The applicant must choose the lowest responsible contractor to perform the work. The applicant cannot pay any bonus fee or any other consideration to the contractor except for the bid price and any change orders consistent with the HOME Program and approved by the City.

3. Contractor Insurance/License File: The City will maintain a file for the Contractor performing work pursuant to the terms and conditions of this program. The file must include the following information:

   a. Contractor's social security number or federal tax ID number;
   b. Copies of the Contractor's current liability and worker's compensation insurance policies;
   c. Copy of City Business License;
   d. A list of all of the sub-contractors (including license number) to be used by the General Contractor; and
   e. Federal Lobbyist Certification.

Any contractor with lapsed insurance or contractor's license must be removed from the job until it is able to provide proof of current insurance and/or license. All contractors are required to obtain a City Business License before the City issues a building permit.

4. Ineligible Contractors: Neither the City nor the applicant(s) can contract for rehabilitation work, to be paid for in whole or in part with proceeds from a Loan or Grant, to any contractor who is not a California licensed contractor, who cannot produce sufficient evidence of current Worker's Compensation and Liability Insurance coverage, who is on the System for Award Management Debarred Contractor list, or is otherwise ineligible for contract work. All owner/builders, or any member of the applicant's family, are considered ineligible regardless of credentials or license. Any ineligible contractor found working at the job must be removed immediately, without compensation.

5. Award of Contract

   a. Notification: The City will notify the contractor in writing of the award of contract and establish a time for the pre-construction conference.

   b. Rehabilitation Construction Contract: The contract, for the approved rehabilitation work will be prepared by the City and be executed by the property owner and the selected contractor. The City may require the inclusion of certain contractual terms in accordance with HUD and/or City requirements.

      i. Davis-Bacon Wage Requirements: If the property contains 12 or more units, Davis-Bacon requirements will be followed.

      ii. Disputes: In the event of any dispute arising under this program, the injured party must notify the injuring party in writing of its contentions as specified under the contractor agreement between the property owner and the contractor.

      iii. Private Arrangements: The City will not compensate the contractor for any work not authorized pursuant to the Program.

      iv. Upgrades: The applicant cannot contract for paying for any upgrades that are not eligible under the Program.

6. Pre-construction Meeting

Before construction, the City will arrange a pre-construction meeting, which must be attended by the contractor, subcontractor(s) if applicable, the property owner, and the Director or designee/assigned personnel. The purpose of this meeting is to explain all applicable HUD and/or City requirements including Davis-Bacon Requirements, as applicable, explain all Program requirements and procedures, coordinate and schedule the work start date, and answer questions related to contract documents.

7. Start of Construction

No work can commence until a "Notice to Proceed" is issued to the contractor, signed by the property owner and the Director or designee/assigned personnel. In addition, no work can commence until the City issues applicable permits.

8. Progress Payments to Contractor and City Inspections

a. Inspections and Complaints: To ensure the integrity of the authorized repair work, the Director or designee/assigned personnel will conduct site inspections before the issuance of progress payments and prepare inspection reports that identify any deficiencies in a contractor's materials or workmanship. These reports must be reviewed and signed by the Rental Owner. The Director or designee/assigned personnel may make regular and/or unannounced inspections of work in progress to identify the quality or work and assess satisfaction of the property owner(s).

b. Payment Request Packages: The Contractor must submit payment request packages to the City in format required by the Director or designee/assigned personnel. All requests should be signed by the contractor, Rental Owner, and Director or designee/assigned personnel, certifying that the work has been satisfactorily completed. All pertinent invoices, releases certifications, and copies of applicable permits must be attached to the payment request. Final payment request must also include the owner's certification of acceptance, notice of completion, and certificate of occupancy (or similar form as determined by the Director or designee/assigned personnel). Payment request packages must be submitted to the City for approval. A maximum of four progress payments minus 5% retention may be submitted. The final payment for the 5% retention may be submitted in addition to any progress payments. The final payment for the 5% retention will be paid 35 days after the Notice of Completion is recorded

PART III GENERAL PROGRAM REQUIREMENTS

A. Program Area Eligibility

To be eligible for the Housing Rehabilitation Program, the property to be repaired must be used for residential purposes and located within the City's jurisdiction. To increase program participation, the City will focus a marketing campaign geographically on low- and moderate- income neighborhoods where feasible as well as marketing the program throughout the City.

B. Ineligible Property Types

1. Properties previously financed with HOME during the affordability period cannot receive additional HOME assistance unless assistance is provided during the first year after project completion.

2. HOME funds may not be used for development, operations or modernization of public housing financed under the 1937 Act (Public Housing Capital and Operating Funds).

3. Projects assisted under 24 CFR Part 248 (Prepayment of Low-Income Housing Mortgages) may not receive HOME funds, unless assistance is provided to "priority purchasers" of such housing.

   a. A priority purchaser is a resident council organized to acquire a project in accordance with a resident homeownership program, or any nonprofit organization or state or local agency that agrees to maintain low-income affordability restrictions for the remaining useful life of the project. Organizations or agencies affiliated with a for-profit entity for the purposes of purchasing a property do not qualify as priority purchasers.

C. Minimum Property Rehabilitation Standards

All work performed under the Residential Rehabilitation Program must meet all applicable standards contained in the Monterey Park Municipal Code ("MPMC") including, without limitation, zoning regulations; the California Fire Code; the California Building Code; and similar codes adopted by reference within the MPMC.

D. Eligible Rehabilitation Activities

The following are eligible rehabilitation activities under this program. All rehabilitation activities must comply with MPMC requirements. Building permits, where required, will be included as part of a grant or loan request. Those listed under (1), below, must be brought up to code before items in the list number (2) can commence.

An applicant may choose to upgrade the material being used; however, the applicant will be required to pay the difference between the standard grade material commonly specified and the upgraded material.

1. Rehabilitation Needs Which Warrant ***Priority*** Repair

(<u>NOTE:</u> This list of eligible improvements is not exhaustive. The Director or designee/assigned personnel maintains the discretion to determine eligibility of particular improvements.)

For each eligible property, the following health and safety items and code violations will be given priority for rehabilitation and must be addressed before all other home repairs:

a. Repair or replace roof;
b. Repair foundation;
c. Repair or replace electrical wiring;
d. Repair or replace plumbing: (strapping & venting of water heater required);
e. Repair or replace inadequate heating system;
f. Repair or replace inoperable water heaters;
g. Eliminate and repair termite, dry rot and/or rodent damage;
h. Remove lead-based paint hazards affected by the proposed work;
i. Install home protection measures and home security devices such as deadbolt door hardware (burglar alarms and window security bars are not eligible);
j. Eliminate specific conditions detrimental to public health and safety that have been identified by City Inspectors;
k. Install smoke alarms;
l. Correct maintenance or code violations. Violations resulting from deliberate actions performed by the property owner without City approval such as illegal room additions or garage conversion are not eligible for assistance; and
m. Correct violations of applicable model codes adopted by Title 24 of the California Code of Regulations, as adopted by the MPMC.

2. <u>Eligible Renovation</u>

(<u>NOTE:</u> This list of eligible improvements is not exhaustive. The Director or designee/assigned personnel maintains the discretion to determine eligibility of particular improvements.)

Repairs that may be eligible through the Program are:

a. Cost effective energy conservation measures;
b. Removal of lead-based paint hazards not affected by the proposed work;
c. Removal of barriers to the handicapped;
d. Repair/replace air conditioning unit for seniors over 62, or non-seniors with a doctor's statement;
e. Repair/replace screens;
f. Install new insulation;
g. Repair/replace kitchen and bath flooring, linoleum type only;
h. Repair/replace bath fixtures;
i. Repair/replace countertops (Formica at kitchen only);
j. Repair/replace windows and doors;
k. Repair/replace stucco;
l. Painting;
m. Repair/replace badly worn carpet;
n. Repair/replace dilapidated kitchen or bath cabinets;
o. Concrete driveway;
p. Retaining walls where necessary to mitigate a safety hazard; and
q. Drought resistant landscaping improvements

3. Ineligible Renovation

(Note: This list of *ineligible* improvements is not exhaustive. The Director or designee/assigned personnel maintains discretion to determine eligibility of particular improvements.)

The following improvements are not eligible for financing through the Residential Rehabilitation Program. On a case-by-case basis, the Director or designee/assigned personnel may consider one or more these items eligible for rental projects only.

a. New construction or remodeling of the existing dwelling;
b. Reimbursement for an owner's personal labor;
c. Appliances (except built-in stove, cook top, oven, overhead exhaust and garbage disposal);
d. Purchase, installation, or repair of furniture;
e. Demolition that does not improve the existing structures;
f. Free standing concrete block walls;
g. Repairs that are interim in nature;
h. Wrought iron security devices
i. Recreational equipment, facilities, or repairs; Kennels;
j. Bath house, swimming pools, saunas, hot tubs, Jacuzzis;
k. Photomurals, stands, television antennas, valances, cornice boards;
l. Waterproofing;
m. Burglar alarm;
n. Fire extinguishers;
o. Greenhouses;
p. Decorative roofing;
q. Drapes;
r. Barbecue pits;
s. Landscaping (unless functional and related to other rehab work or replacement of existing landscaping with drought tolerant landscaping); and
t. Any items considered being luxury items as determined by the staff.

F. Historical and Environmental Review

The Director or designee/assigned personnel review all properties participating in the program to determine if any structure on the property is older than 50 years and or further environmental review is necessary in accordance with California Environmental Quality Act (CEQA) or, if applicable, the National Environmental Protection Agency (NEPA). For those properties containing improvements older than 50 years, the City will prepare a Basic Property Identification Form for the subject property and attach required photographs for submittal to the State Office of Historic Preservation (SHPO). Any conditions imposed by SHPO for the rehabilitation of the property must be adhered to.

G. Lead Based Paint

1. Per HOME program regulations, rehabilitation projects that exceed $25,000 in federal assistance require complete abatement of all lead containing elements. Rehabilitation projects assisted with federal funds in excess of $5,000, but not more than $25,000 are required to be tested for lead and only those items that contain lead and are being disturbed as part of the rehabilitation work have to be addressed through interim controls or abatement. A minimum of two bids will be sought from lead-certified companies for the remediation/abatement of each project, as required. The lowest bid shall be utilized.

2. The City as part of the program process will provide a "Protect Your Family" lead-based paint hazard brochure to all program participants (homeowners and tenants). On projects that are funded with HOME Program funds, a lead paint inspection must be conducted by a licensed company contracted by the City. The City will comply with all requirements under Title X of HUD's lead paint regulations. Additional requirements as established by the U.S. Department of Housing and Urban Development shall be included as part of the requirements under this section.

H. Davis-Bacon Requirements

In accordance with HOME Program Entitlement Grant Regulations, Davis-Bacon requirements apply to the rehabilitation of residential property only if such property contains 12 or more units.

I. Property Maintenance

Homeowner(s) and Rental Owner(s) is/are responsible for property maintenance during the rehabilitation work (contractor is responsible for keeping the property clean of all construction material) in conformance with the MPMC. Homeowner(s) and Rental Owner(s) are responsible for insuring that the rehabilitation work is not impeded because of improperly maintained property or general sloppiness, and those items of value, including pets, is secured. The City will require that the contractor and his/her employees provide adequate protection to the Homeowner(s) and Rental Owner(s) property, both interior and exterior, during the rehabilitation process.

J. Property Tax Bills

Current property tax bills for the assisted property must be submitted to the City as part of the application process. The Homeowner(s) or Rental Owner(s) is/are responsible for insuring that the property taxes are current and remain current for duration of the loan or grant period. If a Homeowner(s) and Rental Owner(s) property tax statement indicates a delinquency at the time of the Program application, the City will not proceed with application processing until it is supplied with a Certificate of Redemption from the Los Angeles County Tax Assessor's Office or other appropriate documentation of proof of payment.

K. Notice of Completion

The City is responsible for executing and recording a Notice of Completion within 30 days of the completion of the work.

L. Loan Risk Assessment

The Director or designee/assigned personnel will conduct risk assessment for all financial assistance being requested. The Director or designee/assigned personnel may request additional credit information or property appraisal in order to assess the City's positions with respect to the financial assistance being requested. The Director or designee/assigned personnel may refuse to provide financial assistance due to a foreclosure, bankruptcy, and position of the loan or other property/applicant issues affecting the loan.

M. Default

1. City as Senior Lien-Holder

When the City is in a first position (senior lien holder) active collection efforts will begin on any loan that is 31 or more days in payment delinquency. Attempts will be made to assist the Homeowner or Rental Owner in bringing and keeping the loan current. In the event the borrower has not corrected payment delinquencies for a period of (90) ninety days, the Director or designee/assigned personnel will proceed in a fair and equitable manner and take whatever action the Director or designee/assigned personnel deems appropriate in respect to all known facts and considerations. If foreclosure is deemed appropriate and necessary by the City Council, the City Attorney with all known facts pertaining to the case may process foreclosure proceedings in a manner prescribed by law. The Director or designee/assigned personnel will consider the following factors before initiating foreclosure:

a. Can the loan be cured (brought current or paid off) by the owner without foreclosure?
b. Can the owner refinance with a commercial lender and pay off the City?
c. Can the owner sell the property and pay off the City?
d. Does the balance warrant foreclosure?
e. Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If foreclosure is pursued, the owner will receive a (30) thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the City to prevent foreclosure.

At the end of thirty days, the Director or designee/assigned personnel will contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and makes all necessary notifications to the owner and junior lien holders. The service will advise the Director or designee/assigned personnel of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Director or designee/assigned personnel informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Director or designee/assigned personnel would then contact a real estate broker to market the home.

2. City as Junior Lien-Holder

It is the City's policy to prepare and record a "Request for Notice" on all junior liens (any lien after the first position) placed on properties financed by a loan or loans through publicly funded program(s). This document requires any senior lien holder to notify the lender (City) of initiation (recordation of a "Notice of Default") of a foreclosure only. This is to alert the junior lien holder that they are to monitor the foreclosure with the senior lien holder. When the City is in a third position and receives notification of foreclosure from only one senior lien holder, it would be in their best interest to contact both senior lien holders regarding the status of their loans.

The junior lien holder may cancel the foreclosure proceedings by "reinstating" the senior lien holder. The reinstatement amount must be obtained by contacting the senior lien holder. This amount will include all delinquent payments, late charges, advances (fire insurance premiums, property taxes, property protection costs, etc.), and foreclosure costs (fees for legal counsel, recordings, certified mail, etc.)

Once the City has the information on the reinstatement amount, the Director or designee/assigned personnel must then determine if it is cost effective to protect their position by reinstating the senior lien holder, keeping them current by submitting a monthly payment thereafter, foreclosing on the property possibly resulting in owning the property at the end of foreclosure, protecting the property against vandalism, and paying marketing costs (readying the home for marketing, paying for yard maintenance, paying a real estate broker a sales commission).

If the Director or designee/assigned personnel decides to reinstate, the senior lien holder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Director or designee/assigned personnel fails to reinstate the senior lien holder before five (5) days before the foreclosure sale date, the senior lien holder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Director or designee/assigned personnel determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lien holder to complete foreclosure, the City's lien may be eliminated due to insufficient sales proceeds.

N. <u>Bonus, Commission or Fee</u>

The Homeowner or Rental Owner cannot pay any bonus commission or fee for the purpose of the grant application or for any other approval or concurrence as may be required by HUD, or the City, pursuant to the provisions of this Program.

O. <u>Conflict of Interest</u>

No Program financial assistance will be provided to any member of the governing body of HUD, or the City of Monterey Park, who is in connection with the administration of the Program. No member of the above organizations can have any interest, direct or indirect, in the proceeds from the Program financial assistance or in any contract entered into by the applicant for the performance of the work, financed, in whole or in part, with the proceeds of the financial assistance provided through the Program.

P. Disclosure of Information

As a public entity, the City is subject to all applicable provisions of the California Public Records Act. Except to the extent financial or tax information may be exempt from disclosure, all documents for Loans or Grants are public records subject to disclosure.

Q. Equal Opportunity Policy

The City will not discriminate based upon sex, age, race, creed, color, religion, national origin, marital status, ancestry or physical handicap in the awarding of the contract for rehabilitation of property assisted by a Program grant or loan.

The City will not discriminate upon the basis of sex, age, race, creed, color, religion, national origin, marital status, ancestry or physical handicap in accepting applications and processing Program grants or loans.

R. Insurance Requirements

Homeowner(s) and Rental Owner(s) are obligated to carry sufficient fire insurance coverage on the property to be rehabilitated under the provisions of this Program. Before any grant assistance, minimum fire insurance coverage must be provided in an amount that is equivalent to the value of the dwelling including rehabilitation improvements. This requirement may be waived for emergency repairs, at the discretion of the Director or designee/assigned personnel.

S. Substitution of Contractor

In the event that the selected contractor fails or refuses to complete the work in a professional and workmanlike manner as set forth in the Rehabilitation Construction Contract, including its General Conditions and Standard Specifications, or fails to use due diligence in performing the required work, the City or Homeowner or Rental Owner may terminate the Rehabilitation Construction Contract, upon providing proper notice to such contractor. The City will assist the Homeowner or Rental Owner in completing the necessary termination document as needed. No further rehabilitation is to commence until the Request for Substitution of Contractor and Termination of Contract Form, releasing the original contractor form his/her contractual obligations, is on file at the City, and a new contract is signed between the substitute contractor and the Homeowner or Rental Owner(s). A substitute contractor must be selected in the same manner as the original contractor or selected as the next lowest responsible bidder from the original solicitation for bids.

The Director or designee/assigned personnel must inspect the job and compile a list of incomplete or unacceptable items to determine the extent of work to be completed by the substitute contractor. A meeting will be held between the Director or designee/assigned personnel, Homeowner or Rental Owner(s) and the original contractor to establish a method of contractor payment and prepare and official Request for Substitution of Contractor Form signed by both Homeowner or Rental Owner(s) and the original contractor. Funds withheld from the original contractor must be identified on the form. The original contractor must provide lien releases and invoices from itself and from the original subcontractor(s). The Director or designee/assigned personnel must prepare a revised Work Write-up based upon the City's inspection findings, which contains only those items necessary to complete the job. The Director or designee/assigned personnel may obtain a substitute contractor willing to perform such work, and, to the extent possible, negotiate the total contract price with the new contractor to assure that the new contract does not exceed available grant funding. A new Rehabilitation Construction Contract, Notice to Proceed, and Waiver and Hold Harmless Agreement shall be prepared by the City and appropriately signed.

T. Applicant Complaint Resolution Process

Complaints concerning the Program should first be made to the Director or designee/assigned personnel. If unresolved to the satisfaction of the applicant, an appeal may be made, in writing, to the City Manager, or designee. The City Manager's decision is final; there is no right for an appeal to the City Council.

U. Program Amendments

Amendments to these guidelines may be made from time to time by the City Council. The City Manager is authorized to promulgate administrative policies and procedures ("AP&P") to implement this Program in accordance with HUD requirements and approved as to form by the City Attorney.

EXHIBIT A

2016
HOME PROGRAM
MAXIMUM INCOME LIMITS

Household Size	Very Low-Income (0-50% of Median)	Low to Moderate-Income (51-80% of Median)
1	$30,400	$48,650
2	$34,750	$55,600
3	$39,100	$62,550
4	$43,400	$69,450
5	$46,900	$75,050
6	$50,350	$80,600
7	$53,850	$86,150
8	$57,300	$91,700

The income limits are published by the U.S. Department of Housing and Urban Development and are subject to change annually.

EXHIBIT B

24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS

Part 5 Inclusions

This table presents the Part 5 income inclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

General Category	(Last Modified: January 2005)
1. Income from wages, salaries, tips, etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. Business Income	The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest & Dividend Income	Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. Retirement & Insurance Income	The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except for certain exclusions, listed in Income Exclusions, number 14).
5. Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except for certain exclusions, listed in Income Exclusions, number 3).
6. Welfare Assistance	Welfare Assistance. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income: • Qualify as assistance under the TANF program definition at 45 CFR 260.31; and • Are otherwise excluded from the calculation of annual income per 24 CFR 5.609(c). If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: • the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; **plus**: • the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is reduced from the standard of need by applying a percentage, the amount calculated under 24 CFR 5.609 shall be the amount resulting from one application of the percentage.
7. Alimony, Child Support, & Gift Income	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. Armed Forces Income	All regular pay, special day, and allowances of a member of the Armed Forces (except as provided in number 8 of Income Exclusions).

Part 5 exclusions – For HOME Activities

This table presents the Part 5 income exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

General Category	(Last Modified: January 2005)
1. Income of Children	Income from employment of children (including foster children) under the age of 18 years.
2. Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses (except for certain exclusions, listed in Income Inclusions, number 5).
4. Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR5.403).
6. Income from a Disabled Member	Certain increase in income of a disabled member of qualified families residing in HOME-assisted housing or receiving HOME tenant-based rental assistance (24 CFR 5.671 (a)).
7. Student Financial Aid	The full amount of student financial assistance paid directly to the student or to the educational institution.
8. "Hostile Fire" Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
9. Self-Sufficiency Program Income	a. Amounts received under training programs funded by HUD. b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set side for use under a Plan to Attain Self-Sufficiency (PASS). c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program. d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving s a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time. e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.
10. Gifts	Temporary, nonrecurring, or sporadic income (including gifts).
11. Reparation Payments	Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
12. Income from Full-time Students	Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household or spouse).
13. Adoption Assistance Payments	Adoption assistance payments in excess of $480 per adopted child.
14. Social Security & SSI Income	Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
15. Property Tax Refunds	Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
16. Home Care Assistance	Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.

PART I. OWNER-OCCUPIED REHABILITATION PROGRAM (OORP)

A. Types of Assistance Available

The goal of the Owner Occupied Rehabilitation Program (OORP) is to provide financial assistance to Homeowners who are in need of home repairs and occupy the property as their principal residence. HOME Program regulations require that the property meets or will be brought up to the applicable HOME Program property standards

1. **Loan Funds: The City may provide financial assistance to eligible Homeowners in the form of a loan (the "Loan") of up to $50,000.00 for the planned construction activities. The loan will bear an interest rate of 0% per annum, and must be secured with a Deed of Trust recorded on the property. The total loan cannot exceed $50,000.00. However, under extenuating circumstances such as emergencies and/or abatement of health and safety conditions, the City Manager may provide additional financial assistance not to exceed $25,000.00 in additional loan funds.**

2. Grant Funds: Grant funds (to the extent the use of grant funds is permitted under HOME program regulations and federal laws) will be provided to Homeowners to (1) direct soft costs associated with the loan (i.e., recording fees, title report, credit report, lead report, asbestos report, etc); and (2) up to $10,000 to address the remediation or abatement of lead based paint building components and/or asbestos containing building materials (Refer to Part III – General Program Requirements).

3. Owner Contribution: The homeowner is not obligated to contribute any personal funds. The applicant cannot contract for paying for any upgrades that are not eligible under the Program.

B. Property Eligibility

1. Eligible Structures: Building or structures eligible for rehabilitation under this Program are owner-occupied single-family dwellings, townhouse, or condominium located with the City limits of the City of Monterey Park.

2. Property Inspection: The homeowner must permit interior inspections of the property by the City's representatives.

3. Number of existing loans: The City must hold either the first (1st) or second (2^{nd}) lien on the property. Exceptions to this rule will be reviewed on a case-by-case basis.

4. Maximum After-Rehab Value: In order to use HOME Program funds, the value of the HOME Program assisted property after rehabilitation cannot exceed 95% of the median purchase price for the Los Angeles County area, as determined by HUD. The "95% values" are established by 92.254(a)(2)(iii) of the HOME Program Final Rule published on July 24, 2013 and are based on 95 percent of the state-wide nonmetropolitan area median purchase price. The after-rehabilitation value is established by comparable sales. Project files will contain the estimate of value and document the basis for the value estimates.

City Council Staff Report

DATE: **May 3, 2017**

AGENDA ITEM NO: New Business Agenda Item 6-A.

TO: The Honorable Mayor and City Council

FROM: Annie Yaung, CPFO, Controller

SUBJECT: Warrant Register for the City of Monterey Park of **May 3, 2017**

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 **May 3, 2017 totaling $1,836,108.52** 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 **313899-314105** and e-Payables numbered **000613-000626.**

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 **$1,836,108.52.**

Respectfully submitted:

Annie Yaung, CPFO
Controller

Approved By:

Ron Bow
Interim 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 DAY OF MAY 2017 TOTALING $1,836,108.52 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	$	518,712.27
State Gas Tax Fund		28,191.35
Sewer Fund		5,386.88
Refuse Fund		421,027.43
City Shop Fund		59,583.53
General Liability Fund		1,725.00
Park Facilities Fund		32,011.00
Public Safety Impact Fee		295.88
Special Deposits Fund		46,271.48
Business Improvement Area #1		5,133.24
Water Fund		43,479.76
Water Treatment Fund		536,221.14
OPA Proposition A		9,781.97
Measure R Fund		737.29
POST		7,586.25
El Civic Education Grant		20.26
Home Housing Program		7,845.50
Recreation Fund		1,703.50
Asset Forfeiture		2,934.47
Construction Agency Fund		33,580.00
Prop C		70,817.66
CDBG Fund		1,481.89
Maintenance District 93-1		80.02
Maintenance Grant (075)		1,300.00
ELAC Instructional Serv Prog		200.75
TOTAL	$	1,836,108.52

PASSED, APPROVED AND ADOPTED THE 3RD DAY OF MAY 2017.

Teresa Real Sebastian, Mayor
City of Monterey Park, California

ATTEST

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

RESOLUTION NO.
Page 2

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

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Monterey Park at a regular meeting held on the 3rd of May 2017 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 05/03/2017

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ALERT-ALL CORP.	0010-801-3230-39700	2,229.38	EDUCATIONAL SUPPLIES-FIRE		313920	
						2,229.38
ALLEN OSHIRO	0075-450-0075-09010	200.00	CHERRY BLOSSOM PERFORMER-TRUST		313921	
						200.00
AT & T	0010-801-3113-32050	41.58	PHONE SERVICE		313899	
						41.58
	0010-801-3113-32050	40.52	PHONE SERVICE		313922	
						40.52
AT&T	0010-801-1404-32050	591.64	INTERNET/PHONE SERVICE		313900	
	0043-801-1404-32050	435.95	INTERNET/PHONE SERVICE		313900	
	0092-801-1404-32050	529.36	INTERNET/PHONE SERVICE		313900	
	0010-801-3112-32050	1,161.93	INTERNET/PHONE SERVICE		313900	
	0010-801-3201-32050	281.00	INTERNET/PHONE SERVICE		313900	
	0010-801-3230-32050	1,092.91	INTERNET/PHONE SERVICE		313900	
	0010-801-1408-32050	266.39	INTERNET/PHONE SERVICE		313900	
	0010-801-3112-32050	177.60	INTERNET/PHONE SERVICE		313900	
	0010-801-3201-32050	88.80	INTERNET/PHONE SERVICE		313900	
	0010-801-6001-32050	29.60	INTERNET/PHONE SERVICE		313900	
	0169-801-2201-32050	29.60	INTERNET/PHONE SERVICE		313900	
	0010-801-1301-32050	19.66	INTERNET/PHONE SERVICE		313900	
	0010-801-1404-32050	126.82	INTERNET/PHONE SERVICE		313900	
	0010-801-1408-32050	744.05	INTERNET/PHONE SERVICE		313900	
	0010-801-1801-32050	17.79	INTERNET/PHONE SERVICE		313900	
	0010-801-3112-32050	2,424.08	INTERNET/PHONE SERVICE		313900	
	0010-801-3113-32050	17.76	INTERNET/PHONE SERVICE		313900	
	0010-801-3201-32050	735.54	INTERNET/PHONE SERVICE		313900	
	0010-801-4209-32050	279.05	INTERNET/PHONE SERVICE		313900	
	0010-801-6001-32050	250.73	INTERNET/PHONE SERVICE		313900	
	0010-801-6502-32050	171.23	INTERNET/PHONE SERVICE		313900	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 05/03/2017

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AT&T	0010-801-6517-32050	19.66	INTERNET/PHONE SERVICE		313900	
	0022-801-4206-32050	430.05	INTERNET/PHONE SERVICE		313900	
	0043-801-1404-32050	80.36	INTERNET/PHONE SERVICE		313900	
	0092-801-1404-32050	97.57	INTERNET/PHONE SERVICE		313900	
	0092-801-4222-32050	484.65	INTERNET/PHONE SERVICE		313900	
	0109-801-6511-32050	69.34	INTERNET/PHONE SERVICE		313900	
	0169-801-2201-32050	67.79	INTERNET/PHONE SERVICE		313900	
						10,720.91
RANDALL AVILA	0010-801-1301-31750	1,482.57	CANDIDATE STATEMENT REFUND		313915	
						1,482.57
BANKCARD CENTER	0010-801-1101-39250	141.50	03/17 STMT-BUSINESS CARD		313923	
	0010-801-1101-39400	28.69	03/17 STMT-REFRESHMENTS		313923	
	0010-801-1201-39400	31.15	03/17 STMT-REFRESHMENTS		313923	
	0010-801-1301-39400	775.00	03/17 STMT-ICSC CONFERENCE		313923	
	0010-801-1403-39300	240.00	03/17 STMT-PUBLICATION		313923	
	0010-801-1403-39400	225.00	03/17 STMT-TRAINING		313923	
	0010-801-1704-34200	537.54	03/17 STMT-ICSC SUPPLIES		313923	
	0010-801-1704-39300	50.00	03/17 STMT-ICSC MEMBERSHIP		313923	
	0010-801-1801-39550	199.70	03/17 STMT-REFRESHMENTS		313923	
	0010-801-1802-39400	59.62	03/17 STMT-REFRESHMENTS		313923	
	0010-801-3101-22650	10.00	03/17 STMT-SUBSCRIPTION		313923	
	0010-801-3101-22670	125.66	03/17 STMT-TRAINING		313923	
	0010-801-3210-38400	116.83	03/17 STMT-REPAIR		313923	
	0010-801-3210-39300	279.00	03/17 STMT-MEMBERSHIP		313923	
	0010-801-3220-24200	228.52	03/17 STMT-SUPPLIES		313923	
	0010-801-3220-39250	476.23	03/17 STMT-SUPPLIES		313923	
	0010-801-6001-22150	53.99	03/17 STMT-SUPPLIES		313923	
	0010-801-6002-21350	358.91	03/17 STMT-BOOKS		313923	
	0010-801-6006-22450	34.00	03/17 STMT-SUPPLIES		313923	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
BANKCARD CENTER	0060-801-3210-38400	1,180.00	03/17 STMT-TRAINING		313923	
	0075-450-0075-08325	69.29	03/17 STMT-BANNER (TRUST)		313923	
	0075-450-0075-08640	457.24	03/17 STMT-MPKTV SUPPLY(TRUST)		313923	
	0092-801-1403-39400	190.48	03/17 STMT-TRAINING		313923	
	0092-801-4220-39400	1,965.77	03/17 STMT-TRAINING		313923	
	0092-801-4221-24150	29.99	03/17 STMT-SUBSCRIPTION		313923	
	0136-801-3101-33250	2,124.56	03/17 STMT-POST TRAINING		313923	
	0142-801-6005-39300	20.26	03/17 STMT-TRAINING		313923	
	0160-801-3101-39400	784.04	03/17 STMT-CONFERENCE		313923	
	0349-801-3201-39400	48.25	03/17 STMT-REFRESHMENTS		313923	
						10,841.22
C.P.R.S DISTRICT XIII	0109-801-6511-22750	15.00	TRAINING		313924	
						15.00
CALIFORNIA BUILDING STANDARDS COMMI	0010-701-0010-09202	253.80	BUILDING PERMIT SURCHARGE FEE		313901	
						253.80
CEG FIRE	0010-701-0010-06320	319.00	REFUND FIRE FLOW TEST FEE		313925	
						319.00
PETER CHAN	0010-801-1301-31750	1,482.57	CANDIDATE STATEMENT REFUND		313916	
						1,482.57
CHARTER COMMUNICATIONS	0010-801-3210-32050	20.00	INTERNET/CABLE SERVICE		313902	
	0010-801-3210-32050	91.02	INTERNET/CABLE SERVICE		313902	
	0010-801-3230-32050	130.00	INTERNET/CABLE SERVICE		313902	
						241.02
	0010-801-1404-32050	34.07	INTERNET/CABLE SERVICE		313926	
	0010-801-3112-32050	65.31	INTERNET/CABLE SERVICE		313926	
	0043-801-1404-32050	25.10	INTERNET/CABLE SERVICE		313926	
	0092-801-1404-32050	30.48	INTERNET/CABLE SERVICE		313926	
	0092-801-4222-32050	106.21	INTERNET/CABLE SERVICE		313926	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CHARTER COMMUNICATIONS	0010-801-4210-38400	129.98	INTERNET/CABLE SERVICE		313926	
	0010-801-6502-32050	113.90	INTERNET/CABLE SERVICE		313926	
						505.05
MICHELLE CHEN	0075-450-0075-08550	302.95	LANGLEY EVENT SUPPLIES (TRUST)		313927	
						302.95
KUUNG CHOI	0010-701-0010-06850	334.00-	VOID CHECK		313208	
						334.00-
CITATION MANAGEMENT (DBA)	0010-701-0010-03630	4,667.68-	VOID CHECK		596 *	
						4,667.68-
CITY OF MONTEREY PARK	0092-450-0092-09000	2,922.00	REFUND-WATER DEPOSIT		313928	
	0092-701-0092-07510	2,570.75-	REFUND-WATER USAGE		313928	
	0092-701-0092-07510	237.33	REFUND-WATER PAYMENT		313928	
						588.58
DEPARTMENT OF CONSERVATION	0010-701-0010-09200	917.53	STRONG MOTION FEE		313903	
						917.53
GABRIEL ESCARSEGA	0136-801-3101-33250	704.35	POST TRAINING		313904	
						704.35
ANTHONY FELIX JR	0010-801-1301-31750	1,482.57	CANDIDATE STATEMENT REFUND		313917	
						1,482.57
FIESTA COOPERATIVE INC.	0109-801-6511-41200	1,448.31	DIAL-A-TAXI PROGRAM		313929	
	0109-801-6511-41200	707.37	DIAL-A-TAXI PROGRAM		313929	
						2,155.68
FS CONTRACTORS, INC	0010-801-5004-96083	5,974.60	EROSION CONTROL	17-0251	313905	
	0010-801-5004-96083	4,506.45	EROSION CONTROL	17-0251	313905	
						10,481.05
GONZALO GABRIEL	0136-801-3101-33250	704.35	POST TRAINING		313906	
						704.35
SUSAN K. IMOTO	0075-450-0075-09010	150.00	CHERRY BLOSSOM PERFORMER-TRUST		313930	

* Indicates an E-Payable transaction

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						150.00
MITCHELL ING	0010-801-1101-11100	36.00	MAYOR'S EXPENSES		313931	
	0092-801-1101-11100	27.00	MAYOR'S EXPENSES		313931	
	0043-801-1101-11100	27.00	MAYOR'S EXPENSES		313931	
						90.00
JAVIER PARADA (DBA) XTREME FITNESS	0010-801-3210-31950	295.00	FIRE EQUIPMENT MAINTENANCE		313932	
						295.00
JEDA WORKS (DBA) HOUSING PROGRAMS	0152-801-2206-31850	4,116.12	HOUSING REHAB SERVICES	17-0448	313907	
	0169-801-2201-31850	726.38	HOUSING REHAB SERVICES	17-0448	313907	
	0152-801-2206-31850	3,729.38	HOUSING REHAB SERVICES	17-0448	313907	
	0169-801-2201-31850	658.12	HOUSING REHAB SERVICES	17-0448	313907	
						9,230.00
JSE EMERGENCY MEDICAL GROUP, INC	0010-801-3220-39400	833.00-	VOID CHECK		310418	
						833.00-
	0010-801-3220-39400	833.00	MEDICAL DIRECTOR SERVICES	17-0317	313933	
						833.00
K & R DINING	0010-701-0010-06850	334.00	REFUND PLAN CHECK FEE		313934	
						334.00
ALICE KANDA	0010-701-0010-07050	90.00	REFUND PICNIC RESERVATION		313935	
						90.00
ISOKO KAYAMA/KAYAMA PUPPET	0075-450-0075-09010	150.00	CHERRY BLOSSOM PERFORMER-TRUST		313936	
						150.00
KAZUYUKI KITAJIMA	0075-450-0075-09010	400.00	CHERRY BLOSSOM PERFORMER-TRUST		313937	
						400.00
MARGARET LEUNG	0010-801-1301-31750	1,482.57	CANDIDATE STATEMENT REFUND		313918	
						1,482.57
HANS J LIANG	0010-801-1301-31750	1,482.57	CANDIDATE STATEMENT REFUND		313919	
						1,482.57

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
XIAOXIN LIANG	0159-801-6507-31920	201.50	INSTRUCTOR-RECREATION CLASS		313938	
						201.50
METROPOLITAN TRANSPORTATION	0109-801-6511-41200	3,302.50	LANGLEY TAP CARD	17-0117	313939	
						3,302.50
MONTEREY PARK PETTY CASH	0010-801-3120-39700	80.07	PETTY CASH-SUPPLIES		313908	
	0010-801-4212-21200	12.89	PETTY CASH-MILEAGE		313908	
	0010-801-3205-32200	29.96	PETTY CASH-POSTAGE		313908	
	0010-801-6506-22550	88.00	PETTY CASH-SUPPLIES		313908	
	0010-801-3220-39400	60.00	PETTY CASH-TRAINING		313908	
	0010-801-1101-39400	39.92	PETTY CASH-REFRESHMENTS		313908	
	0010-801-4212-21200	37.58	PETTY CASH-MILEAGE		313908	
	0092-801-4223-22750	12.00	PETTY CASH-PARKING		313908	
						360.42
	0075-450-0075-08420	90.03	PETTY CASH-REFRESHMENTS(TRUST)		313940	
	0010-801-3120-22750	83.61	PETTY CASH-BLOCK MEETING		313940	
	0010-801-3210-39400	29.94	PETTY CASH-REFRESHMENTS		313940	
	0349-801-3201-39400	48.50	PETTY CASH-REFRESHMENTS		313940	
	0043-801-4208-39300	85.00	PETTY CASH-MEMBERSHIP		313940	
	0176-801-4207-23900	69.93	PETTY CASH-SUPPLIES		313940	
	0176-801-4207-23900	10.09	PETTY CASH-SUPPLIES		313940	
						417.10
ORLANDO MURO	0075-450-0075-09010	1,500.00	CHERRY BLOSSOM SUPPLIES-TRUST		313941	
						1,500.00
MUSIC GEM	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)	17-0196	313909	
						190.00
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)	17-0196	313942	
						190.00
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)	17-0196	313943	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						190.00
MUSIC GEM	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)	17-0196	313944	
						190.00
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)	17-0196	313945	
						190.00
MV CHENG & ASSOCIATES INC.	0010-801-1403-31950	5,720.00	TEMPORARY STAFFING SERVICES		313946	
	0010-801-1403-31950	1,170.00	TEMPORARY STAFFING SERVICES		313946	
	0010-801-1403-31950	520.00	TEMPORARY STAFFING SERVICES		313946	
						7,410.00
NADA BUS, INC	0109-801-4201-31950	130.00	LANGLEY RECREATION TRIP		313947	
						130.00
	0075-450-0075-08550	314.50	LANGLEY RECREATION TRIP(TRUST)	17-0294	313948	
						314.50
NANCY HAYATA	0075-450-0075-09010	150.00	CHERRY BLOSSOM PERFORMER-TRUST		313949	
						150.00
PARTYLINE EVENTS	0075-450-0075-09010	14,352.14	CHERRY BLOSSOM RENTAL-TRUST	17-0273	313950	
						14,352.14
PEAK BANNER	0010-801-6505-23910	465.38	LANGLEY BAZAAR & EXPO BANNER		313910	
						465.38
SAIGON DIGITAL PRINTING & COPY	0010-801-3205-39250	309.94	INSPECTION FORMS		313951	
						309.94
TERESA REAL SEBASTIAN	0010-801-1101-11100	44.00	MAYOR'S EXPENSES		313952	
	0092-801-1101-11100	33.00	MAYOR'S EXPENSES		313952	
	0043-801-1101-11100	33.00	MAYOR'S EXPENSES		313952	
						110.00
SERGIO BALANDRAN (DBA) THE SAUCE CI	0075-450-0075-08610	414.25	PLAY DAYS POSTERS (TRUST)		313953	
						414.25
SPRINT CORPORATION	0010-801-3115-38400	1,154.80	MOBILE DATA SERVICE	17-0126	313911	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						1,154.80
T-MOBILE USA	0109-801-5004-91745	210.04	DIAL-A-RIDE CELLULAR SERVICES		313954	
						210.04
TAKAKO S. OSUMI	0075-450-0075-09010	200.00	CHERRY BLOSSOM PERFORMER-TRUST		313955	
	0075-450-0075-09010	300.00	CHERRY BLOSSOM PERFORMER-TRUST		313955	
						500.00
THE GAS COMPANY (DBA)	0010-801-3114-36200	281.81	GAS SERVICES		313912	
	0060-801-4211-22250	4,754.21	GAS SERVICES		313912	
						5,036.02
UNITED STATES POSTAL SERVICE	0043-801-6509-31880	225.00	CASCADES POSTAGE PERMIT	17-0269	313956	
						225.00
MARICELA VASQUEZ	0010-801-6506-22750	200.00	DAY CARE SUPPLIES		313957	
						200.00
VERIZON WIRELESS	0160-801-3104-39100	38.01	WIRELESS VOICE & DATA SERVICE		313913	
	0010-801-3115-38400	38.01	WIRELESS VOICE & DATA SERVICE		313913	
	0010-801-1701-32050	38.49	WIRELESS VOICE & DATA SERVICE		313913	
	0010-801-1703-32050	13.79	WIRELESS VOICE & DATA SERVICE		313913	
	0010-801-1702-32050	125.97	WIRELESS VOICE & DATA SERVICE		313913	
	0010-801-1404-32050	561.68	WIRELESS VOICE & DATA SERVICE		313913	
	0010-801-3112-32050	1,266.72	WIRELESS VOICE & DATA SERVICE		313913	
						2,082.67
	0010-801-1404-32050	3,401.88	WIRELESS VOICE & DATA SERVICE		313958	
						3,401.88
JULIE MARIE VILLANUEVA	0010-801-6006-22450	47.21	PETTY CASH-SUPPLIES		313914	
	0010-801-6006-22450	14.14	PETTY CASH-SUPPLIES		313914	
	0010-801-6006-22450	32.84	PETTY CASH-SUPPLIES		313914	
	0010-801-6001-21350	46.80	PETTY CASH-SUPPLIES		313914	
	0010-801-6006-22450	20.87	PETTY CASH-SUPPLIES		313914	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
JULIE MARIE VILLANUEVA	0010-801-6006-22450	5.31	PETTY CASH-SUPPLIES		313914	
	0010-801-6006-22450	30.00	PETTY CASH-WEBINAR		313914	
						197.17
	0075-450-0075-08325	61.66	PETTY CASH-SUPPLIES (TRUST)		313959	
	0010-801-6006-22450	13.05	PETTY CASH-SUPPLIES		313959	
	0010-801-6006-22450	80.92	PETTY CASH-SIGNS		313959	
	0010-801-6001-21350	87.42	PETTY CASH-REFRESHMENTS		313959	
						243.05
WILLIES TIRES AND ALIGNMENT	0010-801-3210-38400	456.93	FIRE TIRES		313960	
						456.93
DAVID WONG	0075-450-0075-09010	225.00-	VOID CHECK		313895	
						225.00-
ROMIO YAMASHITA	0075-450-0075-09010	100.00	CHERRY BLOSSOM PERFORMER-TRUST		313961	
						100.00
	TOTAL FOR PREPAID WARRANTS					**98,382.43**
	PRINTED	103,050.11				
	E-PAYABLE	4,667.68-				

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ADVANCED BATTERY SYSTEMS, INC.	0060-801-4211-23500	403.17	FLEET PARTS-UNIT 942	17-0040	613 *	
	0060-801-4211-23500	216.12	FLEET PARTS-UNIT 031	17-0040	613 *	
	0060-801-4211-23500	184.23-	FLEET PARTS-CREDIT	17-0040	613 *	
	0060-801-4211-23500	452.16	FLEET PARTS	17-0040	613 *	
						887.22
ADVANTAGE SEALING SYSTEMS INC.	0110-801-4202-23600	533.05	STREETS SUPPLIES		313962	
						533.05
AFFILIATED SYSTEMS, INC.	0010-801-1801-31900	145.00	PRE-EMPLOYMENT/DMV/DOT PHYS		313963	
						145.00
KOMI AKPAWU	0136-801-3101-33250	250.00	POST TRAINING		313964	
						250.00
ALERT-ALL CORP.	0010-801-3230-39700	1,131.00	EDUCATIONAL SUPPLIES-FIRE		313965	
						1,131.00
ALL STAR GLASS, INC	0060-801-4211-38400	270.82	FLEET REPAIR-UNIT 105	17-0037	313966	
	0060-801-4211-38400	122.07	FLEET REPAIR-UNIT 105		313966	
						392.89
AMERICAN PLANNING ASSOCIATION	0010-801-1701-39300	553.00	DEV SERVICES-MEMBERSHIP		313967	
						553.00
ARAMARK UNIFORM & CAREER APPAREL, I	0010-801-3210-39050	38.54	FIRE UNIFORM SERVICES		313968	
						38.54
ARC IMAGING RESOURCE - CALIFORNIA	0010-801-4212-37500	1,134.32	ENGINEERING PRINTER	17-0390	313969	
	0010-801-4212-37500	1,134.32	ENGINEERING PRINTER	17-0426	313969	
						2,268.64
BRENT ARCHIBALD	0136-801-3101-33250	150.00	POST TRAINING		313970	
						150.00
ARROYO BACKGROUND INVESTIGATIONS	0010-801-3104-38400	900.00	BACKGROUND INVESTIGATIONS		313971	
	0010-801-3104-31950	900.00	BACKGROUND INVESTIGATIONS	17-0078	313971	
	0010-801-3104-31950	900.00	BACKGROUND INVESTIGATIONS	17-0078	313971	

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ARROYO BACKGROUND INVESTIGATIONS	0010-801-3104-31950	640.00	BACKGROUND INVESTIGATIONS	17-0078	313971	
	0010-801-3104-31950	260.00	BACKGROUND INVESTIGATIONS		313971	
						3,600.00
ATHENS SERVICES	0344-801-5002-99290	1,300.00	STREET SWEEPING SERVICES	17-0322	313972	
	0022-801-4205-41200	26,625.00	STREET SWEEPING SERVICES	17-0200	313972	
						27,925.00
	0043-801-4208-41200	420,116.02	REFUSE SERVICES		313973	
						420,116.02
ATLAS SERVICES SOLUTION CORP.	0010-801-1407-38250	8,632.00	JANITORIAL SERVICES	17-0295	313974	
						8,632.00
AUTOZONE WEST, INC	0060-801-4211-23500	45.01	FLEET PARTS/SUPPLIES-UNIT 937	17-0298	614 *	
	0060-801-4211-23500	12.45	FLEET PARTS/SUPPLIES-UNIT 965	17-0298	614 *	
	0060-801-4211-23500	120.61	FLEET PARTS/SUPPLIES	17-0298	614 *	
						178.07
AYRES ANAHEIM, LP (DBA) AYRES HOTEI	0136-801-3101-33250	422.07	POST TRAINING		313975	
						422.07
AYRES HOTEL & SPA MORENO VALLEY	0136-801-3101-33250	322.62	POST TRAINING		313976	
						322.62
AYRES HOTEL LAGUNA WOODS LLC	0136-801-3101-33250	1,322.30	POST TRAINING		313977	
						1,322.30
B W GRAPHICS	0010-801-1801-39250	838.46	PERSONNEL ACTION FORM		313978	
	0092-801-4220-39250	30.45	BUSINESS CARDS-F HELDMAN		313978	
	0092-801-4220-39250	34.80	BUSINESS CARDS-J MEDINA		313978	
	0092-801-4220-39250	48.94	BUSINESS CARDS-D RUIZ		313978	
	0092-801-4220-39250	46.76	BUSINESS CARDS-D VERA		313978	
	0092-801-4220-39250	30.45	BUSINESS CARDS-N BOYER		313978	
	0092-801-4220-39250	30.45	BUSINESS CARDS-A BANUALOS		313978	
	0092-801-4220-39250	30.45	BUSINESS CARDS-L EGURVIDE		313978	

* Indicates an E-Payable transaction

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 05/03/2017

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
B W GRAPHICS	0092-801-4220-39250	30.45	BUSINESS CARDS-PUBLIC WORKS		313978	
	0010-801-1702-39250	41.32	BUSINESS CARDS-W STECYK		313978	
	0010-801-1702-39250	41.32	BUSINESS CARDS-W STECYK		313978	
	0010-801-1704-39250	51.12	BUSINESS CARDS-D RAMIREZ		313978	
						1,254.97
BURRO CANYON SHOOTING PARK DBA	0010-801-3103-22750	160.00	POLICE RANGE FEES		313979	
						160.00
CALOX, INC	0010-801-3220-24200	8.50	FIRE MEDICAL SUPPLIES		313980	
						8.50
CAMINO REAL CHEVROLET	0060-801-4211-23500	117.33	FLEET REPAIR/PARTS-UNIT 937	17-0146	615 *	
	0060-801-4211-23500	222.15	FLEET REPAIR/PARTS-UNIT 937	17-0146	615 *	
						339.48
CANON FINANCIAL SERVICES, INC.	0010-801-6505-39250	185.30	COPIER MACHINE RENTAL	17-0193	313981	
						185.30
CARL WARREN & COMPANY	0062-801-5101-35600	1,350.00	LIABILITY CLAIMS-ALHAMBRA		313982	
	0062-801-5101-35600	375.00	LIABILITY CLAIMS-E QUIROZ		313982	
						1,725.00
CAVENAUGH & ASSOCIATES	0136-801-3101-33250	1,076.00	POST TRAINING		313983	
						1,076.00
CHAPMAN COAST ROOF CO., INC.	0070-801-5004-91742	32,011.00	ROOF REPLACEMENTS	17-0398	313984	
	0010-801-5004-91737	156,523.11	ROOF REPLACEMENTS	17-0398	313984	
						188,534.11
CLEAN ENERGY	0109-801-4201-31960	43.75	CNG FUEL		616 *	
						43.75
CLINICAL LABORATORY OF	0093-801-4226-31950	15.00	WATER ANALYSIS		617 *	
	0093-801-4226-31950	15.00	WATER ANALYSIS		617 *	
	0093-801-4226-31950	30.00	WATER ANALYSIS		617 *	
	0093-801-4226-31950	15.00	WATER ANALYSIS		617 *	

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CLINICAL LABORATORY OF	0093-801-4227-31950	15.00	WATER ANALYSIS		617 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		617 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		617 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		617 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		617 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		617 *	
	0093-801-4227-31950	45.00	WATER ANALYSIS		617 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		617 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		617 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		617 *	
	0093-801-4229-31950	60.00	WATER ANALYSIS	17-0386	617 *	
	0093-801-4229-31950	15.00	WATER ANALYSIS	17-0386	617 *	
	0093-801-4229-31950	15.00	WATER ANALYSIS	17-0386	617 *	
	0093-801-4229-31950	15.00	WATER ANALYSIS	17-0386	617 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		617 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		617 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		617 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		617 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		617 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		617 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		617 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		617 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		617 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		617 *	
	0093-801-4231-31950	15.00	WATER ANALYSIS		617 *	
						525.00
COMPLETE LANDSCAPE CARE, INC.	0092-801-5004-91922	1,300.00	LANDSCAPE MAINTENANCE		313985	
	0010-801-6516-31190	5,945.00	LANDSCAPE MAINTENANCE	17-0364	313985	
						7,245.00

* Indicates an E-Payable transaction

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 05/03/2017

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
D & R OFFICE WORKS INC	0010-801-3210-38400	893.37	CHAIRS		313986	
						893.37
DAILY JOURNAL CORPORATION	0110-801-5003-91945	168.00	LEGAL NOTICE		313987	
	0010-801-5002-91749	228.00	LEGAL NOTICE		313987	
						396.00
DAPEER ROSENBLIT & LITVAK	0010-801-1702-31600	716.60	LEGAL FEES-COMM DEVELOPMENT	17-0043	313988	
						716.60
DAY WIRELESS SYSTEMS (DBA)	0071-801-3210-38400	295.88	FIRE RADIO REPAIRS		313989	
						295.88
DELL MARKETING LP	0010-801-3113-38400	1,456.59	COMPUTER/SUPPLIES		313990	
						1,456.59
DEPARTMENT OF JUSTICE	0010-801-1801-39550	32.00	FINGERPRINT PROCESSING		313991	
	0010-701-0010-03710	1,899.00	FINGERPRINT PROCESSING		313991	
	0010-801-1801-39550	320.00	FINGERPRINT PROCESSING		313991	
	0075-450-0075-08270	64.00	FINGERPRINT PROCESSING (TRUST)		313991	
						2,315.00
DISASTER MANAGEMENT SYSTEMS INC	0010-801-3220-39400	1,442.99	FIRE-TRAINING SUPPLIES		313992	
						1,442.99
ECHOSAT, INC.	0010-701-0010-06940	39.95	CNG STATION MERCHANT FEE		313993	
	0010-701-0010-06940	39.95	CNG STATION MERCHANT FEE		313993	
						79.90
EMERGENCY RESPONSE CRIME SCENE CLEA	0010-801-3103-38400	350.00	BIOLOGICAL CLEANING		313994	
						350.00
EMPIRE CLEANING SUPPLY	0010-801-3210-22150	623.05	JANITORIAL SUPPLIES		618 *	
						623.05
ENTERPRISE FM TRUST	0060-801-4211-37800	4,957.43	FLEET RENTAL	17-0365	313995	
						4,957.43
EUROFINS EATON ANALYTICAL, INC.	0093-801-4229-31950	4,885.00	WATER ANALYSIS	17-0358	313996	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
EUROFINS EATON ANALYTICAL, INC.	0093-801-4229-31950	6,380.00	WATER ANALYSIS	17-0358	313996	
						11,265.00
FEDERAL EXPRESS CORP.	0010-801-1704-32200	30.62	CARRIER SERVICES		313997	
						30.62
FENSCO SERVICES INC	0010-801-6517-38100	495.00	FENCE REPAIR/INSTALLATION		313998	
	0010-801-6517-38100	379.00	FENCE REPAIR/INSTALLATION		313998	
						874.00
FIESTA COOPERATIVE INC.	0109-801-6511-41200	544.47	DIAL-A-TAXI PROGRAM		313999	
	0109-801-6511-41200	557.98	DIAL-A-TAXI PROGRAM		313999	
						1,102.45
FILEKEEPERS, LLC	0010-801-1802-31950	192.00	STORAGE SERVICE		314000	
						192.00
FIRST TRANSIT INC	0166-801-4201-31960	70,608.01	SPIRIT BUS OPERATION	17-0123	314001	
	0109-701-0109-07680	3,476.78-	SPIRIT BUS FARE		314001	
	0166-801-4201-31960	209.65	SPIRIT BUS GPS	17-0123	314001	
						67,340.88
FOOTHILL COMMUNICATIONS, LLC	0160-801-3103-22750	299.06	POLICE SUPPLIES		314002	
						299.06
FORD OF MONTEBELLO	0060-801-4211-23500	101.79	FLEET PARTS/REPAIR-UNIT 900		314003	
	0060-801-4211-23500	71.99	FLEET PARTS/REPAIR-UNIT 910		314003	
						173.78
FORENSIC NURSE RESPONSE TEAM (DBA)	0010-801-3104-38400	730.00	INVESTIGATION SERVICE		314004	
						730.00
FORWARD THINKING SYSTEMS, LLC	0109-801-5004-91745	60.00	DIAL-A-RIDE GPS SERVICE		314005	
	0109-801-5004-91745	60.00	DIAL-A-RIDE GPS SERVICE		314005	
						120.00
FS CONTRACTORS, INC	0010-801-5004-96083	113,517.40	EROSION CONTROL	17-0251	314006	
						113,517.40

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
GALL'S, INC. (DBA) GALLS/QUARTERMAS	0010-801-3103-22620	652.40	POLICE SUPPLIES		314007	
						652.40
GALLADE CHEMICAL, INC.	0092-801-4222-23700	1,119.04	WATER CHEMICALS	17-0340	619 *	
						1,119.04
GARFIELD MEDICAL CENTER	0010-801-3113-22600	24.00	PHYSICAL		314008	
						24.00
GENERAL PUMP COMPANY, INC.	0093-801-4227-23300	7,883.14	WELL TESTING	17-0388	314009	
						7,883.14
GRICELDA GOMEZ	0010-801-3210-39050	17.56	FIRE-UNIFORM CLEANING		314010	
	0010-801-3210-39050	17.56	FIRE-UNIFORM CLEANING		314010	
						35.12
GOUDY HONDA	0060-801-4211-23500	127.37	FLEET PARTS-UNIT 053	17-0027	314011	
						127.37
GRAND PRIX TIRE & AUTO CENTER	0060-801-4211-38400	60.00	FLEET ALIGNMENT-UNIT 001	17-0419	314012	
						60.00
GREATLAND DEVELOPMENT INC	0075-450-0075-08200	18,960.00	REFUND CONSTRUCTION BONDS		314013	
						18,960.00
GREEN GIANT LANDSCAPE, INC.	0010-801-5004-96087	63,168.09	GARVEY DEMONSTRATION GARDEN	17-0406	314014	
						63,168.09
GRM INFORMATION MANAGEMENT	0010-801-1301-31950	110.97	DOCUMENT SYSTEM SERVICES		314015	
	0010-801-1301-31950	35.00	DOCUMENT SYSTEM SERVICES		314015	
	0010-801-1802-38400	276.48	DOCUMENT SYSTEM SERVICES	17-0046	314015	
						422.45
MARC GUILLERMO	0136-801-3101-33250	250.00	POST TRAINING		314016	
						250.00
H & H AUTO PARTS WHOLESALE	0060-801-4211-23500	21.49	FLEET PARTS/SUPPLIES	17-0284	314017	
	0060-801-4211-23500	46.07	FLEET PARTS/SUPPLIES	17-0284	314017	
						67.56

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
HACH COMPANY (AKA ELE	0092-801-4222-23700	1,060.49	WATER ANALYSIS SUPPLIES	17-0140	314018	
						1,060.49
HAROLD'S KEY SHOP, INC.	0010-801-6502-31150	1,177.76	KEY/LOCK SERVICES		314019	
						1,177.76
HARRINGTON INDUSTRIAL PLASTICS	0092-801-4222-23700	694.56	WATER SUPPLIES	17-0304	620 *	
						694.56
HEALTHFIRST MEDICAL GROUP	0010-801-1801-31900	1,190.00	PRE-EMPLOYMENT PHYSICALS		314020	
						1,190.00
HOME DEPOT CREDIT SERVICES	0092-801-4223-22750	58.66	HARDWARE SUPPLIES	17-0141	314021	
	0092-801-4223-22750	169.71	HARDWARE SUPPLIES	17-0141	314021	
	0092-801-4223-23300	113.14-	HARDWARE SUPPLIES-CREDIT	17-0141	314021	
	0092-801-4223-23300	229.59	HARDWARE SUPPLIES	17-0141	314021	
	0092-801-4222-23400	170.18	HARDWARE SUPPLIES	17-0141	314021	
	0010-801-3210-22750	73.03	HARDWARE SUPPLIES	17-0262	314021	
	0010-801-3210-22750	32.60	HARDWARE SUPPLIES	17-0262	314021	
						620.63
MICHAEL HUNTLEY	0010-801-1704-33200	337.25	ICSC CONFERENCE		314022	
						337.25
INTERNATIONAL INSTITUTE OF	0010-801-1301-39300	200.00	CITY CLERK MEMBERSHIP		314023	
	0010-801-1301-39300	100.00	CITY CLERK MEMBERSHIP		314023	
	0010-801-1301-39300	100.00	CITY CLERK MEMBERSHIP		314023	
						400.00
J.R. FILANC CONSTRUCTION COMPANY, I	0093-801-4224-82259	516,040.00	GROUNDWATER TREATMENT SYSTEM	17-0366	314024	
						516,040.00
JCL BARRICADE COMPANY	0022-801-4206-23800	437.72	STREET SIGNS/SUPPLIES	17-0227	314025	
						437.72
JIM'S AUTOMOTIVE SERVICE	0060-801-4211-38400	416.75	FLEET REPAIR-UNIT 961	17-0023	314026	
	0060-801-4211-38400	144.60	FLEET REPAIR-UNIT 961		314026	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						561.35
JOBS AVAILABLE INC.	0092-801-1801-34100	45.00	SUBSCRIPTION		314027	
						45.00
KOA CORPORATION	0092-850-4225-82246	20,097.00	MKT PLACE WATER LINE INSP	16-0422	314028	
						20,097.00
LAC/USC MEDICAL CENTER	0010-801-3104-38400	730.00	INVESTIGATION SERVICE		314029	
						730.00
NELSON LAI	0010-701-0010-02010	56.25	REFUND BUSINESS LICENSE		314030	
						56.25
LAWN MOWER CORNER/KNG POWER EQUIPMI	0060-801-4211-38400	110.00	FLEET-TOOLS/SUPPLIES	17-0021	314031	
	0060-801-4211-38400	644.60	FLEET-TOOLS/SUPPLIES		314031	
						754.60
KENNETH LEASURE	0349-801-3201-39400	104.00	REIMBURSE FIRE UNIFORM		314032	
						104.00
LIEBERT CASSIDY WHITMORE	0010-801-1801-31953	351.00	LEGAL SERVICES-PW DISCIPLINE		314033	
	0010-801-1801-31955	27.00	LEGAL SERVICES-MS DISCIPLINE		314033	
	0010-801-1601-31600	624.00	LEGAL SERVICES-POA NOGOTIATION		314033	
	0010-801-1601-31600	214.50	LEGAL SERVICES-POA MOU REVIEW		314033	
	0010-801-1601-31600	78.00	LEGAL SERVICES-MMA NEGOTIATION		314033	
	0010-801-1601-31600	448.50	LEGAL SERVICES-PD CAP MOU REV		314033	
						1,743.00
KAY LIM	0159-701-0159-07040	32.00	REFUND RECREATION CLASS		314034	
						32.00
LOGAN SUPPLY CO., INC.	0092-801-4223-23700	214.46	WATER SUPPLIES/TOOLS	17-0163	314035	
						214.46
LONG BEACH BMW MOTORCYCLES (DBA)	0060-801-4211-38400	1,012.20	FLEET PARTS/REPAIR-UNIT 024		621 *	
	0060-801-4211-38400	56.16	FLEET PARTS/REPAIR-UNIT 104		621 *	
	0060-801-4211-38400	1,396.78	FLEET PARTS/REPAIR-UNIT 104		621 *	

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						2,465.14
LOS ANGELES COUNTY SHERIFF'S	0160-801-3103-31950	128.19	HELICOPTER SERVICES		314036	
						128.19
LOS ANGELES COUNTY SHERIFF'S DEPARI	0010-801-3113-22600	377.25	INMATE MEALS SERVICES	17-0077	314037	
						377.25
HARALD LUNA	0010-801-1704-33200	337.25	ICSC CONFERENCE		314038	
						337.25
M & C WELDING	0092-801-4223-23900	2,160.00	WELDING SERVICES	17-0414	314039	
						2,160.00
MAGIC TOUCH CARWASH, INC	0060-801-4211-38400	1,700.00	CAR WASHES		314040	
						1,700.00
MAK FIRE PROTECTION ENGINEERING & (	0010-701-0010-06330	2,078.90	FIRE PLAN CHECK	17-0080	314041	
						2,078.90
MCDONALDS RESTAURANT OF CA INC. 56(	0010-701-0010-02010	1,110.00	REFUND BUSINESS LICENSE		314042	
						1,110.00
MCMASTER-CARR SUPPLY CO.	0092-801-4222-23700	132.27	WATER SUPPLIES	17-0169	314043	
	0092-801-4222-23700	132.27-	WATER SUPPLIES-CREDITS	17-0169	314043	
	0092-801-4222-23400	186.00	WATER SUPPLIES	17-0169	314043	
	0092-801-4222-23400	78.57	WATER SUPPLIES	17-0169	314043	
	0092-801-4222-23400	141.87	WATER SUPPLIES	17-0169	314043	
	0092-801-4222-23700	71.35	WATER SUPPLIES	17-0169	314043	
	0092-801-4222-23700	149.24	WATER SUPPLIES	17-0169	314043	
						627.03
MCNEILL SECURITY AND FIRE SYSTEMS (	0092-801-4222-31950	1,031.69	ALARM SERVICES		314044	
	0092-801-4222-31950	644.81	ALARM SERVICES		314044	
						1,676.50
METROPOLITAN TRANSPORTATION	0109-801-6511-41200	3,180.00	LANGLEY METRO 30 DAY SR	17-0117	314045	
	0109-801-6511-41200	2,840.00	LANGLEY TAP CARD	17-0117	314045	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						6,020.00
MIG	0075-450-0075-08660	5,550.00	ENVIRONMENTAL SERVICES (TRUST)	17-0264	314046	
						5,550.00
MISSION SUPER HARDWARE	0010-801-3210-22750	30.42	HARDWARE SUPPLIES	17-0263	314047	
	0010-801-3210-22750	33.67	HARDWARE SUPPLIES	17-0263	314047	
	0010-801-3210-22750	7.80	HARDWARE SUPPLIES	17-0263	314047	
	0060-801-3210-38400	20.95	HARDWARE SUPPLIES	17-0263	314047	
	0010-801-3230-24100	136.72	HARDWARE SUPPLIES	17-0263	314047	
	0010-801-6517-23050	6.84	HARDWARE SUPPLIES	17-0114	314047	
						236.40
MITCHELL 1 (DBA)	0060-801-4211-31950	2,264.40	FLEET ANNUAL RENEWAL		314048	
						2,264.40
MOBILE MINI LLC	0010-801-6508-39860	109.71	FARMER MARKET STORAGE		314049	
						109.71
MOORE MEDICAL CORP	0010-801-4202-23950	902.85	MEDICAL SUPPLIES		314050	
						902.85
MR. ROOTER PLUMBING (DBA)	0092-801-4210-38100	604.56	PLUMBING SERVICES	17-0443	314051	
	0010-801-5004-91738	3,800.00	PLUMBING SERVICES	17-0443	314051	
	0010-801-5004-91738	41,256.25	PLUMBING SERVICES	17-0443	314051	
	0042-801-4204-31950	4,960.00	PLUMBING SERVICES	17-0443	314051	
						50,620.81
MUSIC GEM	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)	17-0196	314052	
						190.00
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)	17-0196	314053	
						190.00
NANCY MADRID	0159-701-0159-07040	178.00	REFUND RECREATION CLASS		314054	
						178.00
NAVARRO'S TOWING	0060-801-4211-31950	100.00	TOWING SERVICES-UNIT 002	17-0016	314055	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						100.00
NEC BUSINESS NETWORK SOLUTIONS	0010-801-3112-38400	1,952.91	PHONE LINE MAINTENANCE	17-0192	314056	
	0010-801-3112-38400	1,952.91	PHONE LINE MAINTENANCE	17-0192	314056	
	0010-801-3112-38400	1,952.91	PHONE LINE MAINTENANCE	17-0192	314056	
	0010-801-3112-38400	1,952.91	PHONE LINE MAINTENANCE	17-0192	314056	
	0010-801-3112-38400	332.00	PHONE LINE MAINTENANCE	17-0192	314056	
	0010-801-3112-38400	332.00	PHONE LINE MAINTENANCE	17-0192	314056	
						8,475.64
NETWORK INNOVATIONS US INC.	0010-801-3230-32050	31.02	EOC PHONE SERVICE		314057	
						31.02
NO1 LA BBQ	0010-701-0010-06850	338.00	REFUND FIRE PLAN CHECK FEE		314058	
						338.00
O'REILLY AUTO PARTS	0060-801-3210-38400	141.36	FIRE PARTS/SUPPLIES		314059	
	0060-801-3210-38400	8.80	FIRE PARTS/SUPPLIES		314059	
	0060-801-3210-38400	141.36-	FIRE PARTS/SUPPLIES-CREDIT		314059	
	0060-801-3210-38400	141.36	FIRE PARTS/SUPPLIES		314059	
	0060-801-3210-38400	8.80	FIRE PARTS/SUPPLIES		314059	
	0060-801-4211-23500	80.57	FLEET PARTS/SUPPLIES-UNIT 977	17-0297	314059	
	0060-801-4211-23500	332.32	FLEET PARTS/SUPPLIES	17-0297	314059	
						571.85
OFFICE DEPOT INC.	0010-801-6505-21350	663.49	OFFICE SUPPLIES	17-0310	314060	
	0109-801-6511-22750	12.59	OFFICE SUPPLIES	17-0310	314060	
	0010-801-6502-21350	16.29	OFFICE SUPPLIES		314060	
	0010-801-6502-21350	183.19	OFFICE SUPPLIES		314060	
	0010-801-3210-21350	30.08	OFFICE SUPPLIES	17-0199	314060	
	0010-801-3210-21350	7.60	OFFICE SUPPLIES	17-0199	314060	
	0010-801-3210-21350	46.84	OFFICE SUPPLIES	17-0199	314060	
	0010-801-3210-21250	40.49	OFFICE SUPPLIES	17-0199	314060	
	0010-801-1703-22750	82.09	OFFICE SUPPLIES	17-0042	314060	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
OFFICE DEPOT INC.	0010-801-1703-39250	609.53	OFFICE SUPPLIES	17-0042	314060	
	0010-801-1703-39250	204.50	OFFICE SUPPLIES		314060	
	0022-801-4202-23900	149.39	OFFICE SUPPLIES		314060	
	0010-801-1703-22750	282.71	OFFICE SUPPLIES		314060	
	0010-801-1703-22750	282.71-	OFFICE SUPPLIES-CREDIT		314060	
	0010-801-3104-38400	143.33	OFFICE SUPPLIES		314060	
	0010-801-1801-21350	37.59	OFFICE SUPPLIES		314060	
	0010-801-1802-21250	99.98	OFFICE SUPPLIES		314060	
	0010-801-1802-21350	49.49	OFFICE SUPPLIES		314060	
	0010-801-1701-22750	86.03	OFFICE SUPPLIES		314060	
	0092-801-4221-22750	57.66	OFFICE SUPPLIES		314060	
	0092-801-4221-22750	15.65	OFFICE SUPPLIES		314060	
	0092-801-4221-22750	3.23	OFFICE SUPPLIES		314060	
	0092-801-4221-22750	110.36	OFFICE SUPPLIES		314060	
	0092-801-4220-21250	173.96	OFFICE SUPPLIES		314060	
	0010-801-3114-21350	445.76	OFFICE SUPPLIES	17-0075	314060	
	0010-801-3114-21350	48.93	OFFICE SUPPLIES	17-0075	314060	
	0010-801-3114-21350	291.41	OFFICE SUPPLIES	17-0075	314060	
	0010-801-3114-21350	351.59	OFFICE SUPPLIES	17-0075	314060	
	0109-801-6511-22750	40.44	OFFICE SUPPLIES		314060	
	0109-801-6511-22750	36.96	OFFICE SUPPLIES		314060	
	0075-450-0075-08550	423.42	OFFICE SUPPLIES (TRUST)		314060	
	0010-801-1408-21250	57.27	OFFICE SUPPLIES		314060	
	0010-801-6502-21350	57.27	OFFICE SUPPLIES		314060	
	0010-801-1801-21250	57.27	OFFICE SUPPLIES		314060	
	0010-801-1408-21250	74.79	OFFICE SUPPLIES		314060	
	0010-801-1201-21250	96.85	OFFICE SUPPLIES		314060	
	0010-801-1701-21350	20.54	OFFICE SUPPLIES		314060	
	0010-801-1701-21350	5.97	OFFICE SUPPLIES		314060	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
OFFICE DEPOT INC.	0010-801-1701-21250	4.89	OFFICE SUPPLIES		314060	
	0010-801-1702-21350	24.54	OFFICE SUPPLIES		314060	
						4,861.26
OFFICE SOLUTIONS	0010-801-1407-22750	151.15	OFFICE SUPPLIES	17-0052	622 *	
	0010-801-1703-22750	37.67	OFFICE SUPPLIES		622 *	
	0010-801-1701-21300	46.40	OFFICE SUPPLIES		622 *	
	0010-801-1702-21300	46.40	OFFICE SUPPLIES		622 *	
	0010-801-1703-21300	46.40	OFFICE SUPPLIES		622 *	
						328.02
PARKHOUSE TIRE, INC.	0060-801-4211-23500	2,192.97	FLEET TIRES		314061	
						2,192.97
PLUMBERS DEPOT INC	0042-801-4204-22100	426.88	STREETS TOOLS/SUPPLIES	17-0220	314062	
						426.88
PREFERRED ALLIANCE INC	0010-801-1801-31900	90.02	DRIVER TESTING		314063	
						90.02
PRINT SPOT	0075-450-0075-08420	244.69	MPK GOLF FLYERS (TRUST)		314064	
	0075-450-0075-08420	625.31	MPK EXPLORER FLYERS (TRUST)		314064	
						870.00
PROSOURCE FACILITY SUPPLY	0010-801-1407-38250	374.10	JANITORIAL SUPPLIES		314065	
						374.10
PRUDENTIAL OVERALL SUPPLY	0060-801-4211-22150	25.17	SHOP RAGS		623 *	
	0010-801-3210-22150	14.63	SHOP RAGS		623 *	
	0060-801-4211-22150	25.17	SHOP RAGS		623 *	
	0010-801-3210-22150	14.63	SHOP RAGS		623 *	
	0060-801-4211-22150	25.17	SHOP RAGS		623 *	
	0010-801-3210-22150	14.63	SHOP RAGS		623 *	
	0060-801-4211-22300	25.00	UNIFORMS		623 *	
	0060-801-4211-22300	25.00	UNIFORMS		623 *	

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PRUDENTIAL OVERALL SUPPLY	0060-801-4211-22300	47.13	UNIFORMS		623 *	
						216.53
PVP COMMUNICATIONS INC	0160-801-4211-54060	1,525.95	POLICE EQUIPMENT/PARTS		624 *	
	0010-801-3112-38400	1,164.16	POLICE EQUIPMENT/PARTS		624 *	
						2,690.11
CALVIN QUACH	0092-701-0092-07550	6,500.00	REFUND WATER METER INSTALL		314066	
						6,500.00
DONNA RAMIREZ	0010-801-1704-33200	337.25	ICSC CONFERENCE		314067	
						337.25
RED WING SHOE STORES	0010-801-1703-22300	175.00	SAFETY BOOTS-J SMITH		314068	
						175.00
RELIANT IMMEDIATE CARE MEDICAL GROU	0010-801-1801-31900	270.00	RESPIRATORY EXAMINATION		314069	
						270.00
MANUEL REYES	0159-801-6507-31940	1,292.00	INSTRUCTOR-RECREATION CLASS		314070	
						1,292.00
RIVERSIDE COUNTY SHERIFFS DEPT	0136-801-3101-33250	110.00	POST TRAINING		314071	
						110.00
RKA CONSULTING GROUP	0010-801-5002-96093	19,267.50	POTRERO GRANDE BEAUTIFICATION	17-0407	314072	
						19,267.50
ROBERTSON'S	0022-801-4202-22400	549.19	CONCRETE	17-0222	314073	
						549.19
S C FUELS (DBA)	0060-801-4211-22250	17,431.57	FUEL	17-0349	314074	
						17,431.57
SAN LUIS BUTANE DISTRIBUTORS, INC	0060-801-4211-22250	14.63	PROPANE	17-0036	314075	
	0060-801-4211-22250	22.41	PROPANE	17-0036	314075	
						37.04
SHRED-IT US JV LLC	0010-801-3114-38400	513.81	DESTRUCTION SERVICES		314076	
						513.81

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
SMARDAN SUPPLY COMPANY	0092-801-4222-23700	323.68	WATER SUPPLIES	17-0167	314077	
						323.68
SMART & FINAL #321	0010-801-3210-22750	100.56	FIRE SUPPLIES		314078	
						100.56
SMS SYSTEMS MAINTENANCE SERVICES, I	0010-801-3115-38400	682.00	SERVER MAINTENANCE		625 *	
						682.00
SOUTH COAST AIR QUALITY	0010-801-3230-41100	124.35	AQMD FEES		314079	
	0010-801-3230-41100	354.86	AQMD FEES		314079	
						479.21
SOUTHEAST CONSTRUCTION PRODUCT	0092-801-4222-23700	19.88	WATER SUPPLIES		314080	
						19.88
STAPLES BUSINESS ADVANTAGE	0010-801-3230-39250	234.90	OFFICE SUPPLIES		314081	
						234.90
BRIAN STOTHERS	0136-801-3101-33250	150.00	POST TRAINING		314082	
						150.00
SUPREME TROPHIES & GIFTS CO.	0010-801-1703-21200	1.14	AWARD/PLAQUES/STAMP/NAME PLATE		314083	
	0010-801-1703-21250	100.00	AWARD/PLAQUES/STAMP/NAME PLATE		314083	
						101.14
TONY TAN	0075-450-0075-08200	87.00	REFUND CONSTRUCTION BOND-TRUST		314084	
						87.00
TANK SPECIALISTS OF CALIFORNIA	0060-801-4211-22250	125.00	DESIGNATED OP. SVC.	17-0441	314085	
	0060-801-4211-22250	125.00	DESIGNATED OP. SVC.	17-0441	314085	
	0060-801-4211-22250	125.00	DESIGNATED OP. SVC.	17-0441	314085	
	0060-801-4211-22250	125.00	DESIGNATED OP. SVC.	17-0441	314085	
	0060-801-4211-22250	125.00	DESIGNATED OP. SVC.	17-0441	314085	
	0060-801-4211-22250	125.00	DESIGNATED OP. SVC.	17-0441	314085	
	0060-801-4211-22250	125.00	DESIGNATED OP. SVC.	17-0441	314085	
	0060-801-4211-22250	1,026.40	GAS PUMP REPAIR	17-0441	314085	

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
TANK SPECIALISTS OF CALIFORNIA	0060-801-4211-22250	823.75	GAS PUMP REPAIR	17-0441	314085	
						2,725.15
THE CHRYSALIS CENTER	0077-801-1111-31950	5,133.24	BID MAINTENANCE	17-0283	314086	
						5,133.24
THOMSON REUTERS (LEGAL) INC.	0010-801-3104-39100	331.00	POLICE INFORMATION SERVICES	17-0084	314087	
						331.00
TITO AUTO TRIM (DBA)	0060-801-4211-38400	65.00	FLEET REPAIR-UNIT 047	17-0007	314088	
						65.00
TOM'S CLOTHING & UNIFORMS INC	0092-801-4221-22310	300.00	UNIFORMS-G NORIEGA	17-0179	314089	
	0010-801-3104-22310	149.16	UNIFORMS-R LOPEZ	17-0087	314089	
	0010-801-3103-22310	73.40	UNIFORMS-O NUNEZ	17-0087	314089	
	0010-801-3101-22320	200.00	UNIFORMS-V TSUDA	17-0087	314089	
						722.56
	0092-801-4223-22300	129.96	UNIFORMS-J MEDINA	17-0179	314090	
						129.96
TRANSTECH	0010-801-5004-96085	1,400.00	GARVEY RANCH BASKETBALL COURT		314091	
	0010-801-5004-91738	160.00	BARNES POOL SOFTENER/BOILER		314091	
	0010-801-5004-91738	1,580.00	BARNES POOL SOFTENER/BOILER		314091	
						3,140.00
WILLIAM TSANG	0010-701-0010-02010	90.00	REFUND BUSINESS LICENSE		314092	
						90.00
RICHARD TULLIUS	0010-801-3210-38400	156.60	REIMBURSEMENT FIRE SUPPLIES		314093	
						156.60
U S ARMOR CORP	0010-801-3103-22300	625.31	POLICE-FIREARM SUPPLIES		314094	
						625.31
UC REGENTS	0010-801-3220-39400	2,784.92	FIRE-CONTINUED EDUCATION	17-0268	314095	
	0010-801-3220-39400	2,784.92	FIRE-CONTINUED EDUCATION	17-0268	314095	
						5,569.84

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 05/03/2017

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
UNDERGROUND SERVICE ALERT	0092-801-4223-31950	279.50	UNDERGROUND UTILITY SERVICES	17-0183	314096	
	0092-801-4223-31950	13.00	UNDERGROUND UTILITY SERVICES		314096	
						292.50
URS CORPORATION	0161-450-4212-06910	16,330.00	GEOTECH REVIEW		314097	
	0161-450-4212-06910	17,250.00	GEOTECH REVIEW		314097	
						33,580.00
VETERINARY HEALTHCARE CENTER	0160-801-3103-22800	159.22	K-9 SUPPLIES/SERVICE		314098	
						159.22
VINNIE'S PORTABLE WELDING	0092-801-4222-38420	812.00	WATER WELDING SERVICES		314099	
						812.00
VISTA PAINT CO.	0010-801-6517-23050	156.31	PAINT SUPPLIES		314100	
	0010-801-4202-23950	488.57	PAINT SUPPLIES		314100	
						644.88
VULCAN MATERIAL CO	0110-801-4202-23600	36.24	ASPHALT		314101	
						36.24
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	33.46	FLEET PARTS/SUPPLIES-UNIT 007	17-0285	626 *	
	0060-801-4211-23500	26.75	FLEET PARTS/SUPPLIES-UNIT 036	17-0285	626 *	
	0060-801-4211-23500	203.41	FLEET PARTS/SUPPLIES-UNIT 075	17-0285	626 *	
	0060-801-4211-23500	8.73	FLEET PARTS/SUPPLIES-UNIT 900	17-0285	626 *	
	0060-801-4211-23500	31.47	FLEET PARTS/SUPPLIES	17-0285	626 *	
	0060-801-4211-23500	89.90	FLEET PARTS/SUPPLIES-UNIT 001	17-0285	626 *	
	0060-801-4211-23500	101.79	FLEET PARTS/SUPPLIES	17-0285	626 *	
	0060-801-4211-23500	92.34	FLEET PARTS/SUPPLIES-UNIT 001	17-0285	626 *	
	0060-801-4211-23500	10.51	FLEET PARTS/SUPPLIES-UNIT 941	17-0285	626 *	
	0060-801-4211-23500	197.95	FLEET PARTS/SUPPLIES	17-0285	626 *	
	0060-801-4211-23500	21.92	FLEET PARTS/SUPPLIES-UNIT 014	17-0285	626 *	
	0060-801-4211-23500	567.68	FLEET PARTS/SUPPLIES	17-0285	626 *	
	0060-801-4211-23500	44.66	FLEET PARTS/SUPPLIES-UNIT 092	17-0285	626 *	

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	160.70	FLEET PARTS/SUPPLIES-UNIT 092	17-0285	626 *	
	0060-801-4211-23500	8.70-	FLEET PARTS/SUPPLIES-CREDIT	17-0285	626 *	
	0060-801-4211-23500	217.50-	FLEET PARTS/SUPPLIES-CREDIT	17-0285	626 *	
	0060-801-4211-23500	13.05-	FLEET PARTS/SUPPLIES-CREDIT	17-0285	626 *	
	0060-801-4211-23500	26.10-	FLEET PARTS/SUPPLIES-CREDIT	17-0285	626 *	
	0060-801-4211-23500	65.25-	FLEET PARTS/SUPPLIES-CREDIT	17-0285	626 *	
	0060-801-4211-23500	13.05-	FLEET PARTS/SUPPLIES-CREDIT	17-0285	626 *	
						1,247.62
WECK LABORATORIES (DBA)	0093-801-4227-31950	508.00	WATER TESTING SUPPLIES		314102	
						508.00
WEST COAST LIGHTS & SIRENS	0060-801-4211-38410	4,809.16	POLICE CAR CONVERSION-UNIT 115	17-0421	314103	
	0060-801-4211-38410	4,541.77	POLICE CAR CONVERSION-UNIT 114	17-0421	314103	
	0060-801-4211-38410	4,541.98	POLICE CAR CONVERSION-UNIT 119	17-0438	314103	
						13,892.91
WESTERN WATER WORKS SUPPLY CO.	0092-801-4223-23300	124.70	WATER PARTS/SUPPLIES	17-0258	314104	
	0092-801-4223-23300	124.70	WATER PARTS/SUPPLIES	17-0258	314104	
						249.40
WILLIES TIRES AND ALIGNMENT	0060-801-4211-23500	262.33	FLEET TIRES	17-0004	314105	
						262.33
	TOTAL FOR REGULAR WARRANTS					**1,737,726.09**
	PRINTED	1,725,686.50				
	E-PAYABLE	12,039.59				

* Indicates an E-Payable transaction

TOTAL FOR PREPAID WARRANTS	98,382.43
TOTAL FOR PREPAID E-PAYABLES	0.00
TOTAL FOR PRINTED WARRANTS	1,725,686.50
TOTAL FOR PRINTED E-PAYABLES	12,039.59
TOTAL WARRANTS	1,836,108.52
TOTAL VOID CHECKS	4
TOTAL PREPAID CHECKS	63
TOTAL PREPAID E-PAYABLES	0
TOTAL CHECKS PRINTED	144
TOTAL E-PAYABLES PRINTED	14
TOTAL CHECKS ISSUED	221

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 05/03/2017
FUND SUMMARY

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	47,110.82	471,601.45	518,712.27
0022	STATE GAS TAX FUND	430.05	27,761.30	28,191.35
0042	SEWER FUND	0.00	5,386.88	5,386.88
0043	REFUSE FUND	911.41	420,116.02	421,027.43
0060	CITY SHOP FUND	5,934.21	53,649.32	59,583.53
0062	GENERAL LIABILITY FUND	0.00	1,725.00	1,725.00
0070	PARK FACILITIES FUND	0.00	32,011.00	32,011.00
0071	PUBLIC SAFETY IMPACT FEE FUND	0.00	295.88	295.88
0075	SPECIAL DEPOSITS FUND	19,937.06	26,334.42	46,271.48
0077	BUSINESS IMPROVEMENT AREA #1	0.00	5,133.24	5,133.24
0092	WATER FUND	4,095.09	39,384.67	43,479.76
0093	WATER TREATMENT FUND	0.00	536,221.14	536,221.14
0109	OPA PROPOSITION A	5,882.56	3,899.41	9,781.97
0110	MEASURE R FUND	0.00	737.29	737.29
0136	POST	3,533.26	4,052.99	7,586.25
0142	EL CIVIC EDUCATION GRANT	20.26	0.00	20.26
0152	HOME HOUSING PROGRAM	7,845.50	0.00	7,845.50
0159	RECREATION FUND	201.50	1,502.00	1,703.50
0160	ASSET FORFEITURE	822.05	2,112.42	2,934.47
0161	CONSTRUCTION AGENCY FUND	0.00	33,580.00	33,580.00
0166	PROPOSITION C	0.00	70,817.66	70,817.66
0169	CDBG FUND	1,481.89	0.00	1,481.89
0176	MAINTENANCE DISTRICT 93-1	80.02	0.00	80.02
0344	MAINTENANCE GRANT (075)	0.00	1,300.00	1,300.00
0349	ELAC INSTRUCTIONAL SERV PROG	96.75	104.00	200.75
	TOTAL	**98,382.43**	**1,737,726.09**	**1,836,108.52**

City Council Staff Report

DATE: May 3, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-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 meeting of April 5, 2017 and the special meeting of April 5, 2017; and

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

EXECUTIVE SUMMARY:
None.

BACKGROUND:
None.

FISCAL IMPACT:
None.

Respectfully submitted,

for

Vincent D. Chang
City Clerk

Prepared by:

Timothy Huynh
Minutes Clerk

Approved By:

Ron Bow
Interim City Manager

Attachments: April 5, 2017 special meeting minutes
April 5, 2017 regular meeting minutes

ATTACHMENT 1
Minutes

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
APRIL 5, 2017

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, April 5, 2017 at 5:30 p.m.

CALL TO ORDER:
Mayor Real Sebastian called the meeting to order at 5:30 p.m.

ROLL CALL:
Interim City Manager Bow called the roll:

Council Members Present:	Peter Chan, Mitchell Ing, Stephen Lam, Hans Liang, Teresa Real Sebastian
Council Members Absent:	None
Also Present:	Interim City Manager Ron Bow, City Attorney Mark Hensley, Director of Human Resources and Risk Management Tom Cody

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS
None.

ORAL & WRITTEN COMMUNICATIONS
None.

NEW BUSINESS
None.

CLOSED SESSION - The City Council adjourned to Closed Session at 5:30 p.m.

1. **CONFERENCE WITH LABOR NEGOTIATORS – GOVERNMENT CODE § 54957.6**

City Negotiators:	Ron Bow, Interim City Manager, Tom Cody, Human Resources Director
Employee Organizations:	Bargaining Units Monterey Park Police Officers' Association (MPPOA); POA/Captains' Unit, Police Officer's Mid-Management Association (POMMA.)

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION - GOVERNMENT CODE § 54956.9(d)(2). Number of Cases: Two**

    1. Facts and Circumstances: Farmer's Ins ASO David Munguia v. City of Monterey Park (city claim filed March 8, 2017) Monterey Park Claim Number:2048-CL

    2. Facts and Circumstances not known by potential claimants

3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION - GOVERNMENT CODE § 54956.9(d)(4). Number of Cases: One**

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present. The meeting was adjourned at 6:49 p.m.

Action Taken: No reportable action taken during Closed Session.

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Vincent D. Chang
City Clerk

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
APRIL 5, 2017

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, April 5, 2017 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 Real Sebastian called the meeting to order at 7:03 p.m.

FLAG SALUTE:
The Monterey Park Fire Explorers led the flag salute.

ROLL CALL:
City Clerk Vincent Chang called the roll:

Council Members Present:	Peter Chan, Mitchell Ing, Stephen Lam, Hans Liang, Teresa Real Sebastian
Council Members Absent:	None

ALSO PRESENT: Interim City Manager Ron Bow, City Treasurer Joseph Leon, City Attorney Mark Hensley, Fire Chief Scott Haberle, Police Chief Jim Smith, Director of Human Resources and Risk Management Tom Cody, Director of Recreation & Community Services Dan Costley, Director of Community & Economic Development Michael Huntley, Director of Management Services Chu Thai, Controller Annie Yaung, Interim Public Works Director Tito Haes, Water Utility Manager Frank Heldman, Support Services Manager Timothy Shay, Parks Superintendent Chris Reyes, Deputy City Clerk Cindy Trang

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS
Interim City Manager Bow requested Agenda Item No. 6C to be heard first.

RECESSED AND RECONVENED
The City Council recessed at 7:28 p.m. and reconvened with all council members present at 7:50 p.m.

ORAL AND WRITTEN COMMUNICATIONS
This item was heard after Agenda Item 6C.

- Joseph Leon, City Treasurer, spoke regarding Monterey Park being recognized for being highly effective in forecasting revenue analysis.

- Hector Vasquez, a resident of Monterey Park, spoke in support of a salary increase for the Monterey Park Police Department.

- David Barron, a resident of Monterey Park, spoke regarding Measure LL, future elections, and the Cascades and Eve statue.

- Nancy Arcuri, a resident of Monterey Park, spoke against the placement of the proposed Eve statue at the Cascades.

- Cal Goshi, a resident of Monterey Park, spoke against the increased airplane noises.

- Theresa Amador, a resident of Monterey Park, spoke against the placement of the proposed Eve statue at the Cascades.

- Johnny Thompson, a resident of Monterey Park, spoke against the placement of the proposed Eve statue at the Cascades.

- Larry Sullivan, a resident of Monterey Park, spoke against the placement of the proposed Eve statue at the Cascades.

- Delario Robinson, a resident of Monterey Park, spoke regarding the recent negotiations with the Monterey Park Police Officer's Association. He also spoke against the proposed Eve statue at the Cascades.

1. **PRESENTATIONS**
None.

2. **SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA)**

NEW BUSINESS

2A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REEVELOPMENT AGENCY OF APRIL 5, 2017

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**
None.

4. **PUBLIC HEARING**
None.

5. **OLD BUSINESS**

5A. AUTHORIZING AGREEMENT FOR WATER, WASTEWATER, AND SOLID WASTE RATE STUDIES

This matter was continued from the March 15, 2017 meeting. A copy of that staff report is available for reference. Here is a revised timeline:

Date	Action	Notes
April 5, 2017	Council approve consultant. Finalize contract with legal	Begin data collection for water, wastewater and refuse.
Month of May	Data collection and discussions with consultant	Customer billing info, financial history/projections, and PW capital projects/operations discussions.
June 7, 2017 (56 days)	Report presented to City Council. Establish Public Hearing date of July 19, 2017.	Prop 218 needs 45 days advance notice.
August 2, 2017	Rate Public Hearing	Council to consider adoption.
August 9, 2017	Mail new rate information to public. Work with Athens to conduct full audit of trash accounts.	Give customers two weeks to confirm or change their service levels. Then, give Athens the full list so they can swap out cans/bins. This is part of full-audit.
Sept 1, 2017	New water, wastewater and refuse rates in effect	Customers will see new rates on bills beginning in October.

Applicant:

- Sudhir Pardiwala, Project Manager and Executive Vice President of Raftelis Financial Consultants, Inc., was present to answer questions.

Action Taken: The City Council authorized the Interim City Manager to enter into an agreement, in a form approved by the City Attorney, with Raftelis Financial Consultants, Inc in the amount of $74,971, to conduct a comprehensive study on the City's water, wastewater, and solid waste fees as amended to conduct the water and wastewater study no earlier than September of 2017.

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

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

5B. APPROPRIATION OF $50,000 FOR TYLER TECHNOLOGIES TRAVEL EXPENSES RELATED TO FINANCE SOFTWARE UPGRADE

At the February 15, 2017 meeting the City Council approved the Tyler Technologies agreement for finance software, but directed that payment of travel expenses be removed.

In discussing the matter with Tyler Technologies, it became apparent that the proposed budget for travel expenses was not part of the vendor's "overhead." Rather, the proposed travel expense budget is for cost recovery on extraordinary travel expenses. Tyler's workforce is distributed across the country. When representatives are required for on-site training and supervision, Tyler pays for transporting those individuals to the City. To recoup its costs, Tyler charges the City actual travel expenses – without mark-up – in order to ensure both that the City has the best service available and pays the least amount possible. Since these costs are "pay as you need them," they are not included in the overall rate structure.

Applicant:

- Bill Lane, Vice President Western Regional for Tyler Technologies, was present to answer questions.

Recommendation: It is recommended that the City Council appropriate $50,000 from Technology Internal Service Fund (0063) balance for Tyler Technologies travel expenses related to implementation of new finance software.

Action Taken: The City Council appropriated $24,000 from Technology Internal Service Fund (0063) balance for Tyler Technologies travel expenses related to implementation of new finance software.

Motion: Moved by Council Member Lam and seconded by Council Member Ing, motion carried by the following vote:

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

6. NEW BUSINESS

6A. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF APRIL 5, 2017

Disbursements will be made from the funds referenced in the Resolution in Warrants numbered 313481-313656 and e-Payables numbered 000576-000590.

Action Taken: The City Council approved payment of warrants and adopted Resolution No. 11904 allowing certain claims and demands per Warrant Register dated April 5, 2017 totaling $1,138,578.35 and specifying the funds out of which the same are to be paid.

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

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

Resolution No. 11904, entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED THE 5TH DAY OF APRIL 2017 TOTALING $1,138,578.35 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

6B. CITY COUNCIL MINUTES

Approve the minutes from the regular meeting of March 1, 2017 and the special meetings of March 1, 2017 and March 8, 2017.

Action Taken: The City Council approved the minutes from the regular meeting of March 1, 2017 and the special meetings of March 1, 2017 and March 8, 2017. Mayor Pro Tem Lam and Council Member Ing abstained due to their absence at the meetings.

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

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

6C. ADOPTING A RESOLUTION CERTIFYING THE RESULTS OF THE MARCH 7, 2017 GENERAL MUNICIPAL ELECTION

The City held a general municipal election on March 7, 2017 for the purpose of electing two (2) members of the City Council for a term of four years, one (1) City Clerk for a term of four years, one (1) City Treasurer for a term of four years, and ballot Measure LL regarding a library tax. The election was consolidated with the Los Angeles County election.

This item was heard after Agenda Addition, Deletions, Changes and Adoptions.

Action Taken: The City Council adopted Resolution No. 11903 certifying the results of the March 7, 2017 general municipal election. The Oath of Office was administered by City Clerk Vincent Change to Council Members Peter Chan and Hans Liang and City Treasurer Joseph Leon. The Oath of Office was administered by Deputy City Cindy Trang to City Clerk Vincent Chang.

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

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

Resolution No. 11903, entitled:
A RESOLUTION DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD MARCH 7, 2017

6D. THE CITY IS REQUIRED TO RENEW THE ASSESSMENT DISTRICT FOR FISCAL YEAR 2017-18 AND SCHEDULE A PUBLIC HEARING PURSUANT TO STREETS AND HIGHWAYS CODE §§ 22500, ET SEQ.

In 1993 the City formed a citywide benefit assessment district to finance the operation and maintenance of public street lighting and landscaping. The district was renewed each of the past 24 years and must be renewed for 2017-18 in order for the City to continue the collection of assessments. To begin the district renewal, staff recommends a public hearing be held on June 21, 2017. Scheduling the public hearing is a required process and it does not automatically renew the district. The district renewal will follow the City Council's action at the conclusion of the June 21st public hearing.

Speakers:

- City Attorney Hensley clarified the staff report requested the public hearing for this agenda item to be scheduled for June 21, 2017.

Action Taken: The City Council adopted Resolution No. 11905 declaring the City Council's intent to levy and collect assessments for Fiscal Year 2017-18 in Citywide Maintenance District No. 93-1 pursuant to Streets and Highways Code §§ 22500, et seq. and set June 21, 2017 for the public hearing.

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

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

6E. CITY OF MONTEREY PARK RESIDENTIAL REHABILITATION PROGRAM GUIDELINES

The City of Monterey Park has provided a Residential Rehabilitation Program to the community for over two decades. The Program is designed to provide funding to eligible low-and moderate-income homeowners to cover the cost of necessary housing repairs; for the preservation of decent, safe, and sanitary housing; to correct hazardous structural conditions; to make improvements considered necessary to eliminate blight and improve handicapped access; and, to correct building and health code violations. The goal of the Program is to assist eligible low- and moderate-income residential owner-occupants in maintaining the City's existing housing stock by means of home rehabilitation.

Over the last two decades, the Residential Rehabilitation Guidelines have been update a number of times to address the changing needs of the community. In fall of 2016, the City Council directed staff to reevaluate the existing guidelines and return with a recommendation on how to best utilize the funds while meeting the national objectives as mandated by the United State Department of Housing and Urban Development (HUD).

On March 15, 2017, staff presented a number of recommendations to the City Council for consideration related to the existing Residential Rehabilitation Program guidelines and a new Rental Rehabilitation Program. Subsequent to feedback from the City Council, staff has submitted the final draft of both programs for consideration by the City Council.

Speakers:

- City Attorney Hensley clarified that in the program guidelines: (1) part II would be dropped out of the Rental Rehabilitation Program; and (2) the parenthetical in part III will be dropped out as it is applicable to both programs.

Recommended: It is recommended that the City Council adopt a Resolution approving the updated Residential Rehabilitation Program Guidelines and the new Rental Rehabilitation Program Guidelines.

Action Taken: The City Council adopted Resolution No. 11907 approving the Residential Rehabilitation Program Guideline and to return and present the Rental Rehabilitation Program Guideline with additional information to City Council at a future meeting.

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

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

Resolution No. 11907, entitled:
A RESOLUTION ADOPTING THE 2017 RESIDENTIAL REHABILITATION PROGRAM GUIDELINES FOR USE WITH THE HOME PROGRAM

6F. LEASE OF FOX FIELD PROPERTY TO T.E. ROBERTS, INC.

T.E. Roberts, Inc. is seeking to lease the City's Fox Field property that is located at 2450 N. Charlotte Ave., Rosemead, CA 91770, for $100 per month for a term of 3 months.

Action: The City Council authorized the Interim City Manager to execute a Lease Agreement, in a form approved by the City Attorney, with T.E. Roberts, Inc. for the Fox Field Property located at 2450 North Charlotte Avenue in the City of Rosemead, for a three-month period, for a total fee of $300.

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

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

6G. PURCHASE OF BULK CHEMICALS FOR WATER DIVISION

The Water Division requires a number of chemicals to treat the City's groundwater supply. Pursuant to Monterey Park Municipal Code Chapter 3.20, a bid for the purchase and delivery of bulk chemicals was completed on March 17, 2017. Staff requests City Council authorization for the Interim City Manager to execute agreements with Brenntag Pacific, Inc., Gallade Chemical, Inc., JCI Jones Chemical, Inc., and Miles Chemical Company for the purchase of chemicals for the Water Division in a combined total not to exceed $340,000.

Action Taken: The City Council authorized the City Manager to execute agreements, in a form approved by the City Attorney, with Brenntag Pacific, Inc., Gallade Chemical, Inc., JCI Jones Chemical, Inc., and Miles Chemical Company for the purchase and delivery of bulk chemicals in a combined total not to exceed $340,000.

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

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

6H. PARKS EVENING JANITORIAL SERVICES – AWARD OF CONTRACT

On February 15, 2017, Staff released a Request for Proposal for evening janitorial services for City park restroom facilities. Six bids were received by the March 8, 2017 deadline. Upon review and verification of the bid submittals, three were deemed as compliant, qualified and eligible contractors. Staff is recommending the award of contract to Valley Maintenance Corp., the lowest responsive bidder for a three year contract, with two single year renewal options for a total contract amount of $145,260.

Action Taken: The City Council authorized the Interim City Manager to execute a three year agreement, in a form approved by the City Attorney, with Valley Maintenance Corp., in the amount of $145,260 for Parks Evening Janitorial Services.

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

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

EXTENSION OF COUNCIL MEETING

Action Taken: The City Council made a motion to extend the City Council Meeting to 11:15 p.m.

Motion: Moved by Council Member Ing and seconded by Council Member Liang, motion carried by the following vote.

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

6I. APPROVAL OF AMENDMENT TO WEST COAST ARBORISTS AGREEMENT

The City of Monterey Park contracts out of the majority of regular and emergency tree maintenance work with West Coast Arborist Inc. Staff is requesting City Council authorization for additional funding to complete the annual tree maintenance schedule.

Action Taken: The City Council (1) approved a budget amendment of the $81,900 from the general fund for a total allocation of $125,000 for additional tree maintenance expenditures; and (2) authorized the City Manager to execute an amendment to the Agreement with West Coast Arborists, in a form approved by the City Attorney, increasing the annual tree trimming and maintenance cost from $315,000 to $440,000.

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

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

6J. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA APPOINTING COUNCIL REPRESENTATIVES TO SPECIFIC ORGANIZATIONS

Pursuant to Section VIII of the City Council's Policies and Procedures, the City Council generally appoints representatives to various regional and community organizations each July. Appointments are recommended by the Mayor and confirmed by the City Council.

Action Taken: The City Council adopted Resolution No. 11907 appointing representatives to specific organizations as follows:

Board of Education/City Council Joint Use Committee (Alhambra School District)	**Representative:**	**Mitchell Ing**
	Representative:	**Hans Liang**
	Staff Representative:	**Director of Recreation and Community Services**
California Contract Cities Association	**Representative:**	**Stephen Lam**
	Alternate:	**Mitchell Ing**
Independent Cities Association	**Representative:**	**Hans Liang**
	Alternate:	**Teresa Real Sebastian**
League of California Cities	**Representative:**	**Peter Chan**
	Alternate:	**Stephen Lam**
Los Angeles County Sanitation District	**Representative:**	**Mayor**
	Alternate:	**Mayor Pro Tem**
San Gabriel Valley Council of Governments	**Representative:**	**Teresa Real Sebastian**
	Alternate:	**Mitchell Ing**
San Gabriel Valley Economic Partnership	**Representative:**	**Stephen Lam**
	Alternate:	**Peter Chan**
San Gabriel Valley Mosquito Abatement District:	**Representative:**	**Joseph Leon**
Sister City Commission	**Representative:**	**Hans Liang**
	Alternate:	**Peter Chan**

Southern California Association of Governments (SCAG)	Representative:	Teresa Real Sebastian

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

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

Resolution No. 11907, entitled:
A RESOLUTION ASSIGNING REPRESENTATIVES TO SPECIFIC ORGANIZATIONS IN ACCORDANCE WITH SECTION VIII OF THE CITY COUNCIL POLICIES AND PROCEDURES

6K. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING THE MONTH OF APRIL AS NATIONAL DONATE LIFE MONTH TO HELP ENCOURAGE AMERICANS TO REGISTER AS ORGAN, EYE, AND TISSUE DONORS AND TO CELEBRATE THOSE THAT HAVE SAVED LIVES THROUGH THE GIFT OF DONATION

National Donate Life Month promotes awareness and encourages registration as organ, eye and tissue donors as well as honors those individuals that have saved lives through donation.

Action Taken: The City Council adopted Resolution No. 11908 declaring the month of April as National Donate Life Month.

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

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

Resolution No. 11908, entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING THE MONTH OF APRIL AS NATIONAL DONATE LIFE MONTH TO HELP ENCOURAGE AMERICANS TO REGISTER AS ORGAN, EYE AND TISSUE DONORS AND TO CELEBRATE THOSE THAT HAVE SAVED LIVES THROUGH THE GIFT OF DONATION

7. COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Council Member Ing did not have anything to report.

Council Member Chan appointed Allen Shatkin to the traffic commission. He also announced the Police Academy Graduation and requested a forecast meeting of the budget for coming years.

Council Member Liang did not have anything to report.

Mayor Pro Tem Lam announced the Monterey Park Fire Department and Lion's Club will have a Fire Service Day on May 6, 2017. He also announced the deadline for the Los Angeles County Tax

Mayor Real Sebastian announced that next week is National Library Week.

8. <u>CLOSED SESSION</u>
None.

<u>ADJOURNMENT</u>
There being no further business for consideration, the meeting was adjourned at 11:16 p.m.

____
Vincent D. Chang
City Clerk

City Council Staff Report

DATE: May 3, 2017

AGENDA ITEM NO: New Business Agenda Item 6-C.

TO: The Honorable Mayor and City Council

FROM: Jim Smith, Chief of Police

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA DECLARING MAY 14 – 20, 2017 AS "POLICE WEEK" AND MONDAY, MAY 15, 2017 AS "PEACE OFFICERS MEMORIAL DAY."

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt Resolution no. _____ declaring May 14 – 20, 2017 as "Police Week" in Monterey Park and Monday, May 15, 2017 as "Peace Officers Memorial Day"; and
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The week of May 14 – 20 is recognized as "National Police Week" and May 15 is "Peace Officers Memorial Day." The City Council is requested to approve a Resolution to observe both National Police Week and Peace Officers Memorial Day.

BACKGROUND:

In 1962, President John F. Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others.

Communities across the United States will come together during National Police Week—May 14-20—to honor and remember those law enforcement officers who made the ultimate sacrifice, as well as the family members, friends and fellow officers they left behind.

This year, the names of 394 officers killed in the line of duty are being added to the National Law Enforcement Officers Memorial in Washington, DC. These 394 officers include 143 officers who were killed during 2016, plus 251 officers who died in previous years but whose stories of sacrifice had been lost to history until now.

The fallen officers include two members of the law enforcement community in Monterey Park, Officer George Elder who was killed in a shootout in 1961 and Officer William Guidera who was killed in a traffic collision in 1927. In addition to remembering Officers Elder and Guidera,the Police Department also remembers and pays tribute to DEA Special Agents Paul Seema and George Montoya who were killed in the line of during a shootout while working alongside Monterey Park Police Officers during a narcotics investigation in 1989.

In tribute to American law enforcement officers and at the request of the National Law Enforcement Officers Memorial Fund, Public Law 103-322 designates May 15th National Peace Officers Memorial Day, which is one of only two days each year during which government agencies, businesses and residents are to fly their U.S. flags at half staff.

Respectfully submitted and approved by:

Ron Bow
Interim City Manager

Prepared by:

Jim Smith
Chief of Police

ATTACHMENT 1: Resolution

ATTACHMENT 1
Resolution

RESOLUTION NO. _________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA DECLARING MAY 14-20 AS POLICE WEEK IN MONTEREY PARK AND MONDAY, MAY 15 AS PEACE OFFICERS' MEMORIAL DAY.

WHEREAS, National Police Week 2017 honors the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Monterey Park Police Department;

WHEREAS, there were 15,548 assaults against law enforcement officers in 2015, resulting in approximately 14,453 injuries;

WHEREAS, since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including 2 members of the Monterey Park Police Department;

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.;

WHEREAS, 394 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 143 officers killed in 2016 and 251 officers killed in previous years;

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 29th Annual Candlelight Vigil, on the evening of May 13, 2017;

WHEREAS, the Candlelight Vigil is part of National Police Week, which takes place this year on May 14-20

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half staff;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DOES HEREBY RESOLVE, DECLARE, AND DETERMINE AS FOLLOWS:

SECTION 1. May 14 – 20, 2017 is Police Week in the City of Monterey Park.

SECTION 2. May 15, 2017 is Peace Officers Memorial Day in Monterey Park and in honor of fallen officers and their families U.S. flags shall be flown at half staff.

SECTION 3. That the City Clerk shall certify to the adoption of this resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED this 3rd day of May, 2017.

Teresa Real Sebastian, 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.
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 May, 2017, by the following vote:

Ayes:
Naes:
Absent:
Abstain:

Dated this 3rd day of May, 2017.

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

City Council Staff Report

DATE: May 3, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-D.

TO: The Honorable Mayor and City Council

FROM: Jim Smith, Chief of Police

SUBJECT: Purchase and Conversion of three (3) 2017 Ford Police Interceptor SUVs

RECOMMENDATION:

It is recommended that the City Council:

1. Waive the bidding requirements pursuant to Monterey Park Municipal Code Section 3.20.050(5).
2. Authorize the City Manager or designee to execute a contract in a form approved by the City Attorney for purchasing three 2017 Ford Police Interceptor SUVs through Wondries Fleet Group for a total of $93,571.14.
3. Authorize the City Manager or designee to execute a contract in a form approved by the City Attorney for the conversion/up-fitting of three 2017 Ford Police Interceptor SUVs through an already approved City vendor, not to exceed $33,000.
4. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The 2016-17 budget includes $350,000 for the replacement and conversion/up-fitting of five patrol vehicles for the Police Department. Staff researched optional vehicles and determined the Ford Police Interceptor SUV is the best replacement choice as this vehicle meets the Police Department's needs. Five Ford Police Interceptor SUV's have already been purchased and approximately $140,000 of funding remains for the purchase and conversion of vehicles. Staff recommends the purchase of three Ford Police Interceptor SUV's.

BACKGROUND:

The Police Department utilized the Ford Crown Victoria patrol sedan for over 12 years. During that time, the Department was able to re-use equipment such as safety screens, radios, weapons racks, etc. as older vehicles were taken out of service and new ones were placed into service. Ford discontinued production of the Crown Victoria patrol sedan in 2011. Consequently, the Police Department had to switch to a completely new vehicle, which does not allow for the re-use of the equipment listed above. Ford's 2017 Police Interceptor SUV comes standard with a 3.7 liter V6 engine, automatic 6-speed transmission, all wheel drive, air bags (including side curtain air bags for occupant safety), as well as an anti-lock braking system. Ford provides their Interceptor SUV's with a 5 year/100,000 mile power train warranty (major engine and transmission components) and 3 year/36,000 mile bumper to bumper warranty.

These vehicles are available through the joint purchase program generally for larger agencies such as the State of California (C.H.P.) and Los Angeles County (Sheriffs). Under joint purchase, participating agencies can acquire goods and services at the lowest price possible through volume discount without repeating the bid process. Joint Purchase is a permitted purchasing method per Monterey Park Municipal Code Section 3.20.050(5).

The County of Los Angeles has recently (10/05/15) gone through the formal bid process for Ford Interceptor SUVs and the low bid was from Wondries Fleet Group (LA County PO #16361257-1). Through the joint purchase process, the City is able to obtain the Ford Interceptor SUVs from Wondries Fleet Group at the price of $31,190.38 per unit. This price includes sales tax, tire fee, black and white paint scheme, and delivery. Staff requests to amend the contract (Agreement # 1967-A) with Wondries Fleet Group for this purchase.

The cost of conversion/up-fitting of a Ford Interceptor SUV is approximately $11,000.00 per vehicle. This price includes the purchase of new equipment (push bars, consoles, cages, prisoner seats, etc.) that cannot be reused from the Ford Crown Victoria sedan as well as the equipment that can be removed/reinstalled (two-way radios, in-car camera system, Lojack, ALPR, etc). This price could vary slightly if the City chose to add/change items at the time of installation, or if items are found to be in need of repair.

There are other factors staff considers when completing conversions such as reliability of their conversions, efficiency, consistency of installations, custom fabrication ability, man hours to transport vehicles to the shop, and "turn-around" time. "Turn-around" time varies based on the number of vehicles the vendor already has scheduled for conversion for various agencies. Staff has identified two vendors that meet our requirements and expectations for affordability, the reliability of their conversions, efficiency, and consistency of installations: West Coast Lights and Siren and Black and White Emergency Vehicles. Staff requests the option to choose one of these two vendors to perform the conversions based on their projected "turn-around" time once the vehicles are shipped from the factory because delivery can be anywhere from 90-120 days from date of purchase from Wondries Fleet Group.

FISCAL IMPACT:

The 2016-17 fiscal budget for this project is $350,000.00 with approximately $140,000 remaining for vehicle purchase and conversion. Funding account numbers are 0060-801-4211-54050 (City Shop Fund) and 0160-801-4211-54050 (Asset Forfeiture). The cost for three Ford Police Interceptor SUV's from Wondries Fleet Group is $93,571.14

and the approximate cost of conversion of three Ford Interceptor SUV vehicles through the approved vendors is $33,000.

Respectfully submitted by:

Jim Smith
Chief of Police

Prepared by:

Kelly Gordon
Police Captain

Approved by:

Ron Bow
Interim City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENT(S):

1. *Attachment #1 – Wondries Fleet Group Bid*

ATTACHMENT 1
Wondries Fleet Group Bid

Wondries
FLEET GROUP
1247 W. Main Street, P.O. Box 3850, Alhambra, CA 91803
626/457/5590 626/457-5593 Fax

April 19, 2017

Sgt. Frank Duke
City of Monterey Park
751 S. Alhambra Ave
Monterey Park, Ca 91755
Delivery Via Email

Dear Sgt. Duke,

In response to your inquiry, we are pleased to submit the following for your consideration:

Wondries Fleet Group will sell, service and deliver at Monterey, new/unused 2017 Police Interceptor Utilities responding to your requirement with the attached specifications for $ 28,607.00 plus State Sales Tax, and $8.75 tire tax (non-taxable). These vehicles are available under the Los Angeles County PO# 16361257-1. Pricing includes black and white paint.

Terms are net 30 days. Delivery is 90-120 days.

Sincerely

John Oviyach
Wondries Fleet Group

Prepared By:
Administrator
Your Dealership Name Here

2017 Ford Utility Police Interceptor

• VEHICLE REPORT

2017 Ford Utility Police Interceptor K8A AWD Base

SELECTED MODEL

Code	Description	Invoice
K8A	*2017 Ford Utility Police Interceptor AWD Base*	$30,875.00

SELECTED VEHICLE COLORS

Code	Description
-	*Interior: CHARCOAL BLACK*
-	*Exterior 1: SHADOW BLACK*
-	*Exterior 2: No color has been selected.*

SELECTED OPTIONS

Code	Description	Class	Invoice
	PACKAGES		
500A	*Order Code 500A* *(99R) Engine: 3.7L V6 Ti-VCT FFV; (44C) Transmission: 6-Speed Automatic; (STDAX) 3.65 Axle Ratio; (STDGV) GVWR: 6,300 lbs; (STDTR) Tires: P245/55R18 AS BSW; (STDWL) Wheels: 18" x 8" 5-Spoke Painted Black Steel : Includes center caps and full size spare.; (9) Unique HD Cloth Front Bucket Seats w/Vinyl Rear : Includes driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.; (STDRD) Radio: MyFord AM/FM/CD/MP3 Capable : Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.*	OPT	$0.00
	EMISSIONS		
422	*California Emissions System* *Required code for California Emissions States - California, Connecticut, Delaware, Massachusetts, Maryland, Maine, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington registration unless codes 936 or 423 are applicable. Optional for Cross Border state dealers - Arizona, District of Columbia, Idaho, New Hampshire, Nevada, Ohio, Virginia and West Virginia.*	OPT	$0.00
	POWERTRAIN		
99R	*Engine: 3.7L V6 Ti-VCT*	OPT	$0.00
44C	*Transmission: 6-Speed Automatic*	INC	$0.00

Prepared By:
Administrator
Your Dealership Name Here

2017 Ford Utility Police Interceptor

• VEHICLE REPORT

2017 Ford Utility Police Interceptor K8A AWD Base

SELECTED OPTIONS

Code	Description	Class	Invoice
	POWERTRAIN (Continued)		
STDAX	3.65 Axle Ratio	INC	$0.00
STDGV	GVWR: 6,300 lbs	INC	$0.00
	WHEELS & TIRES		
STDTR	Tires: P245/55R18 AS BSW	INC	$0.00
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes center caps and full size spare.	INC	$0.00
	SEATS & SEAT TRIM		
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes driver 6-way power track (fore/aft up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.	INC	$0.00
	OTHER OPTIONS		
113WB	113" Wheelbase	STD	$0.00
PAINT	Monotone Paint Application	STD	$0.00
STDRD	Radio: MyFord AM/FM/CD/MP3 Capable Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.	INC	$0.00
86P	Front Headlamp/Police Interceptor Housing Only Includes pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies) and pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights).	OPT	$119.00
86T	Tail Lamp/Police Interceptor Housing Only Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies).	OPT	$58.00
43D	Dark Car Feature Courtesy lamps disabled when any door is opened.	OPT	$19.00
17T	Red/White Dome Lamp in Cargo Area	OPT	$49.00
51V	Dual (Driver & Passenger) LED Spot Lamps (Whelen)	OPT	$632.00
76D	Deflector Plate	OPT	$318.00

Prepared By:
Administrator
Your Dealership Name Here

2017 Ford Utility Police Interceptor

• VEHICLE REPORT

2017 Ford Utility Police Interceptor K8A AWD Base

SELECTED OPTIONS

Code	Description	Class	Invoice
	OTHER OPTIONS (Continued)		
52P	*Hidden Door-Lock Plunger/Rr-Door Handles Inoperable*	OPT	$153.00
18W	*Windows - Rear-Window Power Delete* *Operable from front driver side switches.*	OPT	$24.00
[redacted]	[redacted]	OPT	$49.00
549	*Heated Sideview Mirrors*	OPT	$58.00
76R	*Reverse Sensing*	OPT	$261.00
17A	*Aux Air Conditioning*	OPT	$579.00
60R	*Noise Suppression Bonds (Ground Straps)*	OPT	$95.00
	INTERNAL OPTIONS		
PNTTBL	*Paint Table : Primary*	OPT	$0.00
	INTERIOR COLORS FOR : PRIMARY		
9W	*Charcoal Black*	OPT	$0.00
	EXTERIOR COLORS FOR : PRIMARY		
G1	*Shadow Black*	OPT	$0.00
OPTIONS TOTAL			**$2,414.00**

Prepared By:
Administrator
Your Dealership Name Here

2017 Ford Utility Police Interceptor

VEHICLE REPORT

2017 Ford Utility Police Interceptor K8A AWD Base

STANDARD EQUIPMENT

Powertrain

- *300hp 3.7L DOHC 24 valve V-6 engine with variable valve control, SMPI*
- *Recommended fuel : regular unleaded*
- *Emissions Type: ULEV II*
- *6 speed automatic transmission with overdrive*
- *All-wheel drive*
- *Fuel Economy City: 16mpg*
- *Fuel Economy Highway: 21mpg*
- *Fuel Tank Capacity: 18.6gal.*

Suspension/Handling

- *Front independent strut suspension with anti-roll bar, gas-pressurized shocks*
- *Rear independent multi-link suspension with anti-roll bar, gas-pressurized shocks*
- *Electric power-assist rack-pinion steering*
- *Front and rear 18" x 8" black steel wheels with hub covers*
- *P245/55WR18.0 BSW AS front and rear tires*

Body Exterior

- *4 doors*
- *Driver and passenger power remote heated door mirrors*
- *Black door mirrors*
- *Rear lip spoiler*
- *Body-colored bumpers*

• VEHICLE REPORT

2017 Ford Utility Police Interceptor K8A AWD Base

STANDARD EQUIPMENT

Body Exterior (Continued)

- *1 skid plate*
- *Clearcoat paint*

Convenience

- *Manual air conditioning with air filter*
- *Rear HVAC*
- *Auxiliary rear heater*
- *Cruise control with steering wheel controls*
- *Power windows*
- *Driver and passenger 1-touch down*
- *Driver and passenger 1-touch up*
- *Power door locks*
- *Manual tilt steering wheel*
- *Day-night rearview mirror*
- *Power adjustable pedals*
- *1 1st row LCD monitor*
- *Dual visor vanity mirrors*
- *Driver and passenger door bins*

Seats and Trim

- *Seating capacity of 5*
- *Front bucket seats*

• VEHICLE REPORT

2017 Ford Utility Police Interceptor K8A AWD Base

STANDARD EQUIPMENT

Seats and Trim (Continued)

- *8-way (6-way power) driver seat adjustment*
- *Manual driver lumbar support*
- *Power height adjustable driver seat*
- *4-way passenger seat adjustment*
- *60-40 folding rear split-bench seat*
- *Cloth seat upholstery*
- *Metal-look instrument panel insert*

Entertainment Features

- *AM/FM stereo radio*
- *Single CD player*
- *MP3 decoder*
- *Steering wheel mounted radio controls*
- *6 speakers*
- *Integrated roof antenna*

Lighting, Visibility and Instrumentation

- *LED low beam aero-composite headlights*
- *Variable intermittent front windshield wipers*
- *Speed sensitive wipers*
- *Fixed interval rear windshield wiper*
- *Rear window defroster*

VEHICLE REPORT

STANDARD EQUIPMENT

Lighting, Visibility and Instrumentation (Continued)

- *Fixed rearmost windows*
- *Deep tinted windows*
- *Front and rear reading lights*
- *Tachometer*
- *Low tire pressure warning*
- *Trip computer*
- *Parking sensors*
- *Trip odometer*
- *Rear camera*

Safety and Security

- *4-wheel ABS brakes*
- *Brake assist*
- *4-wheel disc brakes*
- *AdvanceTrac w/Roll Stability Control electronic stability*
- *ABS and driveline traction control*
- *Dual front impact airbag supplemental restraint system*
- *Dual seat mounted side impact airbag supplemental restraint system*
- *Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system*
- *Airbag supplemental restraint system occupancy sensor*
- *Power door locks*

• VEHICLE REPORT

2017 Ford Utility Police Interceptor K8A AWD Base

STANDARD EQUIPMENT

Safety and Security (Continued)

- *Manually adjustable front head restraints*

Specs and Dimensions

- *Engine displacement: 3.7L*
- *Engine horsepower: 300hp @ 6,250RPM*
- *Engine torque: 280 lb.-ft. @ 4,500RPM*
- *Bore x stroke : 3.76" x 3.41"*
- *Compression ratio: 10.80:1*
- *Gear ratios (1st): 4.48*
- *Gear ratios (2nd): 2.87*
- *Gear ratios (3rd): 1.84*
- *Gear ratios (4th): 1.41*
- *Gear ratios (5th): 1.00*
- *Gear ratios (6th): 0.74*
- *Gear ratios (reverse): 2.88*
- *Curb weight: 4,639lbs.*
- *GVWR: 6,300lbs.*
- *Towing capacity: 2,000lbs.*
- *Exterior length: 197.1"*
- *Exterior body width: 78.9"*
- *Exterior height: 69.2"*

• VEHICLE REPORT

2017 Ford Utility Police Interceptor K8A AWD Base

STANDARD EQUIPMENT

Specs and Dimensions (Continued)

- *Wheelbase: 112.6"*
- *Front track: 67.0"*
- *Rear track: 67.0"*
- *Turning radius: 19.4'*
- *Min ground clearance: 6.5"*
- *Max ground clearance: 8.5"*
- *Front legroom: 40.6"*
- *Rear legroom: 41.6"*
- *Front headroom: 41.4"*
- *Rear headroom: 40.1"*
- *Front hiproom: 57.3"*
- *Rear hiproom: 56.8"*
- *Front shoulder room: 61.3"*
- *Rear shoulder room: 60.9"*
- *Passenger volume: 118.4cu.ft.*
- *Approach angle: 19.7 deg*
- *Departure angle: 21.7 deg*
- *Interior cargo volume: 48.1cu.ft.*
- *Interior cargo volume seats folded: 85.1cu.ft.*

• VEHICLE REPORT

2017 Ford Utility Police Interceptor K8A AWD Base

STANDARD EQUIPMENT

Specs and Dimensions (Continued)

- *Interior maximum cargo volume: 85.1cu.ft.*

City Council Staff Report

DATE: May 3, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-E.

TO: The Honorable Mayor and City Council

FROM: Jim Smith, Chief of Police

SUBJECT: Services Agreement- Dooley Enterprises, Inc. and Allocation of $16,000 From the Police Department Asset Forfeiture Fund.

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the Interim City Manager to execute a Services Agreement (not to exceed $35,000 annually), in a form approved by the City Attorney, between the City of Monterey Park and Dooley Enterprises, Inc.;
2. Allocate $16,000 from the Asset Forfeiture Account to the Ammo and Explosives Account; and
3. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Police Department's current fiscal year budget includes $16,500.00 for the purchase of ammunition used for training and on-duty purposes. The current budgeted amount is no longer sufficient to supply our officers with the ammunition needed to conduct firearms training and qualifications. Ammunition costs have increased over 100% since 2005. The department requires the use of two types of training ammunition, frangible lead free for indoor use and ball ammunition for outdoor use. Additionally, the department had to undergo State mandated short barrel rifle training to be in compliance with California Penal Code Section 33220.

Additional funding in the amount of $16,000.00 from the Asset Forfeiture Fund is being requested to pay for the additional ammunition ordered and received to sustain the department's firearms training and qualification needs. The total amount of the agreement will not exceed $35,000.00 (allowing for a $2,500 contingency) for fiscal year 2016/2017.

BACKGROUND:

The Police Department has Full-Time and Reserve Police Officers, who are required by department policy to conduct indoor firearms qualifications with their duty weapons on a quarterly basis as well as on a bi-annually basis, two outdoor range qualifications.

Quarterly indoor qualifications allow officers to maintain their perishable skills and firearm handling practices. Based on assignment, officers may have two duty weapons assigned to them and are required to qualify with each weapon. Officers are also required to qualify with their authorized off-duty, back-up weapon(s) and short barrel rifle.

California Penal Code 33220 requires all police officers who carry short barrel rifles to receive 16-hours of Peace Officer Standards and Training (P.O.S.T.) training in order to deploy the rifle. The department initially trained all officers in compliance with the law; however in early 2016 our department, along with the majority of other departments in the area, was notified that the classes did not meet P.O.S.T. mandates, requiring the re-training of Officers. Because of this mandated training requirement, the department required additional ammunition in order to send all of our officers through the required training course. All training to bring the department into compliance was completed by January of 2017.

The police department has a service agreement with and purchases its ammunition from Dooley Enterprises, Inc., who is a sole source distributor for Winchester ammunition in Alaska, Nevada, Oregon, Washington and Southern California. Dooley Enterprises, Inc. has previously provided a sole source letter to the City.

FISCAL IMPACT:

Ammunition costs are $255-$392 per case depending on the caliber of ammunition. The police department is requesting additional funding in the amount of $16,000.00 from the Asset Forfeiture account to cover the additional ammunition expenditure. The total amount for this amendment will not exceed $35,000.00.

Respectfully submitted by:

Jim Smith
Chief of Police

Prepared by:

Steve Coday
Captain

Approved by:

Ron Bow
Interim City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENT(S):

1. Copy of Sole Source Letter for Dooley Enterprises, Inc.

ATTACHMENT 1
Sole Source Letter for Dooley Enterprises, Inc.

WINCHESTER
AMMUNITION

March 23, 2017

To Whom It May Concern:

Dooley Enterprises is an authorized distributor for Winchester ammunition and is the sole source for Winchester Ammunition in Alaska, California, Nevada, Oregon and Washington.

Sincerely,

Glen Weeks
Director, Law Enforcement and
Industrial Sales

jdm
gw17-18

Winchester Division • Olin Corporation • 600 Powder Mill Road • East Alton, IL 62024-1273
618-258-2923 Glen Weeks • gaweeks@olin.com

City Council Staff Report

DATE: May 3, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-F.

TO: Honorable Mayor and Members of the City Council

FROM: Michael A. Huntley, Community and Economic Development Director

SUBJECT: First Amendment to the Weed Abatement Agreement between the County of Los Angeles and the City of Monterey Park

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute an amendment to the Weed Abatement Agreement between the County of Los Angeles and the City of Monterey Park in a form approved by the City Attorney; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On June 12, 2012, the City of Monterey Park entered into an Agreement with the County of Los Angeles, Department of Agricultural Commissioner/Weights and Measures to provide weed abatement services. The County of Los Angeles submitted letter to the City of Monterey Park that the Weed Abatement Agreement will be expiring on June 30, 2017. As such, staff is requesting that the City Council consider approving a First Amendment to the Agreement thereby extending the Agreement for an additional five year term. All other components of the original Agreement will be in effect.

Attached to this staff report is the original City Council staff report from the April 18, 2012 meeting along with the executed Agreement between the County of Los Angeles and the City of Monterey Park.

FISCAL IMPACT:

The abatement fee charged by the County covers the cost of abatement and there is no cost to the City.

Respectfully submitted,

By:

Michael Huntley
Director of Community and
Economic Development

Approved by:

Ron Bow
Interim City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. April 18, 2012 City Council Staff Report
2. Executed Agreement
3. **First Amendment**

ATTACHMENT 1
April 18, 2012 City Council Report

Consent Calendar
Agenda Item 13

Staff Report City of Monterey Park

DATE: April 18, 2012

TO: **Paul Talbot, City Manager**

FROM: **Jim Basham, Director of Community Development**

SUBJECT: **PROPOSED WEED ABATEMENT CONTRACT WITH LOS ANGELES COUNTY DEPARTMENT OF AGRICULTURAL COMMISSIONERS WEIGHTS AND MEASURES, WEED ABATEMENT DIVISION**

In our desire to reduce costs and improve services to the community, the Community Development Department is recommending that the City renew its contract with the Los Angeles County Weed Abatement Division for weed abatement services citywide. The County will perform all inspections, investigations, abatement proceedings and actual cleaning of all vacant, improved, and unimproved properties within the City.

To reinforce and maintain City control over the program, the Code Enforcement Division would act as a liaison and would interface with the County Weed Abatement Division. The City Attorney has reviewed this contract.

DISCUSSION:

Currently, the City contracts with the County of Los Angeles Department of Agricultural Commissioners and Weights and Measures Department, Weed Abatement Division and has done so since its inception in 1992. The contract with the County will run for a five-year period, from July 1, 2012 to June 30, 2017. In the event that the City desires to renew the contract for another five-year period, the City Council must approve the contract with the County Board of Supervisors by April 30, 2012. If the City renewals the contract then the County will continue with their annual inspections.

FISCAL IMPACT:

Significant savings of time and appropriated resources are noted by contracting with the County Weed Abatement Division. The City would be relieved of the tasks of compiling current address lists of property owners, mailing and posting notices, issuing bills, collecting fees, administering liens, pursuing small claims actions, conducting inspections, supervising and administering the abatement contract, and attempting to reconcile parcel disputes. Required maintenance of records and computer files would be significantly reduced.

RECOMMENDATION:

Authorize the Mayor to execute a contract in a form approved by the City Attorney.

By: ______________________
Jim Basham
Director of Community Development

Approved: ______________________
Paul Talbot
City Manager

/JB

Contract

ATTACHMENT 2
Weed Abatement Agreement

77772

AGREEMENT
FOR WEED ABATEMENT
BETWEEN
THE CITY OF COUNTY AND
THE COUNTY OF LOS ANGELES

This AGREEMENT is entered into this 12th day of June, 2012, by and between the COUNTY OF LOS ANGELES ("COUNTY") and the CITY OF MONTEREY PARK, a municipal corporation and general law city ("CITY").

1. **RECITALS**. This Agreement is entered into with reference to the following facts and objectives:

A. CITY requested that COUNTY provide it with weed abatement functions within CITY's boundaries on unimproved and designated improved properties by the County of Los Angeles, acting through its Agricultural Commissioner/Director of Weights and Measures.

B. COUNTY is agreeable to rendering such weed abatement services on the terms and conditions set forth in this Agreement.

C. This Agreement is authorized and provided for by the provisions of Section 56 ½ of the Charter of the County of Los Angeles and Government Code § 51301;

D. This Agreement is permissible in accordance with Government Code §§ 54980(c) and 54981; and

E. Both Parties believe it is in the public interest to enter into this Agreement to protect public health, safety, and welfare.

2. **CONSIDERATION**. In consideration of providing the Services, CITY agrees that the Services will be assessed as set forth in Government Code §§ 39573 and 39585, and that upon collection of such assessments, they will be paid over to COUNTY.

3. **COUNTY'S RESPONSIBILITIES.**

A. COUNTY agrees, through the Agricultural Commissioner/Director of Weights and Measures (the "Commissioner"), to provide weed abatement services ("Services") within the corporate limits of the City in accordance with the provisions of Government Code §§ 39560 through 39588.

B. The Services encompass all the weed abatement duties and functions of the type within the jurisdiction of and customarily rendered by the Commissioner under applicable law including, without limitation, the COUNTY's Charter.

C. The Services will be the same basic level of weed abatement service that COUNTY otherwise provides for the unincorporated areas of the County of Los Angeles by the COMMISSIONER.

D. COUNTY may terminate services on tax default parcels.

E. Providing the Services, the standard of performance, other matters incidental to the Service's performance and personnel matters related to the Services remain at COUNTY's discretion.

F. COUNTY will utilize Monterey Park Municipal Code ("MPMC") Chapters 9.87 and 17 as the principal authority regarding weed abatement requirements.

G. COUNTY may perform the Services with resources available within its own organization and no portion of the work can be subcontracted, except that COUNTY may subcontract specialized equipment and/or services pursuant to COUNTY procurement procedures utilizing a competitive bidding process.

H. To the best of its abilities, and using the information provided by CITY, COUNTY will attempt to provide weed abatement services on improved parcels known or suspected to contain hazardous weeds and brush. The inherent difficulty in gaining access for inspection of improved parcels will mean that hazards could go undetected. In any case, all parcels upon which services are attempted will be assessed the current COUNTY inspection fee.

I. If CITY fails to adopt a resolution declaring that weeds upon real property located with CITY's jurisdiction are public nuisances (as provided by Government Code § 39571) then COUNTY does not have an obligation to perform the Services until such time as CITY adopts a resolution. Notwithstanding the foregoing, if CITY's failure occurs in the final year of this Agreement then the Agreement automatically terminates.

J. Each parcel, unless they are tax-exempt, upon which weeds, brush or rubbish are declared to be a public nuisance pursuant to the resolution passed by the City Council as required in 4(A) of this Agreement, shall be assessed the current Board of Supervisors approved inspection fee whether or not it was necessary to perform abatement work on the parcel.

K. Commissioner constitutes the public officer designated by CITY's City Council to perform the duties set forth in Government Code § 39560(a); CITY's City Council will perform the duties of the legislative body set forth in Government Code § 39560(a).

4. **CITY'S RESPONSIBILITIES**.

A. CITY, acting through its City Council, will perform the necessary functions required of the legislative body to which is referred in Government Code §§ 39560 through 39588, as they relate to the operation of this Agreement.

B. CITY will provide COUNTY with full cooperation and assistance in providing the Services;

C. CITY will, upon COUNTY's request, acquire administrative warrants in accordance with applicable law allowing COUNTY to perform Services as required. Abatement proceedings may be postponed by COUNTY until CITY acquires an administrative warrant.

D. For the purpose of performing such services and functions, and for the purpose of giving official status to the performance of the Services where necessary, every County officer and employee engaged in the performance of the Services is deemed to be a CITY officer while performing the Services for CITY, when services are within the scope of this agreement and are purely municipal functions.

5. **EMPLOYMENT OF PERSONNEL.**

A. CITY employees cannot be deemed a COUNTY employee for any purpose. COUNTY is solely responsible for all salary, benefits, workers' compensation, and insurance for its employees, and COUNTY is responsible for all supervisory, disciplinary and other employment related purposes.

B. Notwithstanding any other part of this Agreement, CITY is not liable for any direct payment of a COUNTY employee's salaries, wages, or any other compensation, or for any liability other than that provided for in this Agreement.

6. **INDEMNIFICATION**. The Parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and is hereby made a part of and incorporated into this agreement as if set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

7. **PUBLIC RECORDS ACT**. The Parties acknowledge that they are public entities subject to the Public Records Act (Government Code §§ 6250-6276.48) and that this Agreement, and documents ancillary to this Agreement, must generally be disclosed upon request.

8. **TERM**. The initial term of this Agreement will be from July 1, 2012 to June 30, 2017, unless terminated earlier pursuant to Section 9 of this Agreement.

9. **TERMINATION**. CITY may terminate this Agreement effective December 31st of any year during the term upon providing COUNTY with written notice on or before September 30th of any year. COUNTY may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice.

10. **NOTICES**. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

<u>If to CITY:</u>
City of Monterey Park
320 W. Newmark Ave.
Monterey Park, CA 91754
Attn: Jim Basham
Community Development Director

<u>If to COUNTY:</u>
Los Angeles County, Agricultural
Commissioner/Weights & Measures
12300 Lower Azusa Road.
Arcadia, CA 91006
Attn: Raymond B. Smith
Deputy Director/Bureau Chief

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

11. **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.

12. **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 may not be modified except by formal amendment executed by the duly authorized representatives of the parties hereto. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

13. **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.

14. **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.

15. **COUNTERPARTS**. This Agreement may be executed in counterparts, each of which so executed WILL irrespective of the date of its execution of delivery be deemed an original, and all such counterparts together constitute one and the same instrument.

IN WITNESS HEREOF, the CITY OF MONTEREY PARK, by motion duly adopted by its City Council, caused this agreement to be signed by its Mayor and attested by its Clerk, and the County of Los Angeles, by order of its Board of Supervisors, has caused these presents to be subscribed by the Chair of said Board and seal of said Board to be affixed thereto and attested by the Clerk of the Board.

COUNTY OF LOS ANGELES

Chairperson

ATTEST:

DEPUTY

Sachi A. Hamai, Executive Officer
Clerk of the Board of Supervisors JUN 1 2 2012

APPROVED AS TO FORM
BY COUNTY COUNSEL:
ANDREA ORDIN

By: 3/16/12

Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

52 JUN 1 2 2012

SACHI A. HAMAI
EXECUTIVE OFFICER

CITY OF MONTEREY PARK

Mayor

ATTEST:

David Barron,
City Clerk

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

By:

ATTACHMENT 3
First Amendment

**FIRST AMENDMENT TO
AGREEMENT NO. 1159-A WEED ABATEMENT SERVICES
AGREEMENT BETWEEN THE
CITY OF MONTEREY PARK AND
LOS ANGELES COUNTY DEPARTMENT OF AGRICULTURAL
COMMISSIONER/WEIGHTS AND MEASURES**

THIS FIRST AMENDMENT ("Amendment") is made and entered into this ___ day of May, 2017, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation existing under the laws of California ("CITY") and the COUNTY of LOS ANGELES ("COUNTY"). The Parties agree as follows.

1. This Amendment is made with reference to the following facts and objectives:

   A. On June 12, 2012, the Parties entered into a five (5) year Agreement No. 1159-A ("the Agreement") in which the COUNTY performed certain services related to weed abatement within the community (the "Services").

   B. The Parties agree that the First Amendment will apply to the work previously performed by the COUNTY and that all of the terms and conditions contained in the Agreement and the First Amendment including, without limitation, the provisions regarding indemnity, will apply to COUNTY's work, including the work identified in previous Scope of Services.

   C. CITY believes that it is in the public interest to execute this Amendment.

2. The term of the Agreement is amended to read as follows.

   "The first amendment of this Agreement will be from July 1, 2017 to June 30, 2022, unless terminated earlier pursuant to Section 9 of this Agreement."

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

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

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

City of Monterey Park

Ron Bow
Interim City Manager

ATTEST:

Vincent D. Chang,
City Clerk

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

By:

Karl H. Berger, Assistant City Attorney

COUNTY OF LOS ANGELES

Chairperson

City Council Staff Report

DATE: May 3, 2017

AGENDA ITEM NO: New Business Agenda Item 6-G.

TO: The Honorable Mayor and City Council

VIA: Ron Bow, Interim City Manager

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

SUBJECT: Adoption of a Resolution of the City Council of the City of Monterey Park, California Approving and Adopting the Memoranda of Understanding between the City and the Monterey Park the Monterey Park Police Captains Association fixing the rate of compensation and other terms and conditions of employment for represented employees for the term July 1, 2016 to June 30, 2018.

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt Resolution approving implementation of the Memoranda of Understanding between the City of Monterey Park and the Monterey Park Police Captains Association;
2. Authorize the expenditure of $22,278 for the 2017-2018 fiscal year, and amend the 2017-2018 Budget accordingly; and
3. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Representatives of the City of Monterey Park have met on numerous occasions with representative of the Monterey Park Police Captains Association (MPPCA) regarding wages and employment benefits. The results of these negotiations are contained in the attached Memoranda of Understandings (MOU's), which is being presented to the City Council for approval and adoption of an implementing Resolution.

The Memoranda of Understandings contain the following as summarized:

- 5% Salary Schedule increase as of 7/1/16.
- Medical, Dental, Vision, Educational and Longevity contribution increases.
- Match the existing 5-step merit system of the other Police Association Units.
- Total 2-year contract is: $47,734.

BACKGROUND:

The 2014 – 2016 MOU with the Monterey Park Police Captains Association expired on June 30, 2016. The provisions of that MOU continue until a successor MOU is approved.

The City has endured fiscal difficulties and challenges for nearly the past decade due to the gripping economic recession the nation has suffered which hit especially hard in California. The impact in Monterey Park beginning in 2010 resulted in a 17% layoff of non-safety employees and a 43 month 10% furlough for the remaining approximately 161 non-safety employees. Also in 2010, a two year salary reduction occurred for some safety groups and as well as all employees picking up the cost of the employee portion of their CalPERS retirement costs in 2012. For safety employees, including the member(s) of the Police Captains Association, this resulted in the employees absorbing 9% of their retirement costs. There has been no salary schedule increases or cost of living adjustments since 2010.

These negotiation results represent direction given to staff during the negotiations process.

FISCAL IMPACT:

The cost for the MPPCA 2016-2018 contract is $22,278 for the 2016-2017 fiscal year which will require a new appropriation to the budget. The pension portion cost is from the Retirement Fund (0012) and the remaining costs will be from the General Fund (0010). The cost for the second year of this contract will cost approximately $25,456 for the 2017-2018 fiscal years.

Respectfully submitted by:

Tom Cody
Director of Human Resources and
Risk Management

Approved by:

Ron Bow
Interim City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. Monterey Park Police Captains Association MOU and Resolution

ATTACHMENT 1
Monterey Park Police Captains' Association MOU and Resolution

RESOLUTION NO. _____

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEAR 2016-2018 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK POLICE CAPTAINS' ASSOCIATION.

The City Council for the City of Monterey Park does resolve as follows:

SECTION 1: The City, acting by and through its City Council appointed negotiation team, and representatives of the Monterey Park Police Captains' Association (MPPCA), a duly recognized employee organization representing the City of Monterey Park's Police Captains' Association employees, met and conferred in good faith and fully communicated and exchanged information concerning wages, retirement funding, hours, and the terms and conditions of employment for contract year 2016-2018.

SECTION 2: The appointed representatives of the parties agreed on certain matters as stated in the attached MOU and recommended that the City and the Union implement those agreements.

SECTION 3: MPPCA indicated its acceptance of the attached Memorandum of Understanding ("MOU").

SECTION 4: The City Council approves the Memorandum of Understanding for Contract Year 2016-2018 between the City of Monterey Park and the Monterey Park Police Captains' Association (MPPCA), which is attached as Exhibit "A" and incorporated by reference.

SECTION 5: The City Manager is authorized to execute the MOU on the City's behalf in a form approved by the City Attorney.

SECTION 6: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 7: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED, AND ADOPTED this __ day of May, 2017.

____
Teresa Real Sebastian, Mayor

ATTEST:

____
Vincent Chang, City Clerk

Approved as to form:
Mark D. Hensley, City Attorney

By: ______________________________
Karl H. Berger,
Assistant City Attorney

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 council meeting held on the __ day of May, 2017, by the following vote:

Ayes:	Council Members:	
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None

Dated this __ day of May, 2017.

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

MEMORANDUM OF UNDERSTANDING

between

THE CITY OF MONTEREY PARK, CALIFORNIA

and

THE MONTEREY PARK POLICE MID-MANAGEMENT ASSOCIATION, POLICE CAPTAINS'

TWO YEAR AGREEMENT: 07/01/2016 - 06/30/2018

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between
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and
THE MONTEREY PARK POLICE MID-MANAGEMENT ASSOCIATION,
POLICE CAPTAINS'
TWO YEAR AGREEMENT: **07/01/2016 - 06/30/2018**

MEMORANDUM OF UNDERSTANDING
between
THE CITY OF MONTEREY PARK
and
THE MONTEREY PARK POLICE MID-MANAGEMENT ASSOCIATION, POLICE CAPTAINS' (TWO-YEAR AGREEMENT 7/1/2016 - 6/30/2018)

PREAMBLE

This Memorandum of Understanding (MOU) has been prepared in accordance with the California Government Code (Section 3500 et. seq.). The City of Monterey Park, California, hereinafter referred to as the "City," and the Monterey Park Police Mid-Management Association, Police Captains' , hereinafter referred to as "MPPMMA - Captains," have reached this Memorandum of Understanding pursuant to meeting and conferring in good faith. Unless specifically provided herein, changes in wages, hours and terms and conditions of employment shall be prospectively effective on and after City Council adoption of this MOU.

ARTICLE 1 - SCOPE OF MEMORANDUM OF UNDERSTANDING

It is the intent and purpose of this MOU to assure sound and mutually beneficial working and economic relations between the parties, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth the basic and full agreement between the parties concerning wages, hours of employment, and other conditions of employment.

ARTICLE 2 - RECOGNITION

A. The City acknowledges the MPPMMA as the Recognized Employee Organization as the representative for Police Captains in the Police Department of the City of Monterey Park, California, for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.

B. This MOU shall cover all employees working in the classification of Police Captain.

C. This MOU does not preclude employees in such employment classifications from representing themselves individually in their employment relations with the City.

ARTICLE 3 - CITY RESPONSIBILITIES AND RIGHTS

A. To ensure that the City is able to carry out its statutory functions and responsibilities, the following matters will not be subject to the terms of this MOU, but shall be within the exclusive discretion of the City: to select and determine the number and types of employees required; to assign work to employees in accordance with the City; to establish and change work schedules and assignments; to hire, transfer and to promote or to lay off employees for lack of work and for all other legitimate reasons; to suspend, discipline or discharge for just cause; to expand or diminish services; to subcontract any work or operations; to determine and change at its sole discretion, the number of locations, relocations and types of operations and the processes and materials to be employed.

B. Notwithstanding the above, the City hereby agrees to Meet and Confer with the MPPMMA - Captains on any changes regarding hours, work schedules, salaries, or working conditions. The City agrees to adhere to the job specifications established for each classification.

ARTICLE 4 - EMPLOYEE AND/OR EMPLOYEE REPRESENTATIVES

A. All Police Captains shall have the right to join the Police Mid-Management Association , or to refuse or refrain from joining said organization.

B. Police Captains may select up to two (2) representatives who may or may not be City employees to meet and confer with the City Representative Committee or other management officials on subjects within the scope of representation during regular duty or working hours, without loss of time, provided:

1. That no employee representative shall leave his/her duty or workstation or assignment without specific approval by the Police Chief.

2. That any such meeting is subject to scheduling by the Police Chief so as to avoid interference with or interruption of assigned work schedules or work performance.

C. The City will deduct dues and initiation fees from those employees who voluntarily sign and have submitted to the City the necessary authorization card.

D. Deductions as are authorized in writing by the employee shall be deducted from earned wages or salaries on each payday. The City shall forward all dues and/or initiation fees deducted from the employees for any month, the first of the succeeding month.

E. The MPPMMA shall indemnify, defend and hold the City harmless against claims and any suit instituted by an employee against the City which shall arise out of any action which shall be taken by the City in accordance with sections regarding dues deduction.

F. The MPPMMA representatives, while on City property, shall abide by the City's safety rules and regulations.

G. The Employee Representatives will include at least one employee member. Employee Representatives shall be provided reasonable release time, without loss of salary or benefits, for purposes of collective bargaining and/or processing of employee grievances. In addition, Association representatives may be granted reasonable release time to attend POA sponsored training programs, seminars, and conferences, subject to prior City approval.

ARTICLE 6 - CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

A. MPPMMA – Police Captains hereby agree that during the term of this MOU, Police Captains shall not engage in, encourage, sanction, support, authorize or suggest any work stoppages, strikes, boycotts, slowdowns, mass resignation, mass absenteeism, or any other intentional interference of work of the City. However, information pickets, following an impasse in the Meet and Confer process, are excluded from this Article and are therefore allowed as long as the picketing is not violent, does not block ingress or egress and/or does not interfere with the public health, safety or order.

B. In the event any Police Captain participates in any of the prohibited activities stated above, the Chief shall notify such employee or employees, so engaged to cease and desist from such activities and shall instruct said person, or persons, to return to their normal work assignment and duties.

C. The employee, or employees, participating in the activities prohibited above shall be subject to disciplinary action by the City, including suspension or discharge in accordance with the City's Personnel Rules and Regulations.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a formal written or oral allegation by a Police Captain who has been adversely affected by an alleged violation of the specific provisions of this Memorandum of Understanding, the City's Personnel Rules, written Department Rules, Regulations, policies and procedures or an appeal of a disciplinary action decision by the City Manager.

2. A "disciplinary grievance" is a formal written objection or challenge to any disciplinary action as defined by the Personnel Rules and Regulations. A "disciplinary grievance" shall be filed after the written receipt of the City Manager's decision, and shall constitute the sole and exclusive process of appeal. Such appeals shall be processed at Level IV, Administrative Hearing.

3. A "grievant" is any unit member adversely affected by an alleged violation within the scope of the grievance procedure as defined above.

4. A "day" is any day in which the administrative offices of the City of Monterey Park are open for regularly scheduled business.

5. Disputes regarding jurisdiction (grievability of an issue) shall not be subject to resolution by the grievance procedure and instead, are subject to resolution by an arbitrator.

B. GENERAL PROVISIONS

1. If an employee is receiving direction from his/her supervisor but believes the direction forms the basis for a viable grievance, the employee must still comply with the direction. If that grievance is untimely sustained only then may the employee not comply with the directive.

2. Grievance documents shall not be placed in an employee's personnel file, unless they

relate to discipline. If they relate to discipline, they will not be placed in an employee's personnel file until after the discipline appeal process (if applicable) is completed.

3. Time limits for appeal provided at any level of this procedure shall begin the first day following receipt of the written decision by the grievant. Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. The grievant and the City may extend any time deadline by mutual agreement. Failure by the City to meet established deadlines shall entitle but not obligate the grievant to appeal to the next step of the procedure.

4. Every effort will be made to schedule meetings for the processing of grievances during the regular work schedule of the participants. If any grievance meeting or hearing must be scheduled during duty hours, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

5. Any unit member may, at any time, present grievances to the City and have such grievances resolved without the intervention of the MPPMMA, as long as the resolution is reached prior to the hearing and the resolution is not inconsistent with the terms of this MOU. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the MPPMMA which may include the attorney of MPPMMA.

6. This grievance procedure shall be the sole and exclusive procedure for processing objections or challenges to disciplinary actions as defined in the Personnel Rules and Regulations and shall satisfy all administrative appeal rights and protection.

7. There shall be no reprisals, interference, coercion or discrimination against any Department employee for processing a grievance at any level, or for assisting a grievant in the processing of a grievance.

C. <u>PROCEDURE</u> - Grievances will be processed in accordance with the following procedures:

1. <u>Level I - Informal Resolution</u>

   a. Any Captain who believes he/she has a grievance which is within the scope of the grievance procedure of this MOU shall present the grievance orally to the Police Chief within fifteen (15) workdays after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The Police Chief shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal procedure that at least one personal conference be held between the aggrieved employee, their representative and the Police Chief.

2. <u>Level II - Formal Written Grievance</u>

   a. If the grievance is not settled during the informal conference and the grievant wishes to continue the grievance process, the grievant shall present the grievance in writing on the appropriate form to the Police Chief within ten (10) days after the oral decision of the Police Chief.

The written information shall include: (a) a description of the specific grounds of the grievance; (b) a listing of the provisions of this agreement, personnel rules, regulations or procedures alleged to have been violated; and (c) a listing of specific actions requested of the City which will remedy the grievance.

b. The Police Chief or his designee shall communicate the decision, in writing, to the grievant within ten (10) days after receiving the grievance.

c. Within the above time limits the parties may request a personal conference.

3. Level III - Appeal to the City Manager

a. If the grievant is not satisfied with the decision at Level II the grievant may, within ten (10) days of the receipt of the decision at Level II, appeal the decision to the City Manager. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal.

b. The City Manager shall communicate the decision, in writing, to the grievant within ten (10) days. If the City Manager does not respond within the time limits provided, the grievant may appeal to the next level.

4. Level IV - Administrative Hearing

a. If the grievant is not satisfied with the decision at Level III and wishes to appeal the disciplinary decision of the City Manager, the grievant /employee may within ten (10) days of the receipt of the decision submit a request in writing for an administrative hearing of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, the grievant shall inform the City, in writing, of its request to have an administrative hearing. The grievant and the City shall attempt to agree upon a hearing officer.

If no agreement can be reached, they shall request that the City supply a list of seven (7) names of persons experienced in hearing grievances in cities from a panel mutually selected by the grievant and the City. Each party shall alternately strike a name until only one remains. The remaining panel member shall be the Hearing Officer. The order of the striking shall be determined by flipping a coin.

b. If either the City or the grievant so requests, the Hearing Officer shall be requested to hear the merits of any issues raised regarding grievability. No hearing on the merits of the grievance will be conducted until the issue of grievability has been decided. The same Hearing Officer shall decide the issue of grievability, and if grievable, then the merits of the dispute.

c. The Hearing Officer shall within thirty (30) days unless both parties agree otherwise, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the Hearing Officer shall determine the issues by referring to the written grievance and the answers thereto at each step.

d. The Hearing Officer shall hold a hearing on the issue submitted or as determined by the Hearing Officer if the parties have not mutually agreed upon the issue, and render a written decision. The conduct of the hearing proceedings shall be governed by California Code of Civil Procedure section 1280 et. seq. The Hearing Officer's decision shall be final and binding. The Hearing Officer's decision shall be the final administrative action not subject to further administrative review. The Hearing Officer's decision is reviewable under California Code of Civil Procedure 1094.5.

e. The City and grievant agree that the jurisdiction and authority of the Hearing Officer so selected and the opinions the Hearing Officer expresses will be confined exclusively to the interpretation of the express provision or provisions of this MOU at issue between the parties. The Hearing Officer shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this MOU or the written ordinances, resolutions, rules, regulations and procedures of the City or the Department, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of this MOU. The Hearing Officer shall be without powers or authority to make any decision that requires the City or management to do an act prohibited by law.

f. In the event that this grievance procedure is used to challenge disciplinary actions, the Hearing Officer shall prepare a written decision containing findings of fact, determination of issues, and statement of the precise disciplinary penalty, if any.

g. After a hearing and after both parties have had an opportunity to make written arguments, the Hearing Officer shall submit in writing to all parties his/her findings and award.

h. The fees and expenses of the Hearing Officer shall be shared equally by the City and the MPPMMA. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire hearing. The cost of the services of such court reporter shall be shared equally by the parties.

i. By filing a grievance and processing it beyond Level III, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/administrative hearing procedure. The processing of a grievance beyond level III shall constitute an express election on the part of the grievant that the grievance/administrative hearing procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the filing of a writ of administrative mandamus to challenge a decision issued on a grievance.

j. With regard to discipline-related hearings governed by this Section (C)(4), where the discipline subject to appeal consists of a minimum of 8.1 hours and a maximum of 24 hours, the following limitation shall apply to the amount of time available to each party to the hearing for a presentation of any individual party's case. For purposes of time-limit computation only, the Association and any one (1) employee, as well as any other entity that may properly be appearing on behalf of or with an interest similar to the Association or employee, shall be jointly deemed to be the same one party for computing the time limitation on presentations. Accordingly, the time limitation shall not be multiplied by the number of individuals or entities appearing, on behalf of, or with an interest similar to, the individual employee who has been disciplined.

Each party to the Article 7 administrative appeal shall be limited to a maximum of twelve (12) hours of presentation time during conduct of an administrative appeal pursuant to MOU Article 7(C)(4) Level IV Administrative Hearing.

"Presentation Time" against which shall be charged the twelve (12) hour presentation time limitation, shall include oral opening statement and oral closing argument, direct/redirect examination of witnesses, rebuttal and sur-rebuttal witness testimony, demonstrations, and site inspections (excluding travel time to and from the site). Cross examination shall not be counted as part of the "Presentation Time."

The hearing officer shall record and maintain account of all such hours by means of a timekeeping device suitable to the task. Absent stipulation by the parties to extend the twelve (12) hour limitation, the hearing officer shall have no authority to extend said limitation.

ARTICLE 8 - ADMINISTRATIVE LEAVE

A. 7K Exemption: The City of Monterey Park has exercised its ability to declare the "7K" exemption under the Fair Labor Standards Act (FLSA) for sworn police personnel. The work period for such employees shall be twenty-eight (28) days in length commencing on Saturday, April 20, 1985 at 2:00 a.m.

B. Police Captains shall remain exempt from overtime.

C. Administrative leave shall be given to Police Captains designated by the Police Chief as qualified to receive administrative leave.

D. Administrative leave shall be granted by the Police Chief utilizing the following criteria:

1. The Captain(s) are required or expected to attend City Council, City Commissions, or other City related functions that occur after normal business hours.

2. The Captain(s) are required to be present or on call after normal business hours.

3. The Police Chief feels the employee consistently works hours beyond the normal business hours.

4. Annually on July 1st, the employee shall receive seventy-two (72) hours of administrative leave. Employees hired mid-year will receive a pro-rated amount of Administrative leave.

5. Unused Administrative Leave shall not be carried over into the next fiscal year.

E. The times during the fiscal year at which an employee may take his/her administrative leave shall be determined by the Police Chief with due regard for the wishes of the employee and the needs of the service. Eligibility for this leave shall not be predicated upon first having all vacation and sick leave exhausted. Administrative leave may be utilized at any time during the fiscal year.

ARTICLE 9 - VACATION

A. Policy: It is the intent and purpose of this vacation leave policy that all employees avail themselves of accrued vacation time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing requirements of the Police Department may periodically impact the ability of an employee to utilize any/or all of his/her annual vacation accrual.

B. Vacation Accrual:

1. Accrual Rate: Employees shall accrue paid vacation time on the basis of years of paid service. The accrual rate shall be as follows:

   * 0 - 6 years Eighty-eight (88) hours per year
   * 7 + years Eight additional hours per year to a maximum of two-hundred (200) hours per year.

2. Accrual Caps: Except as provided herein, no employee may accrue greater than five hundred (500) vacation hours.

   Vacation hours accrued in excess of 500 hours shall be automatically cashed out as part of the regular payroll process. Said hours shall be cashed out during the pay period in which they are earned. However, in no case shall an employee be allowed to receive the automatic cash out of vacation should the vacation accrual reach five hundred (500) hours if the employee has not, within the fiscal year, taken advantage of the cash-out provisions of Article 11 of this MOU or has not taken 40 hours of vacation for the year. If an employee has not cashed out as provided in Article 11 or taken forty (40) of vacation, accrual of vacation will cease once the cap is met.

C. Use of Vacation Time: Probationary employees shall be authorized to utilize accrued vacation time prior to conclusion of the probationary test period.

Use of vacation time during the calendar year shall be approved by the Chief of Police or his/her designee, with due regard for the wishes of the employee.

ARTICLE 10 - HOLIDAY SCHEDULE

It is the intent and purpose of this holiday leave policy that all employees avail themselves of accrued holiday time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing requirements of the Police Department may periodically impact the ability of an employee to utilize any or all of his/her annual holiday accrual.

Holidays are observed as follows:

CITY HALL CLOSED

Regular:	New Year's Day	Veteran's Day
	Washington's Birthday	Thanksgiving Day
	Memorial Day	Day After Thanksgiving Day
	Independence Day	Christmas Eve Day
	Labor Day	Christmas Day
		New Year's Eve Day

CITY HALL OPEN

Floating:	Admission's Day	Columbus Day

No employee may accrue greater than 192 holiday hours. Holidays have a value of ten (10) hours.

ARTICLE 11 - ACCRUAL CASH-OUT

Police Captains may elect to annually during any fiscal year, cash-out up to a total of one-hundred (100) hours of accumulated and earned vacation time or holiday time (or a combination thereof). Requests for cash-out are to be submitted in a manner prescribed by the City.

ARTICLE 12 - SICK LEAVE

A. Sick leave with pay shall be granted to every full time employee who has been continuously employed for a period of time in excess of 30 days. Such sick leave shall be granted by the City, at the rate of eight-hours (8.00) for each full calendar month (96 hours per year) of continuous employment with the City, including time served in probationary status.

B. Sick leave is paid leave from work that can be used for the following purposes:

(a) Diagnosis, care, or treatment of an existing health condition or, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling; or

(b) For an employee who is a victim of domestic violence, sexual assault, or stalking to: 1) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health and safety or welfare of the employee or his or her child; or 2) to obtain medical attention or psychological counseling; services from s shelter, program or crisis center; or participate in safety planning or other actions to increase safety.

For full-time employees, one-half of the employees' accrued and available annual sick leave is protected and may be used for any of the purposes stated above. However, the City permits that a total of eighty hours of sick time can be used for family sick leave purposes.

C. On July 1, 2012, any existing sick leave balance in the employee's MOU Section 12 account shall be placed in a separate leave bank and the amount of that bank shall not be increased nor added to.

The hours in the bank shall be subject to the reimbursement provisions described below as being in MOU Section 12G. The employee shall be allowed to utilize this sick leave bank balance to fund future illnesses/sick leave. However, the employee shall not be required to utilize this sick leave account unless or until the employee elects to do so. For example if an employee had 1,000 hours of sick leave in this account and retired for service, the employee would be provided 50% cash out upon service retirement. Accordingly, the employee has the option of utilizing the following newly created 800 hour sick leave account before utilizing this frozen account.

Sick leave earned by Police Captains shall be deposited into a sick leave account which shall be capped at a maximum of 800 hours. Upon having 800 hours in the sick leave account there shall be no further accrual of sick leave unless or until use results in a balance of less than 800 hours.

D. Employees, who retire from the city with more than 10 total years of city service, beginning from the date of employment, shall be eligible to cash out sick leave in the sick leave account at the rate of 14 hours for each one full year (12 months) of city service.

In addition, the City contracts with CalPERS for the Credit for Unused Sick Leave option (Section 20965). Any amount of sick leave accrual not taken as cash payment will be reported to CalPERS for calculation as additional service credit.

E. Upon death of an employee prior to retirement, the City will pay to the employee's designated beneficiary the employee's accumulated sick leave accrual in an amount consistent with the above retirement-related pay-out schedule.

F. Government Code Section 21163 provides in pertinent part that the retirement of a PERS member who has been granted or is entitled to leave, shall not become effective until the expiration of sick leave with compensation, unless the member applies for, or consents to, his or her retirement as of an earlier date, *or unless, with respect to sick leave, the provisions of a local ordinance or resolution or the rules or regulations of the employer provide to the contrary.* In this regard, it is acknowledged that with regard to non-industrial disability retirements, it is the rule and regulation of the City that no employee shall be entitled to use or receive cash distribution of sick leave on or after the effective date of said retirement and that any such retirement shall be effective regardless of the employee having sick leave remaining in the employee's account. Additionally, it is acknowledged that with regard to individuals suffering from an industrial disability and/or being granted an industrial disability retirement, that the following sick leave rules and regulations shall apply:

1. In any instance where the local safety member has exhausted eligibility for benefits pursuant to Labor Code Section 4850, but is not eligible for disability retirement at said time, yet remains incapacitated from performance of the essential duties of the employee's position, then the employee shall exhaust all accrued leave during the period of continued disability. In no case shall any such distribution during one pay period exceed the gross salary to which the employee would otherwise be entitled during said pay period.

2. However, if said employee is eligible for an industrial disability retirement prior to exhaustion of benefits under Labor Code Section 4850 or simultaneous with the same, and still has accrued but unused sick leave, then the retirement shall still become effective and the safety employee shall be provided a one-time cash distribution of the employee's sick leave balance as it existed on the effective date of the industrial disability retirement in accordance with any eligible sick leave cash-out schedule contained in this Article 12.

Further, said employee shall then be paid the cash value of accumulated vacation and holiday. Said payment shall be paid in one lump sum with the employees' final paycheck.

G. Upon accumulation of 500 sick leave hours, an employee may elect to cash-out up to ninety-six (96) hours accumulated sick leave, as long as the employee's account contains at least 500 hours after the cash out. Any such cash-out shall be at 75% value (e.g., 96 hours cash-out = 72 hours pay). Requests for cash-out will be processed the first payroll date following December 1st of each year and shall be submitted in a manner prescribed by the City.

ARTICLE 13 - BEREAVEMENT LEAVE

Each regular employee may be granted bereavement leave at the discretion of the Chief of Police whenever death occurs to a member of the employee's immediate family. Bereavement leave may not exceed three shifts, however, if travel outside the State of California, or within the State of California but extending beyond a distance of 300 miles from Monterey Park is necessary, bereavement leave may be extended to a total of five shifts. Shifts of Bereavement Leave are to be charged to an account separate from the employee's sick leave account.

Immediate family, for the purpose of bereavement leave, shall include: spouse, registered domestic partner, father, father-in-law, mother, mother-in-law, child, son-in-law, daughter-in-law, stepchild, grandparents, grandchildren, brother(s) brother-in-law, sister(s) or sister-in-law of the employee.

ARTICLE 14 - MILITARY LEAVE

Military Leave of Absence shall be granted in accordance with provisions of the City of Monterey Park's Personnel System Rules and Regulations, Administrative Policy 30-14 and as defined under State and Federal law.

ARTICLE 15 - JURY DUTY

An employee of the City who is required to participate as a juror or required to participate in the jury selection process, shall, each fiscal year, continue to receive full salary and benefits for all shifts the employee is regularly scheduled to work which occur for the ten calendar days from and including the first day the employee is required to report for jury service and is engaged in such activities. Compensation shall extend beyond ten (10) days only upon provision to the City of a certified court document showing that trial counsel and/or the court estimated the trial for which an employee has been selected as a juror, to be of ten (10) or more days in duration.

ARTICLE 17 - LEAVE OF ABSENCE WITHOUT PAY

Except as modified herein, Leave of Absence shall be governed by Personnel Rule XI. Attendance and Leaves, Sec. 4 Leave of Absence, of the Personnel System Rules and Regulations of the City of Monterey Park.

A. Leave of Absence Without Pay - The City Manager may grant a regular employee a leave of absence without pay for a period not to exceed ninety (90) calendar days. However, no such leave shall be granted unless the Police Chief recommends and the City Manager has approved said leave prior to its commencement date. Upon a showing of good and reasonable cause, the City Manager has authority to retroactively define an unauthorized non-paid leave of absence as being approved and sanctioned.

No such leave shall be effective except upon written request of the employee following exhaustion by the employee of all accrued paid leaves of absence (except sick leave - see below), including but not limited to vacation and holiday. If the non-paid leave of absence is solely attributable to a medical condition, which would allow the employee to utilize accumulated sick leave, then, said sick leave shall be exhausted prior to the granting of any leave without pay status. Additionally, any such employee on a non-paid leave of absence pursuant to FMLA/CFRA shall be required to use sick leave concurrently with said leave only if the leave is for the employee's own serious condition.

The City Council may authorize a regular employee to utilize leave of absence without pay for a period not to exceed the accumulated total of one hundred and eighty (180) calendar days during the entire term of the employee's service on behalf of the City. For example, if during an employee's length of service with the City, said employee has been granted an accumulated total of one hundred and eighty (180) calendar days of leave without pay, then said employee shall not be eligible for any additional leave without pay status for any duration of time.

The granting of a leave of absence without pay consistent with this policy shall be documented in writing by the City Manager and a copy of said documentation shall be filed with the Director of Human Resources/Risk Management.

In any instance where an employee is utilizing an approved leave of absence without pay for a period of time greater than fifty percent (50%) of a pay period, said employee shall accrue no leave benefits or seniority for the duration of time while in said status.

All requests for approval of leave without pay shall be initiated by the subject employee making said request on a City provided personnel action request form and said form shall become a permanent part of the employee's personnel file.

B. Maintenance of Insurance Benefits while on Leave of Absence Without Pay - It shall be the policy of the City that when an employee maintains employment status but is in a non-paid leave of absence, then the City shall make no premium or other contributions necessary to maintain in force and effect, any or all insurance coverage for which an employee would be otherwise eligible except as required by law. If such an employee desires to maintain during an authorized non-paid leave of absence, any or all insurance benefits otherwise available to an employee, then said employee shall be required to deposit any and all insurance premium payments with the City Director of Management Services on the date that the City is otherwise required to remit insurance premium payments to the carrier. Each employee shall be advised in writing of this City policy at the commencement of the authorized leave of absence without pay. There shall be no additional notices of said obligation provided to the employee.

ARTICLE 18 - FMLA/CFRA COMPLIANCE

It is the stated intent and policy of the City that should any provision within a Memorandum of Understanding, these rules and regulations, or any other policies or procedures adopted by the City or any of its subdivisions be in violation of the California Family Rights Act and/or the Federal Family and Medical Leave Act of 1993, then such provision is null and void.

ARTICLE 19 - INDUSTRIAL INJURY AND ILLNESS LEAVE

A. Except as modified herein, Industrial Injury and Illness Leave shall be governed by Personnel Rule XI, Section 4a, Industrial Injury and Illness Leave of the Personnel System Rules and Regulations of the City of Monterey Park and state law.

B. An employee who is absent due to an Industrial Injury for an extended period of time will be considered to be on a Monday through Friday 0800 hours – 1700 hours schedule. The employee shall not be required to be at any specific location during this time period, however, must be available by cell phone.

ARTICLE 20 - MODIFIED DUTY

A. Subject to the exceptions described below, modified duty shall be made available only to those individuals suffering from an industrial injury. Non-industrial disabilities related to pregnancy, shall result in the subject employee being eligible for modified duty subject only to the criteria of Section B and Section C, subsections 1-6 as described below.

B. It is the policy of the City to return work related injured or ill employees to work as quickly as is medically feasible. Every effort will be made to make "modified work" available to industrially injured employees who are not medically ready to return to full duties, but are able to perform light or modified duties without the likelihood of aggravating the injury. "Modified work" is defined as the performance of limited job tasks, which do not encompass all of the essential duties for that particular job class. "Modified duty" shall only be made available until the employee's condition becomes "permanent and stationary" or reaches maximum medical improvement under the prevailing workers' compensation statute and in no case shall extend beyond the statutory benefit period afforded under Labor Code Section 4850 for safety personnel. "Modified duty" shall not be considered a reasonable accommodation since the essential duties for the job are not taken into consideration.

C. Modified duty may be allowed only if all of the following conditions are met:

1. The Police Chief determines that he/she has productive work available, which is within the work restrictions imposed by the qualified medical specialist. Any such decision by the Police Chief shall not be subject to administrative or court challenge;

2. The Risk Manager concurs that such work will not impose an unacceptable level of risk to the City or the employee; and

3. The City Manager concurs that the modified work assignment of the named employee is in the best interests of the City.

4. The determination of availability of a modified work assignment shall be made on a case-by-case basis and at the sole discretion of the City;

5. No modified duty assignment shall be made prior to conditions 1-3 being met;

6. There shall be no appeal of any decision, which results in no assignment of modified duty being made.

D. Non-Industrial Modified Duty

1. In addition to the above, non-industrial modified duty may be assigned when the following additional criteria are met (pregnancy disability not subject to the restrictions described below):

    a. Employee meets all the criteria as stated in Section C of this article.

    b. Employee receives a medical release from the designated City doctor that modified duties may be performed.

    c. The prognosis is for the injury/illness to exceed 2 weeks (14 days).

    d. The employee is released to work at least half a full shift (either 5/8 or 4/10 schedule)

    e. The employee's schedule is to be determined at the sole discretion of the Chief of Police. The Chief's determination shall not be subject to any administrative or court challenge.

    f. Modified duty is intended to be temporary and therefore modified duty for non-industrial injury/illness shall not exceed 30 calendar days in a rolling twelve-month period. With a physician's note that indicates medical improvement but continued work restrictions, the Police Chief may agree to extend the modified duty for an additional thirty (30) day period.

    g. An individual on non-industrial modified duty may be assigned to any Division of the Police Department or any Department of the City.

    h. No more than one individual may be assigned non-industrial modified duty at any one time unless it is determined at the sole discretion of the Chief of Police that sufficient work exists to accommodate more than one individual. The Chief's determination shall not be subject to any administrative or court challenge.

    i. No individual may be assigned, or continue to be assigned, non-industrial modified duty if there is any officer assigned modified duty for an industrial injury unless it is determined at the sole discretion of the Chief of Police that sufficient work exists to accommodate more than one individual. The Chief's determination shall not be subject to any administrative or court challenge.

    j. At all times, industrially injured individuals shall have precedence for modified duty assignments over non-industrial injured individuals.

ARTICLE 21 - UNIFORM ALLOWANCE

The uniform allowance shall be seven hundred and twenty-five dollars ($725.00) per year.
The parties agree that this is special compensation and shall be reported as such to CalPERS for "classic members" to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(5).

ARTICLE 22 - MEDICAL INSURANCE

A. Medical Insurance (Active Employees)

Employees will receive insurance coverage through CalPERS under the California Public Employees' Medical and Hospital Care Act (PEMHCA). The City's contribution toward medical insurance under PEMHCA will be the minimum employer contribution (MEC) required by PEMHCA (in 2016 the MEC is $125/month).

B. Retiree Medical Insurance

1. Employees Hired On or After January 1, 2016

Employees who are hired into City service on or after January 1, 2016 and retire from the City, will be eligible for medical insurance provided by PEMHCA and the City will contribute the minimum employer contribution (MEC) as required under PEMHCA. For 2016, this amount is $125 per month. PEMHCA determines the amount annually and therefore, this is subject to change.

2. Retiree and Employees Hired Prior to January 1, 2016

Current retirees and employees who were hired on or before December 31, 2015 will be eligible for medical insurance provided by PEMHCA and when enrolled in PEMHCA, receive a City contribution equal to the MEC under PEMHCA. The City shall also make a monthly contribution to a retiree Health Reimbursement Account (HRA) for the difference between the MEC and the contribution amount set forth below (subject to the actual premium of the PEMHCA plan):

a. If the employee retired from City employment with less than 20 years of City service, and remains enrolled in PEMHCA in retirement he/she will receive up to $485/month (includes the MEC) toward the purchase of medical insurance under PEMHCA for retiree and all eligible dependents.

b. If the employee retired from City employment with 20 or more years of City service, and remains enrolled in PEMHCA in retirement he/she will receive up to $650/month toward the purchase of medical insurance under PEMHCA for retiree and all eligible dependents.

c. Medicare

Retirees must comply with the Medicare enrollment requirements set forth by PEMHCA and the City's health plan program.

If a retiree does not qualify for Medicare and has submitted the requisite proof to CalPERS, the retiree may remain on a CalPERS basic plan until the retiree later qualifies for Medicare Part A at no cost.

C. Dental Insurance

The City will contribute up to seventy-five ($75) dollars per month toward the premium for eligible employees and all eligible dependents. Effective the pay period following June 30, 2017, the contribution toward dental will increase to ninety-five ($95) per month. The employee will pay any and all premiums due in excess of the City's contribution under the City's Cafeteria Plan (Section 125).

D. Vision Insurance Plan

The City shall provide a vision insurance plan. The City will contribute up to twenty ($20) dollars per month for the employee and eligible dependents. Effective the pay period following June 30, 2017, the contribution toward vision will increase to thirty ($30) per month. The employee will pay any and all premiums due in excess of the City contribution under the City's Cafeteria Plan. The plan design shall be: Examination every 12 months; Frames and Lenses every 24 months. Deductible shall be $10.00/exam; $20.00/frame and lenses.

E. Section 125 Cafeteria Plan

1. The City agrees to maintain a premium conversion plan for all active unit members to provide for the pre-tax deduction of the employee's share of premiums toward medical coverage, and when applicable, the employee's share of premiums toward the dental plan as well as any premium payment for CalPERS Long Term Care which the employee may elect to participate in an pay through payroll deduction.

   The City's contribution under the Section 125 Cafeteria plan for active employees shall be up to one thousand one hundred and fifty dollars ($1,150) per month for employees electing to enroll in a medical plan in PEMHCA. Effective the beginning of the pay period following June 30, 2017, the City's contribution to the Cafeteria plan for active employees will increase by seventy-five dollars ($75) per month for a total monthly contribution of one thousand twelve hundred twenty-five dollars (1,225) per month. Effective the beginning of the pay period following January 1, 2018, the City's contribution to the Cafeteria plan for active employees will increase by seventy-five dollars ($75) per month for a total monthly contribution of one thousand three hundred dollars ($1,300).

   The City's contribution will include the PEMHCA MEC ($125 per month for 2016) toward the medical plan and the balance may be used for other eligible expenses. Eligible expenses include: (1) medical insurance premiums, (2) dental insurance premium, (3) disability insurance premium, (4) vision insurance premium, and cash (as set forth below). Employees will be responsible for paying the amount of the total insurance premium that exceeds the City's contribution via the Cafeteria Plan (IRC Section 125 Plan).

3. For employees who elect to waive medical insurance from the City (opt out), the City will pay $300/month in cash to the employee. In order to receive the opt-out incentive, the employee must certify that he/she has medical insurance coverage in a plan that provides minimum essential coverage under the Affordable Care Act.

4. Specific details of this cafeteria plan will be contained in a plan document available for review by employees at the City's Human Resources Department.

F. AFFORDABLE CARE ACT REOPENER

The City may reopen negotiations at any time during the term of the MOU to meet and confer over impacts of the Affordable Care Act.

ARTICLE 23 - MEDICAL & DEPENDENT CARE FLEXIBLE SPENDING ARRANGEMENT

Effective January 1, 2017, the City will offer a voluntary medical and dependent care flexible spending account to employees. The City will pay the administrative fee for the plans and the employee will be responsible for individual account fees.

ARTICLE 24 - LIFE INSURANCE PLANS

A. Life Insurance - The amount of life insurance provided to Police Captains shall be $100,000.

B. Supplemental Life Insurance may be purchased by each employee in $10,000 increments with a maximum face value of $300,000, or three times (3X) the individual's gross salary, whichever is less Any premium cost for supplemental insurance shall be borne by the employee.

ARTICLE 25 - EDUCATIONAL INCENTIVE PAY

The City agrees to maintain an Educational Incentive Pay Plan, which provides additional compensation as follows:

A. $275.00 additional compensation per month for an employee with a Bachelor's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.

B. $325.00 additional compensation per month for an employee with a Master's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.

C. The City agrees to pay $300.00 compensation per month for a Supervisorial POST Certificate or $375 compensation per month for a Management POST Certificate, for an employee who does not otherwise qualify for the educational incentive pay as provided for in this article. The above amounts shall not be cumulative and in no case shall the total additional monthly compensation under Article 25 exceed $550 per month as per Article 25D.

D. If an employee possesses any combination of both a Bachelor's/Masters Degree's and a Supervisorial/Management POST Certificate, they will be compensated a maximum of $550 a month. In no case shall the total additional monthly compensation under Article 25 exceed $550 per month.

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

ARTICLE 26 - EDUCATIONAL ENROLLMENT COST REIMBURSEMENT

Educational costs shall be limited to two thousand dollars ($2,000) annually per unit member for eligible reimbursement expenses as defined within this Article.

The City agrees to reimburse employees for the cost of enrolling in college-level courses in an academic institution accredited by the Western Association of Schools and Colleges or an accrediting organization recognized by the Council of Post Secondary Education directly related to their employment, or compatible with a career goal with the City. Enrollment cost reimbursement is subject to approval by both the Chief of Police and the Director of Human Resources and Risk Management. In rendering a reimbursement determination, the Chief of Police and the Director of Human Resources and Risk Management shall consider whether or not the course(s) for which the reimbursement is sought is related to the employee's then existing principal duties and the availability of funds for reimbursement purposes.

No employee shall be entitled to reimbursement unless pre-course enrollment written authorization for reimbursement is received from the Chief of Police and the Director of Human Resources and Risk Management. The reimbursement eligibility determinations described herein are not subject to any administrative or judicial appeal procedure and the decision of the Chief of Police and the Director of Human Resources and Risk Management shall be final.

Enrollment cost reimbursement will be paid according to the following schedule:

1. If tuition or fees are equal to or less than current California State University at Los Angeles fees, the City will pay 100% of the tuition fees.

2. If tuition or fees exceed California State University at Los Angeles fees, the City will pay an amount equal to 100% of the California State University at Los Angeles fees.

An employee will be reimbursed up to twenty-five dollars ($25.00) for books each semester or equivalent if he/she is enrolled in six (6) or less units; an employee will be reimbursed up to fifty dollars ($50.00) for books each semester or equivalent, providing he/she is enrolled in seven (7) or more units. Reimbursement shall only be for books required for the course. All requests for reimbursement shall be accompanied by valid receipts.

ARTICLE 27 - SALARIES AND WAGES

A. Effective the beginning of the pay period that includes December 1, 2016, the salary range for Police Captain will be increased by 5%.

B. Longevity Pay – Effective the beginning of the pay period that includes December 1, 2016, the City will provide a monthly longevity payment of one-hundred dollars ($100) per month upon completion of twenty (20) years of continuous service. The longevity payment will increase to three-hundred fifty dollars ($350) per month upon completion of twenty-five (25) years of continuous service.

C. Salary Range Advancement

Advancement within the 5-step salary range shall be subject to the terms and conditions as set forth herein:

1. Except as modified herein, all other existing rules governing salaries step increases and performance ratings shall remain as provided for in Municipal Code Section 2.36.050 - Step Increase and 2.36.060 - Performance rating system for employees.

2. Municipal Code Section 2.36.050 (6), Step Increase, based upon prior practices, shall be interpreted as follows: Any employee receiving an unsatisfactory rating report under the performance rating system set forth in Section 2.36.060 shall be rated once each calendar

month thereafter. The receipt by any employee of three consecutive unsatisfactory performance ratings shall be grounds for disciplinary action up to and including dismissal.

3. Advancement between steps may occur at intervals of no less than one year. No multiple step increases may be granted.

4. Performance evaluations and consideration of merit adjustments shall be due annually on the employee's anniversary of the probationary appointment to his/her position classification. Any employee on a leave of absence (paid or unpaid) for more than 30 days in a rating period shall have their annual review date adjusted accordingly.

5. Recommendations for step increases or denial of step increases must be accompanied by a performance evaluation to substantiate performance. An Employee Appraisal and Development Report shall be completed and forwarded to the Human Resources Department prior to any department approved increase being processed for payment. In order for employees to receive increases in a timely manner, the Report should be received by the Human Resources Department by the beginning of the pay period in which the increase is due.

6. Nothing in this Article shall prevent the Chief of Police from exercising management rights to suspend, reduce, demote, layoff, or terminate for cause an employee in accordance with City Personnel Rule XIII - Changes in Employment Status, or Rule XIV - Separation from the Service, or Rule XV - Disciplinary Proceedings.

ARTICLE 28 - RETIREMENT

A. Retirement Benefits - Retirement Benefits as provided in contract, dated November 1, 1952, with the Public Employees' Retirement System and as follows:

1. Effective July 1, 1995, PERS "2% @ 50" formula Retirement Plan;
2. Effective June 24, 1989, "Single Highest Year" option;
3. Effective March 20, 1976, "Post Retirement Survivor" option;
4. Effective May 8, 1999, "1959 Survivor's Benefit" - Level 4;
5. Effective August 18, 2001, "3% @ 55" formula Retirement Plan;
6. Effective November 1, 2003, Military Service Credit as Public Service.

B. All employees who are classic members under the Public Employees' Retirement Law shall pay 9% of compensation earnable as the employee contribution to CalPERS.

C. Employees who are classic members have the retirement formula that existed with the City on December 31, 2012, 3%@55 with single highest year for final compensation (Tier 1).

D. Employees who are 'New Members' as defined by the California Public Employees' Pension Reform Act of 2013 (PEPRA) (e.g., an employee hired on or after 1/1/2013 who has never been a CalPERS member or member of a reciprocal system or who has had a break in CalPERS service of at least 6 months or more) will constitute a second tier and be subject to all the applicable PEPRA provisions, which include but are not limited to the following retirement benefits:

Tier 2: "New Members' will have the retirement formula 2.7%@57 and the three year average final compensation. New members contribute one-half of the total normal cost of their retirement benefits as determined by CalPERS. In 2016, that contribution is 12%.

ARTICLE 29 - MEDICAL EXAMINATION

A medical examination may be required by the City when job related and consistent with business necessity to ensure the employee is free from any physical, emotional, or mental condition that might adversely affect the exercise of powers of a peace officer as permitted by Government Code 1031(f). The exam will be administered by a medical doctor selected by the City. The City agrees to pay the full cost of the medical examination.

ARTICLE 30 - DEFERRED COMPENSATION PLAN

A deferred compensation plan will be available to all members of the Police Officers Association/Captains' Unit. Participation in this deferred compensation plan is at the option of the individual employee.

A. One-Time Deferred Compensation Special 457 Catch-up Provision:

(One-Time is defined by law as an election to "catch-up" underutilized deferrals to a 457 plan, once in a singular year or multiple years, not to exceed 3 years) Federal Law allows 457 participants a one-time catch-up provision to make deferrals to "catch-up" underutilized deferrals from prior years during any or all of the three calendar years ending before the tax year they reach the plans normal retirement age. Normal retirement age for "classic" safety members of PERS is fifty-five (55) years old and fifty-seven (57) years old for "new" members of PERS. All 457 plans of an employer must have the same normal retirement age (NRA). For purposes of the deferred compensation special 457 catch-up provision for the City of Monterey Park, the normal retirement age range shall be considered 51 thru 62 years old.

The intent of this section is to facilitate association members in the final three (3) years prior to their stated retirement date in converting the hourly rate of accrued compensable leave to monies into their contribution to one of the City's deferred compensation providers in accordance with IRS regulations/Federal Law. After an employee defers compensable accrued leave, balances of 120 hours must remain or be maintained in both their sick and vacation accrual banks. If an employee defers compensable leave from a bank that has a formula of payout at retirement (i.e. 50% sick leave at retirement) the deferral does not recalculate the remaining balance. All sick leave hours, per MOU provisions, will be on a fifty percent basis (i.e. a conversion of 100 hours will result in the salary equivalent to 50 hours being deposited into the employees deferred compensation account). In the final three (3) years prior to an employee's stated retirement date he/she may convert the hourly rate of accrued compensable leave to monies into be included in their contribution to one of the City's deferred compensation providers in accordance with IRS regulations and the schedule outlined below:

3-year Catch-up Plan

1st year: no more than 20% of compensable accrual time of Sick Leave, Vacation Leave and Holiday Leave as allowed by Federal Law.

2nd Year: If a second year is chosen, no more than 35% of compensable leave may be deferred.

3rd Year: If a third year is chosen, no more than 50% of compensable leave may be deferred.

The City is not a party to and accepts no responsibility for the employees obligations under federal law to comply with the IRS and legal requirements of such deferrals allowing 457 participants a one-time catch-up provision to make deferrals to "catch-up" underutilized deferrals from prior years during any or all of the three calendar years ending before the tax year they reach the plans normal retirement age.

ARTICLE 31 - WRITTEN NOTICES TO RECOGNIZED EMPLOYEE ORGANIZATION

Reasonable written notice will be given to the Police Captains of any rule, ordinance, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council. In cases where the City determines that as a result of an emergency an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meetings with the Police Captains, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

The Police Captains shall be deemed to have met and conferred and agreed to any matter if within thirty days after mailing of the notice by the City regarding said matter, the employee organization fails to deliver to the City Manager a written request for a meeting.

ARTICLE 32 - GENERAL PROVISIONS

A. This MOU shall not in any way interfere with the obligation of the parties hereto to comply with the State and Federal laws, or with any rule, regulation, or order issued by such government authority pertaining to matters covered herein. If any provision, or provisions, of this MOU shall be affected by State or Federal laws, or of any rule, regulation, or order issued by such governmental authority, or if any provision, or provisions, should be held invalid by a court of record, the remainder of the MOU shall not be otherwise affected thereby.

B. The parties agree to continue their long-standing policies in that there shall be no discrimination against any employee because of membership or non-membership in the Recognized Employee Organization or based on any protected class.

C. The parties agree that this MOU cannot be modified, changed, and/or canceled in any way except by mutual consent of said parties in writing, as set forth in this.

D. Nothing contained in the MOU shall act as a waiver of any rights an individual may have under the workers' compensation law.

ARTICLE 33 - TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be in effect for an initial term commencing July 1, 2016 and ending June 30, 2018 and shall continue in effect from year to year thereafter unless or until terminated.

This MOU may be terminated as of the end of the initial term or any subsequent contract period by either party giving written notice to the other not less than ninety (90) calendar days prior to the termination date. If no notice is given in accordance with the terms of this Article, the MOU shall automatically renew for an additional year without any change whatsoever.

ARTICLE 34 - CITY COUNCIL APPROVAL

It is however, the mutual understanding of all parties hereto that this Memorandum of Understanding (MOU) is of no force or affect whatsoever unless or until ratified and approved by minute action duly adopted by the City Council of the City of Monterey Park. The "date of implementation" shall be the date this MOU is approved by the City Council.

IN WITNESS HEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 3rd day of May 2017.

MONTEREY PARK POLICE MID-MANAGEMENT ASSOCIATION, CAPTAINS' UNIT	CITY OF MONTEREY PARK
By: ______________________	By: ______________________
Steven Coday, Captain Monterey Park Police Department	Ron Bow Interim City Manager
By: ______________________	By: ______________________
Kelly Gordon, Captain Monterey Park Police Department	Thomas J. Cody, Director Human Resources & Risk Management

ADDENDUM A

City of Monterey Park
Police Captains Unit Captains Classification

Salary as of July 1, 2012

	Range	1	2	3	4	5	6	7	8	9	10
Captain	5	$10,402	$10,662	$10,928	$11,201	$11,481	$11,768	$12,063	$12,364	$12,673	$13,307

Salary Range effective the beginning of the pay period that includes December 1, 2016

	Range	1	2	3	4	5
Police Captain	5	$11,474	$12,055	$12,666	$13,307	$13,972

City Council Staff Report

DATE: May 3, 2017

AGENDA ITEM NO: New Business Agenda Item 6-H.

TO: The Honorable Mayor and City Council

FROM: Tito Haes, Interim Director of Public Works

SUBJECT: Centralized Groundwater Treatment System – Approval of Design

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution approving the design for the Centralized Groundwater Treatment System project;
2. Issuing the Design-Build Team a Notice to Proceed for Construction; and
3. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

The project is categorically exempt from the California Environment Quality Act (CEQA) per CEQA Guidelines § 15302, "Replacement or Reconstruction." The project consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

A Notice of Exemption was filed with the Los Angeles County Clerk on February 28, 2017 and no objection or legal action has been received to challenge the CEQA filing for the project.

EXECUTIVE SUMMARY:

On August 17, 2016, the City Council awarded a contract to J.R. Filanc Construction Company for the Design-Build of the Centralized Groundwater Treatment System at the Delta Plant. Filanc has completed 90% design of the project and is requesting authorization to proceed with construction. Staff is requesting that City Council adopt the resolution that approves the design and issue a notice to proceed for the next phase (construction) of the project.

BACKGROUND:

In 2015, the City was awarded $4.13 Million in Proposition 84 Integrated Regional Water Management grant funds for the design and construction of a new Centralized Groundwater Treatment System. This project will increase water production and remove certain contaminants that the City's existing treatment equipment cannot remove.

At its August 17, 2016 meeting, the City Council awarded a contract to J.R. Filanc Construction Company for the Design-Build of the treatment system. At the December 21, 2016 City Council meeting, SA Associates was awarded a professional services contract for construction oversight and review of the design specifications.

The Filanc Design-Build Team completed 90% design of the Centralized Groundwater Treatment System. The Public Works Director concurs with SA Associates that the plans and specifications meet the requirements of the project. In addition, the Division of Drinking Water of the State Water Resources Control Board (DDW) has provided its approval of the design documents for meeting its potable water quality standards. DDW will issue a permit when the new treatment system is operational.

City staff is requesting that the City Council approve the design and issue a notice to proceed with construction.

FISCAL IMPACT:

The cost for the Centralized Groundwater Treatment System is $8,291,682. The Proposition 84 IRWM grant will fund $4.13 Million. The remainder of the cost will be paid for with City Water Treatment funds (0093-801-4224-82259).

Respectfully submitted by:

Tito Haes
Interim Director of Public Works

Prepared by:

Frank H. Heldman
Water Utility Manager

Approved by:

Ron Bow
Interim City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachments 1. Resolution
2. Water Treatment Plant Design Plans

ATTACHMENT1
Resolution

RESOLUTION NO. __

A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE CENTRALIZED GROUNDWATER TREATMENT PROJECT PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT.

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

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

A. City staff has completed 90% design of the Centralized Groundwater Treatment Project ("Project");

B. The City Engineer reviewed the completed design and plans for the Project and agrees with staff that the plans are complete and the Project may be constructed;

C. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project.

SECTION 2: *Environmental Assessment.* The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project.

SECTION 3: *Design Immunity; Authorization.*

A. The design and plans for the Project are determined to be consistent with the City's standards and are approved.

B. The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.

C. The approval granted by this Resolution conforms with the City's General Plan.

D. The City Engineer, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the design and plans approved by this Resolution.

E. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

SECTION 4: *Project Payment Account.* For purposes of the Contract Documents administering the Project, the City Council directs the City Manager, or designee, to establish an account allocating Prop 84 grant funds and Water Operations funds from the current fiscal year budget to pay for the Project ("Project Payment Account"). The Project Payment Account is the sole source of funds available for the Contract Sum, as defined in the Contract Document administering the Project.

SECTION 5: *Notice to Proceed.* The City Manager is authorized to issue a notice to proceed for constructing the Project upon advice of the Public Works Director.

SECTION 6: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 7: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of _____________, 20___.

____
Teresa Real Sebastian, Mayor

ATTEST:

____
Vincent D. Chang, City Clerk

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

By: _____________________________
Karl H. Berger, Assistant City Attorney

ATTACHMENT 2
Water Treatment Plant Design Plans

THE WATER TREATMENT PLANT DESIGN PLANS

The Design Plans are available for viewing in the City Clerk's Office.

City Council Staff Report

DATE: May 3, 2017

AGENDA ITEM NO: New Business Agenda Item 6-I.

TO: The Honorable Mayor and City Council

FROM: Tito Haes, Interim Director of Public Works

SUBJECT: Supervisory Control and Data Acquisition (SCADA) Maintenance Services – Award of Contract

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a three-year agreement, in a form approved by the City Attorney, with Control Automation Design for a total not to exceed $150,000, for SCADA Maintenance Services;
2. Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

On March 16, 2016, the Water Division released a bid for the service and maintenance of the Supervisory Control and Data Acquisition (SCADA) system. Staff has completed the bidding process and requests City Council authorization for the Interim City Manager to execute a three-year agreement, in a form approved by the City Attorney, with Control Automation Design for total not to exceed $150,000 for SCADA maintenance services.

BACKGROUND:

The Supervisory Control and Data Acquisition (SCADA) is a computer system for gathering and analyzing real time data that is used to monitor and control equipment for utilities such as telecommunications, water and waste water control, and energy. The SCADA system relays information, such as where a leak on a pipeline has occurred, to a central site, alerts the operators that the leak has occurred, carries out necessary analysis and control, such as determining if the leak is critical, and displays the information in a logical and organized fashion.

The City's water system consists of 12 wells, 134 miles of water mains, 13 reservoirs, and 11 pumping stations. Water is pumped from the ground, sent to various treatment facilities for removal of contaminants, and then delivered throughout the City through booster pumps. Because the City's water operation is highly complex, a SCADA system must be used in order to efficiently manage the multitude of different components that are located throughout the City as well as in the City of Rosemead.

The SCADA system requires ongoing maintenance at the user interface and the remote terminals to correct for programming glitches, add new sites into the system, incorporate new terminals and configure the Human Machine Interface (HMI) screens. As needed services include field inspections, maintaining programmable logic controllers, variable frequency drives, and soft-start equipment, supporting and tuning chemical feed systems, and related electrical work.

Staff sent the SCADA maintenance bid package to 8 companies that have expertise with SCADA systems and can provide service in the southern California area. The companies that received the bid directly were Cinergy Innovations, CJIS Group, Control Automation Design, Inc., Macro Automatics Corp., SCADA Integrations, Soffa Electric, Inc., Tesco Controls, Inc., and Westin Inc. The bid was also advertised on the City website.

Three companies responded to the bid: Control Automation Design, Macro Automatics Corp., and SCADA Integrations. SCADA Integrations's bid is nonresponsive because it lacks the bid bond required for projects over $30,000. The following table lists the hourly rates for Control Automation Design and Macro Automatics Corp.

Description		Hourly Rate	
		Control Automation Design	Macro Automatics
Professional Services			
1	Engineering	$ 145.00	$ 185.00
2	Control Panel Engineering	$ 145.00	$ 185.00
3	Programmable Logic Controller Programming	$ 145.00	$ 185.00
4	Human-Machine Interface Programming	$ 145.00	$ 185.00
5	Graphics Programming	$ 145.00	$ 185.00
6	Field Service Specialist	$ 145.00	$ 185.00
7	Drafting	$ 100.00	$ 125.00
Extended Services			
1	Weekend/Emergency	$ 145.00	$ 225.00
2	General Electric Work	$ 145.00	$ 175.00
3	Markup percentage for material, parts, supplies above Contractor cost	10%	20%

Control Automation Design proposes lower hourly rates for all professional and extended services including markup for materials. It should be noted that Control Automation Design has completed key integration to the City's SCADA system through various cooperative efforts and projects for the South El Monte Operable Unit (SEMOU) that is critical in the groundwater basin clean up. Its staff is reliable and proficient and its work has been completed efficiently and on-time. In addition, Control Automation Design was selected to head up the SCADA integration portion of the Centralized Groundwater Treatment System (CGTS) by the Filanc Design-Build Team.

Staff recommends award of contract to Control Automation Design for an annual cost not to exceed $50,000. The total cost of the proposed 3 year contract is not to exceed $150,000.

FISCAL IMPACT:

The FY2017 budget includes funds for SCADA maintenance services. The funds that will be used are Fund 0092 (Water Operations) and Fund 0093 (Water Treatment). Treatment funds are reimbursable from the Water Quality Authority.

Respectfully submitted by:

Tito Haes
Interim Director of Public Works

Prepared by:

Frank H. Heldman
Water Utility Manager

Approved by:

Ron Bow
Interim City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachments:
1. Service and Maintenance of the SCADA System Bid
2. Control Automation Design Cost Schedule
3. Macro Automation Corporation Cost Schedule

ATTACHMENT 1

SERVICE AND MAINTENANCE OF SCADA SYSTEM BID

NOTICE INVITING SEALED BIDS
FOR

SERVICE AND MAINTENANCE OF THE SCADA SYSTEM

IN THE CITY OF MONTEREY PARK

(BID IN ACCORDANCE WITH MONTEREY PARK MUNICIPAL CODE CHAPTER 3.100 FOR MAINTENANCE SERVICES)

TAKE NOTICE that the City of Monterey Park invites sealed bids for the above project and will receive such bids in the offices of the City Clerk, 320 W. Newmark Ave., California 91754, up to the hour of 11:00 a.m. on:

TUESDAY, April 4, 2017

at which time they will be publicly opened.

The City's standard maintenance service contract incorporates the provisions of the California Labor Code and requires the successful bidder to comply with the prevailing rates of wages and apprenticeship employment standards established by the Department of Industrial Relations.

☐APPLICABLE IF BOX IS CHECKED: The contractor to whom the contract is awarded must assist in locating, qualifying, hiring and increasing the skills of minority group employees and applicants for employment, as set forth in Executive Order Nos. 11246 and 11375.

Minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

Note that a bid bond is "X" (the City Engineer estimates project will exceed $30,000) is not ☐ (project will not exceed $30,000) required for this bid.

Note that a performance bond is ☐is not "X" required for this bid.

Note that the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. Pursuant to California law, the City must find bids failing to comply with all applicable Labor Code requirements including, without limitation, Labor Code §§ 1725.5 and 1771.4, to be nonresponsive.

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BIDDING INSTRUCTIONS

1 **DEFINITIONS**. Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in these Bidding Documents. Words and phrases not defined in this Section have the meaning set forth in the Monterey Park Municipal Code ("MPMC") or applicable law.

1.1 "Addenda" means written or graphic instruments issued by the City before the Bid Deadline that modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.

1.2 "Alternate" means a proposed change in the maintenance services, as described in the Bidding Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.

1.3 "Bid Deadline" means the date and time designated in the Notice for Bids as the last date and time for receipt of Bids, as may be revised by Addenda.

1.4 "Bidder" means a person or firm that submits a Bid.

1.5 "Bidding Documents" means the construction documents prepared and issued for bidding purposes including all Addenda.

1.6 "Contract Documents" means the Notice Inviting Bids; Instructions to Bidders; Supplementary Instructions to Bidders; Bid; the Maintenance Service Agreement; Supplementary Conditions; Exhibits; Technical Specifications; Addenda; Notice to Proceed; Notice of Completion; and all other documents identified in the Contract Documents which together form the contract between the City and the Contractor for the Work. The Contract Documents constitute the complete agreement between the City and the Contractor and supersede any previous agreements or understandings.

1.7 "Lump Sum Base Bid" means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including unit price items or Alternates.

1.8 "Unit Price" means an amount stated in the Bid for which Bidder offers to perform the Unit Price Work for a fixed price per unit of measurement.

1.9 "Work" means the Scope of Work identified in the Contract Documents for which the Notice Inviting Bids is issued.

2 **BIDDER'S REPRESENTATIONS.** By making its Bid, Bidder represents that:

2.1 Bidder read, understood, and made the Bid pursuant to the requirements in the Bidding Documents.

2.2 Bidder visited the Project site and is familiar with the conditions under which the Work will be performed and the local conditions as related to the Contract Documents.

2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents.

2.4 Bidder and all Subcontractors, regardless of tier, have the appropriate current licenses issued by the State of California Contractor's State License Board for the Work to be performed. If Bidder is a joint venture, the Bidder will have a joint venture license appropriate for the performance of the work, and each member of the joint venture will likewise have the appropriate license. Business and Professions Code §§ 7000-7191 establish licensing requirements for contractors. If a Bidder, that is a specialty contractor, submits a Bid involving 3 or more specialized building trades, the work of which is more than incidental and supplemental to the performance of the Work for which Bidder holds a specialty contractor license, Bidder must also hold either (1) a specialty contractor "C" license in each such trade, (2) a General Engineering contractor "A" license, or (3) a General Building contractor "B" license. This requirement is applicable whether or not Bidder lists a Subcontractor for each such trade.

2.5 If licensure or proper licensure is controverted, then proof of licensure pursuant to this section must be made by production of a verified certificate of licensure from the Contractors' State License Board which establishes that the individual or entity bringing the action was duly licensed in the proper classification of contractors at all times during the performance of any act or contract covered by the action. Nothing in this subdivision requires any person or entity controverting licensure or proper licensure to produce a verified certificate. When licensure or proper licensure is controverted, the burden of proof to establish licensure or proper licensure is on the licensee.

2.6 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.

2.7 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on Bidder's behalf.

2.8 Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.

2.9 The Bidder has paid the City's business license fee(s).

3 **BIDDING DOCUMENTS.**

3.1 Bidders may obtain complete sets of the Bidding Documents from the City's Public Works Department for the sum stated in the Notice for Bids.

3.2 Bidders will use a complete set of Bidding Documents in preparing Bids.

3.3 The City makes copies of the Bidding Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Bidding Documents.

4 **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.**

4.1 Before submitting its Bid, Bidder will carefully study and compare the various documents comprising the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; will examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and will at once report to the City's Representative errors, inconsistencies, or ambiguities discovered.

4.2 Requests for clarification or interpretation of the Bidding Documents will be addressed to the City's Representative.

4.3 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner will not be binding and Bidders will not rely upon them.

5 **PRODUCT SUBSTITUTIONS**. No substitutions will be considered before award of Contract. Substitutions will only be considered after award of the Contract and as provided for in the Contract Documents.

6 **SUBCONTRACTORS.**

6.1 Each Bidder will list in the Bid Form all first-tier Subcontractors that will perform work, labor or render such services. The Bid Form contains spaces for the following information when listing Subcontractors: (1) Work Activity; (2) name of Subcontractor; (3) city of Subcontractor's business location. Failure to list any of these items on the Bid Form will result in the City treating the Bid as if no Subcontractor was listed for the Work and that Bidder represents to the City that it is fully qualified to perform that portion of the Work and will perform do so.

6.2 Subcontractors listed in the Bid Form will only be substituted after the Bid Deadline with the City's written consent in accordance with California law.

7 ADDENDA.

7.1 Addenda will be in writing and issued only by the City. Addenda will be mailed or delivered to all who are known by the City to have received a complete set of Bidding Documents and who have provided a street address for receipt of Addenda.

7.2 Copies of Addenda will be made available for inspection at the City's Public Works Department.

7.3 The City will issue Addenda so that they are received by prospective Bidders not later than three (3) business days before the Bid Deadline. Addenda that withdraw the request for Bids or postpone the Bid Deadline may be issued anytime before the Bid Deadline.

7.4 Each Bidder is responsible for ensuring that it has received all issued Addenda before issuing a Bid.

8 FORM AND STYLE OF BIDS

8.1 Bids will be submitted on the Bid Form included with the Bidding Documents. Bids not submitted on the City's Bid Form will be rejected.

8.2 All blanks on the Bid Form will be filled in legibly in ink or by typewriter.

8.3 Bidder's failure to submit a price for any Alternate or unit price will result in the Bid being considered as nonresponsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, enter "No Change."

8.4 Each Bidder must fill out the "Bidders Statement of Past Contract Disqualifications" form stating any and all instances of contract disqualifications due to a violation of a law or safety regulation. The Bidder must explain the circumstances of each disqualification. The City may reject the bid based on such information.

8.5 Bidder will make no stipulations on the Bid Form nor qualify the Bid in any manner.

8.6 The Bids will be based upon full completion of all the Work as shown on the plans and specifications. It is expressly understood that the plans are drawn with as much accuracy as is possible in advance, but should errors, omissions or discrepancies exist in the plans which show conditions that vary from those encountered in construction, the Bidder (if awarded the Contract) specifically agrees to construct a completed work ready for the use and in the manner which is intended. In the event of increasing or decreasing of work, the total amount of work actually done or materials or equipment furnished must be paid for according to the unit or lump sum price established for such work under the contract, wherever such unit or lump sum price has been established. In the event no prices are named in the contract to cover such changes or alterations, the cost of such changes must be covered as extra work.

8.7 The Bid Form will be signed by a person or persons legally authorized to bind Bidder to a contract. Bidder's Representative will sign and date the Declaration included in the Bid Form. Failure to sign and date the declaration will cause the Bid to be rejected.

9 BID SECURITY

9.1 If indicated on the Notice Inviting Bids, each Bid will be accompanied by Bid Security, in the amount of 10% of the Lump Sum Base Bid as security for Bidder's obligation to enter into a Contract with the City on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Security will be a Bid Bond on the form provided by the City or a certified check made payable to "City of Monterey Park." When a Bond is used for Bid Security, failure to use the City's Bid Bond form will result in the rejection of the Bid.

9.2 If the apparent lowest responsible Bidder fails to sign the Agreement and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, the City will disqualify such Bidder and select the next apparent lowest responsible Bidder until all bids have been exhausted or the City may reject all bids. In such an event, the disqualified Bidder will be liable for and forfeit to the City the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the disqualified Bid and the larger amount for which the City procures the Work.

9.3 If a Bid Bond is submitted and an attorney-in-fact executes the Bid Bond on behalf of the surety, a notarized and current copy of the power of attorney will be affixed to the Bid Bond. The surety issuing the Bid Bond will be listed in the latest published State of California, Department of Insurance list of, "Insurers Admitted to Transact Surety Insurance in This State."

9.4 The City will retain Bid Security until the occurrence of one of the following:

9.4.1 All items required by the Bidding Documents have been furnished and the Agreement has been signed by the successful Bidder and the City.

9.4.2 The specified time has elapsed during which Bids may be withdrawn.

9.4.3 All Bids have been rejected.

9.5 The Bid Form, Bid Security, and all other documents required to be submitted with the Bid will be enclosed in a sealed opaque envelope. The envelope will be addressed to the City Clerk. The envelope will be identified with the Project name, Bidder's name and address, and, if applicable, the designated portion of the Project for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope will be enclosed in a separate mailing envelope labeled as follows: "SEALED BID ENCLOSED."

9.6 Bids will be deposited at the designated location on or before the Bid Deadline. A Bid received after the Bid Deadline will be returned to Bidder unopened.

9.7 Bidder will assume full responsibility for timely delivery at the location designated for receipt of Bids.

9.8 Oral, telephonic, facsimile, or telegraphic Bids are invalid and will not be accepted.

10 **MODIFICATION OR WITHDRAWAL OF BID.**

10.1 Before the Bid Deadline, a submitted Bid may be modified or withdrawn. Notice of such action will be given to the City in writing and signed by the Bidder's authorized representative. A change so made will be so worded as not to reveal the amount of the original Bid.

10.2 A withdrawn Bid may be resubmitted up to the Bid Deadline, provided that it then fully complies with the Bidding Requirements.

10.3 Bid Security will be in an amount sufficient for the Bid as modified or resubmitted.

10.4 Bids may not be modified, withdrawn, or canceled within sixty (60) days after the Bid Deadline unless otherwise provided in Supplementary Instructions to Bidders.

11 **OPENING OF BIDS**. Bids submitted in the manner required by these instructions and are received on or before the Bid Deadline will be opened publicly.

12 **REJECTION OF BIDS.**

12.1 The City will have the right to reject all Bids.

12.2 The City will have the right to reject any Bid not accompanied by the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way materially incomplete or irregular.

13 AWARD

13.1 The City may retain all bids for a period of sixty (60) days for examination and comparison, and to delete any portion of the work from the contract.

13.2 The City may waive nonmaterial irregularities in a Bid and to accept the lowest responsive Bid as determined by The City.

13.3 The City has the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents.

13.4 The City will determine the low Bidder on the basis of the sum of the Lump Sum Base Bid plus all unit prices multiplied by their respective estimated quantities as stated in the Bid Form, if any, plus the Contractor Delay Damages multiplied by the "multiplier" as stated in the Bid Form, plus the amounts of all accepted Alternates.

13.4.1 Inclusion of Contractor Delay Damages within the Bid Form is solely for the purpose of determining the low bidder and establishing the City's maximum daily liability as a result of City delays to Contractor, if any, and City has no obligation to pay any daily Contractor Delay Damages except as provided for in these Contract Documents for Compensable Delays. In the event that City becomes liable to Contractor for compensable delays, City agrees to pay Contractor the daily Contractor Delay Damages set forth in the Proposal Form or Contractor's actual daily delay damages, whichever is less, for each day of Compensable Delay as provided for by these Contract Documents.

13.5 The City will select the apparent lowest responsive and responsible Bidder and notify such Bidder within thirty (30) days (unless number of days is modified in Supplementary Instructions to Bidders) after the Bid Deadline or reject all bids. Within ten (10) days after receiving the City's notice that Bidder was selected as the apparent lowest responsible Bidder, Bidder will submit to the City all of the following items:

13.5.1 Three originals of the Agreement signed by Bidder.

13.5.2 Three originals of the Labor and Materials Bond.

13.5.3 Three originals of the Performance Bond (if applicable).

13.5.4 Three originals of the Noncollusion Affidavit.

13.5.5 Certificates of Insurance on form provided by the City.

13.5.6 Names of all Subcontractors, with their addresses, telephone number, facsimile number, trade on Bidders' company stationery. Evidence, as required by the City, of the reliability and responsibility of the proposed Subcontractors such as statements of experience, statements of financial condition, and references.

13.5.7 Preliminary Contract Schedule.

13.5.8 Selection of Retention Options and Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention. If not submitted, the City will withhold retention.

13.5.9 Cost Breakdown.

13.6 Before award of the Contract, the City will notify Bidder in writing, if the City objects to a Subcontractor proposed by Bidder, in which case Bidder will propose a substitute acceptable to the City. Failure of the City to object to a proposed Subcontractor before award will not preclude the City from requiring replacement of any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated before award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.

13.7 If Bidder submits the three original signed Agreements and all other items within ten (10) days after receiving the City's notification, and all such items comply with the requirements of the Bidding Documents, the City will award the Contract to Bidder by signing the Agreement and returning a signed copy of the Agreement to Bidder.

13.8 If the City consents to the withdrawal of the Bid of the apparent lowest responsible Bidder, or the apparent lowest responsible Bidder fails or refuses to sign the Agreement or submit to the City all of the items required by the Bidding Documents, within ten (10) days after receiving the City's notification, or the City determines that the Bidder is not financially or otherwise qualified to perform the Contract, the City may reject such Bidder's Bid and select the next apparent lowest responsible Bidder, until all bids are exhausted, or reject all Bids.

SERVICE AND MAINTENANCE OF THE SCADA SYSTEM
BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

Please state all instances of being disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

   Yes ☐ No ☐

2. If yes, explain the circumstances:

____
Bidder's Signature

INSURANCE REQUIREMENTS
[MUST BE SUBMITTED WITH PROJECT PROPOSAL]

To be awarded this contract, the successful bidder must 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:	$2M default
Business automobile liability	$M default
Workers compensation	Statutory requirement.

Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must 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 must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance must 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 must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Consultant must 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 must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Consultant 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.

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 consultant. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

Date

Bidder

MAINTENANCE AGREEMENT
BETWEEN
THE CITY OF MONTEREY PARK AND
Contractor name

(Awarded per Monterey Park Municipal Code Chapter 3.100)

[CANNOT BE USED FOR CONSTRUCTION, RECONSTRUCTION, ERECTION, ALTERATION, RENOVATION, IMPROVEMENT, DEMOLITION, REPAIR WORK, PAINTING OR MAJOR REPAINTING]

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into this ___ day of ____________, 20___, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY") and Contractor name, a type of organization, e.g., corporation, and state of incorporation ("CONTRACTOR").

The Parties agree as follows:

1. **CONSIDERATION.**

A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, below;

B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement;

C. As additional consideration, CITY agrees to pay CONTRACTOR for CONTRACTOR's services not to exceed a total of $Click here to enter text. for the work. CITY will pay for work on the basis of the hourly rates and cost reimbursement rates as specified in the attached Exhibit "A," which is incorporated by reference.

2. **TERM.** The term of this Agreement will be from Click here to enter a date. to Click here to enter a date.. The Agreement may be renewed upon mutual consent of the parties by amending this Agreement.

3. **SCOPE OF SERVICES.**

A. This Agreement may be used for "maintenance services" which include the following:

i. Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.

ii. Minor repainting.

iii. Resurfacing of streets and highways at less than one inch.

iv. Landscape maintenance.

v. Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems and electrical transmission lines of 230,000 volts and higher.

vi. Carpentry, electrical, plumbing, glazing, and other craftwork;

B. CONTRACTOR will perform the maintenance services listed in the attached Exhibit "B," which is incorporated by reference. The provisions contained in this Agreement supersede any conflicting provisions in Exhibit B.

C. Maintenance services required by CITY will be provided on an as-needed basis with CITY determining and advising CONTRACTOR as to when specific services are required to be performed or completed by CONTRACTOR. Requests must be memorialized using a notice to proceed that may be in the form of a purchase order. The provisions contained in this Agreement supersede any conflicting provisions in a purchase order issued for maintenance services.

D. CONTRACTOR will, in a workmanlike manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

4. **PREVAILING WAGES.**

A. Pursuant to Labor Code § 1720, and as specified in 8 California Code of

Regulations § 16000, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

B. In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at http://www.dir.ca.gov/DLSR/PWD. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

C. CITY directs CONTRACTOR's attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

D. Labor Code § 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

   i. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

   ii. When the number of apprentices in training in the area exceeds a ratio of one to five, or

   iii. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

   iv. When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

v. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

vi. CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

vii. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

E. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

5. PAYMENTS.

A. For CITY to pay CONTRACTOR as specified by this Agreement, CONTRACTOR must submit a detailed invoice to CITY.

B. CITY's city manager may make payments up to $Click here to enter text. for special items of work not included in the project scope of work and services. Payments for special work will only be made after CITY issues a written notice to proceed for the specific special tasks. A written scope of work, an agreed upon additional fee, a schedule for starting and completing the special tasks, and an agreed upon extension of the time for performance, if needed to complete the special work, will be required before CITY issues a notice to proceed for special work. All special work will be subject to all other terms and provisions of this Agreement.

6. FAMILIARITY WITH WORK.

A. By executing this Agreement, CONTRACTOR represents that

CONTRACTOR has

i. Thoroughly investigated and considered the scope of services to be performed;

ii. Carefully considered how the services should be performed; and

iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

B. If services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONTRACTOR discover any latent or unknown conditions that may materially affect the performance of the services, CONTRACTOR will immediately inform CITY of such fact and will not proceed except at CONTRACTOR's own risk until written instructions are received from CITY.

7. **INSURANCE**.

A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONTRACTOR will 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 (combined single)
Commercial general liability:	$2M
Business automobile liability	$1M
Workers compensation	Statutory requirement.

B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name 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 City will be excess thereto. Such insurance will 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 City.

C. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

D. CONTRACTOR will furnish to 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 City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. CONTRACTOR 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.

E. Should CONTRACTOR, for any reason, fail to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at CONTRACTOR's expense and deduct the cost of such insurance from payments due to CONTRACTOR under this Agreement or terminate.

8. **TIME FOR PERFORMANCE**. CONTRACTOR will not perform any work under this Agreement until:

A. CONTRACTOR furnishes proof of insurance as required under Section 7 of this Agreement; and

B. CITY gives CONTRACTOR a written notice to proceed.

C. Should CONTRACTOR begin work in advance of receiving written authorization to proceed, any such professional services are at CONTRACTOR's own risk.

9. **TERMINATION**.

A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination will be in writing.

B. CONTRACTOR may terminate this Agreement upon providing written notice to CITY at least thirty (30) days before the effective termination date.

C. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

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

10. **INDEMNIFICATION.**

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

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

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

11. **INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which is it performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR 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 CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.

12. **NOTICES.**

A. All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Such noticing does not include day-to-day communications between CITY's and CONTRACTOR's project managers. Notice sent by mail will be addressed as follows:

To CITY: Click here to enter text.

To CONTRACTOR: Click here to enter text.

B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.

C. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

13. **TAXPAYER IDENTIFICATION NUMBER**. CONTRACTOR will provide CITY with a Taxpayer Identification Number.

14. **WAIVER**. 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.

15. **CONSTRUCTION.** The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

16. **SEVERABLE.** 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.

17. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

18. **WAIVER.** Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

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. **AUTHORITY/MODIFICATION.** This Agreement may be subject to and conditioned upon approval and ratification by the Monterey Park City Council. This Agreement is not binding upon CITY until executed by the City Manager. 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 agreement. CITY's city manager may execute any such amendment on behalf of CITY.

21. **ACCEPTANCE OF FACSIMILE SIGNATURES.** 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 facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

22. **EFFECT OF CONFLICT**. In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, its attachments, the purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

23. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

24. **FORCE MAJEURE**. Should performance of this Agreement be prevented due to fire, flood, explosion, war, terrorist act, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

25. **ENTIRE AGREEMENT.** This Agreement and its one attachment constitutes the sole agreement between CONTRACTOR and CITY respecting the service and maintenance of the SCADA system. To the extent that there are additional terms and conditions contained in Exhibit "A" that are not in conflict with this Agreement, those terms are

incorporated as if fully set forth above. There are no other understandings, terms or other agreements expressed or implied, oral or written.

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

CITY OF MONTEREY PARK

Click here to enter text.

________________________________ ________________________________

Ron Bow,
City Manager

ATTEST:

____

Vincent D. Chang
City Clerk

Taxpayer ID No. Click here to enter text.

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

By: ________________________________
Karl H. Berger, Assistant City Attorney

PROPOSAL GUARANTEE

BID BOND

Bond No.:_____________

KNOW ALL MEN BY THESE PRESENTS that ________________________________, as BIDDER, AND ______________________________, as SURETY, are held and firmly bound unto the City of Monterey Park, in the penal sum of ___________________________ **(\$ ___________)** 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 **Service and Maintenance of SCADA System** ("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 ____ day of _______________, 20__.

SIGNED AND SEALED this ______ day of __________________, 20__.

______________________________	______________________________
PRINCIPAL	SURETY
PRINCIPAL's MAILING ADDRESS:	**SURETY's MAILING ADDRESS:**
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________

NOTE: All signatures shall be acknowledged by a notary public.

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 ______________________________ ($ ____________) 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 **Service and Maintenance of SCADA System** ("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: ______________________________

Authorized Signature: ______________________________

Name and Title: ______________________________

Date: ______________

SERVICE AND MAINTENANCE OF
SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM

SCOPE OF WORK

The Contractor shall provide all necessary labor, materials, equipment and transportation required to complete service and maintenance of the City of Monterey Park's SCADA system. The foregoing work shall be done in a thorough and professional manner under the direction and to the satisfaction of the City.

I. TERM

The term of the contract is for 3 years, with an option for a 2-year extension at the mutual agreement between the City and the Contractor.

This agreement may be terminated by either party by giving written notice of such termination at least thirty (30) days prior to the date of termination.

II. COMPENSATION

The bidder shall specify in the Cost Schedule (Exhibit A) the hourly rate for SCADA services and maintenance as described.

Contractor shall provide a detailed invoice for services and costs incurred. Each invoice for services shall include a description of the work performed, the date the work was performed and the number of hours performed by each employee of the Contractor. City will reimburse Contractor according to the hourly rates as set forth in "Exhibit A."

All services, materials, parts, supplies and other miscellaneous costs that are **not** identified in Exhibit A must be pre-approved by the City.

Rates for the first 3 years of the 3-year contract will be as stated in Exhibit A. Rates for the 2-year extension would be adjusted by the annual Consumer Price Index (CPI) for *All Urban Wage Earners* as calculated by the United States Department of Labor, Bureau of Labor Statistics, for the Los Angeles-Riverside-Orange County area, subject to a maximum increase of 3 ½%.

III. OVERVIEW

The Contract is to provide as-needed Corrective Maintenance on the Supervisory Control and Data Acquisition (SCADA) System for the City of Monterey Park Water Division. The City's SCADA System is composed of GE MDS spread spectrum radios, Allen Bradley hardware, and utilizes Wonderware Intouch 2012 Software. Work includes inspection, repair, troubleshooting, supporting, modification, upgrade services, and maintenance of SCADA System at the user interface and at the remote terminals to correct SCADA Software programming glitches, implementing programming changes to existing sites, new facilities added to the system, incorporate new terminals and configure the Human Machine Interface (HMI) screens when new sites are added to the system. As-needed service includes programmable logic controller (PLC), variable frequency drive (VFD), soft-start equipment, chemical feed system support and tuning, and general electrical work. Any System Hardware replacement or upgrades will require pre-approval by the City.

IV. LOCATIONS

Treatment Plants, Wells, Reservoirs and Pump Station

City of Monterey Park

1.	Ackley Pumping Plant	567 Ackley Dr.
2.	Bradshawe Pumping Plant & Reservoir	1001 Bradshawe Pl.
3.	Brierrcliff Station	Brierrcliff & Crest Vista
4.	Brightwood Pumping Plant	1204 Brightwood St.
5.	ELAC Interconnection	1204 Brightwood St
6.	Country Pumping Plant	919 Country Rd.
7.	Highland Reservoir	1140 Highland Dr.
8.	Kingsford Pumping Plant	707 Kingsford St.
9.	La Loma Pumping Plant & Reservoir	1980 Clover Dr.
10.	Pinetree Reservoir	2167 Arriba Dr.
11.	Russell Pumping Plant & Reservoir	750 S Russell Ave.
12.	Sequoia Pumping Plant	736 S. Crest Vista St.
13.	Sequoia Reservoir	746 Ridge Crest St.
14.	Sombrero Pumping Plant & Reservoir	1320 Sombrero Dr.
15.	Vagabond Pumping Plant	1490 Vagabond Dr.

City of Rosemead

16.	Delta Pumping & Treatment Plants	2657 N. Delta Av.
17.	Well 1	2745 N. Delta Av.
18.	Well 3	2657 N. Delta Av.
19.	Well 5 Treatment Plant	2450 N. Charlotte Av.
20.	Well 7, 8, & 9	8830 E. Fern Av.
21.	Well 10	2719 N. Gladys Av.
22.	Well 12 Treatment Plant	8815 Klingerman St.
23.	Well 14	8521 Rush Av.
24.	Well 15	8817 Klingerman St.
25.	Fern Well	8833 E. Fern Av.
26.	SGVWC Interconnection	8830 E. Fern Av.

V. SCADA SYSTEM

The City's Supervisory Control and Data Acquisition (SCADA) system is software programmed to provide monitoring, controls, and alarms of remote sites at reservoirs, pump stations, wells, treatment plants, and interconnections. At Delta Plant, two computers are setup with SCADA software. The two computers are set up as redundant computers and therefore have the same software installed.

Each computer has three main software components: the SCADA software (Wonderware), IO Drivers (Kepware), and Alarm-Callout (Win-911).

The SCADA software provides the graphical interface to the remote sites. The IO Driver provides the protocol to communicate to the remote sites. The Alarm-Callout provides telephone notification to City personnel in the event of alarms that occur at each of the remote sites.

The computers at Delta Plant communicate to the remote sites through line-of-sight radios. The Access Point for the radios is located at Delta Plant with other Access Points located in the City.

Each remote site, either a reservoir, pump station, well, treatment plant, or interconnection, has local controller (PLC). The local controller has logic to run that specific site. Each site also has its own radio for communication.

VI. HARDWARE / SOFTWARE

DESCRIPTION	NAME	MANUFACTURE	MODEL
Workstation PC	SCADA 1	DELL	OPTIPLEX 7010
Workstation PC	SCADA 2	DELL	OPTIPLEX 7010
Operating System	SCADA 1/2	Windows 7 Pro, 64 bit	

DESCRIPTION	NAME	MANUFACTURE	MODEL
SCADA Software	SCADA 1/2	Wonderware	Intouch 2012
IO Driver	SCADA 1/2	Kepware	Modbus 5.15
Alarm-Callout	SCADA 1/2	WINN-911	7.15

DESCRIPTION	NAME	MANUFACTURE	MODEL
Programmable Logic Controller	All Sites	Allen Bradley	SLC500
Radio	All Sites	GE MDS	9810

VII. STAFFING

Contractor must be able to provide service within 24 hours notice. Contractor must be able to provide adequate staffing for a minimum of 2 contiguous weeks, or 80 working hours, to resolve issues as needed.

EXHIBIT A
COST SCHEDULE

SERVICE AND MAINTENANCE OF
SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM

Vendor Name: ____

Service rates will be based on portal to portal, up to a maximum of half hour each way.

Item A. Standard Professional Services Hourly Rates

Professional Services	Standard Hourly Rate
Engineering	$
Control Panel Engineering	$
Programmable Logic Controller Programming	$
Human-Machine Interface Programming	$
Graphics Programming	$
Field Service Specialist	$
Drafting	$

Item B. Extended Services Rates

Extended Services	Hourly Rate
Weekends / Emergency	$
General Electrical Work	$
Markup **percentage** for material, parts, supplies above Contractor's cost	%

The undersigned has carefully checked all of the above figures and understands that the City of Monterey Park, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid.

Contractor	
Signature	Name (Print)
Title	Date

RESOLUTION NO. __

A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE CENTRALIZED GROUNDWATER TREATMENT PROJECT PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT.

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

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

A. City staff has completed 90% design of the Centralized Groundwater Treatment Project ("Project");

B. The City Engineer reviewed the completed design and plans for the Project and agrees with staff that the plans are complete and the Project may be constructed;

C. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project.

SECTION 2: *Environmental Assessment.* The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project.

SECTION 3: *Design Immunity; Authorization.*

A. The design and plans for the Project are determined to be consistent with the City's standards and are approved.

B. The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.

C. The approval granted by this Resolution conforms with the City's General Plan.

D. The City Engineer, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the design and plans approved by this Resolution.

E. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

SECTION 4: *Project Payment Account.* For purposes of the Contract Documents administering the Project, the City Council directs the City Manager, or designee, to establish an account allocating Prop 84 grant funds and Water Operations funds from the current fiscal year budget to pay for the Project ("Project Payment Account"). The Project Payment Account is the sole source of funds available for the Contract Sum, as defined in the Contract Document administering the Project.

SECTION 5: *Notice to Proceed.* The City Manager is authorized to issue a notice to proceed for constructing the Project upon advice of the Public Works Director.

SECTION 6: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 7: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of _____________, 20___.

____
Teresa Real Sebastian, Mayor

ATTEST:

____
Vincent D. Chang, City Clerk

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

By: _______________________________
Karl H. Berger, Assistant City Attorney

ATTACHMENT 2
CONTROL AUTOMATION DESIGN COST SCHEDULE

EXHIBIT A
COST SCHEDULE

SERVICE AND MAINTENANCE OF
SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM

Vendor Name: CONTROL AUTOMATION DESIGN

Service rates will be based on portal to portal, up to a maximum of half hour each way.

Item A. Standard Professional Services Hourly Rates

Professional Services	Standard Hourly Rate
Engineering	$ 145.00
Control Panel Engineering	$ 145.00
Programmable Logic Controller Programming	$ 145.00
Human-Machine Interface Programming	$ 145.00
Graphics Programming	$ 145.00
Field Service Specialist	$ 145.00
Drafting	$ 100.00

Item B. Extended Services Rates

Extended Services	Hourly Rate
Weekends / Emergency	$ 145.00
General Electrical Work	$ 145.00
Markup **percentage** for material, parts, supplies above Contractor's cost	10 %

The undersigned has carefully checked all of the above figures and understands that the City of Monterey Park, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid.

Contractor CONTROL AUTOMATION DESIGN	
Signature [signature]	Name (Print) ALICE CHOI
Title OWNER	Date 3/31/2017

ATTACHMENT 3

MACRO AUTOMATION CORP. COST SCHEDULE

EXHIBIT A
COST SCHEDULE

SERVICE AND MAINTENANCE OF SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM

Vendor Name: MACRO AUTOMATICS CORPORATION

Service rates will be based on portal to portal, up to a maximum of half hour each way.

Item A. Standard Professional Services Hourly Rates

Professional Services	Standard Hourly Rate
Engineering	$ 185.00
Control Panel Engineering	$ 185.00
Programmable Logic Controller Programming	$ 185.00
Human-Machine Interface Programming	$ 185.00
Graphics Programming	$ 185.00
Field Service Specialist	$ 185.00
Drafting	$ 125.00

Item B. Extended Services Rates

Extended Services	Hourly Rate
Weekends / Emergency	$ 225.00
General Electrical Work	$ 175.00
Markup **percentage** for material, parts, supplies above Contractor's cost	20 %

The undersigned has carefully checked all of the above figures and understands that the City of Monterey Park, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid.

Contractor MACRO AUTOMATICS CORPORATION	
Signature [signature]	Name (Print) JAY KIRSCH
Title PRESIDENT	Date 04/03/2017

City Council Staff Report

DATE: May 3, 2017

AGENDA ITEM NO: New Business Agenda Item 6-J.

TO: The Honorable Mayor and City Council

FROM: Tito Haes, Interim Director of Public Works

SUBJECT: New Waste Hauler Implementation Schedule

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receiving and filing this informational report; and
2. Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

At its regular meeting on January 18, 2017, the City Council awarded an exclusive residential waste hauler contract to Athens Services; it also awarded commercial waste hauler contracts to Athens Services and Ware Disposal. At that meeting, the City Council directed staff to present a detailed implementation schedule at a future meeting. Staff recommends that the City Council consider receiving and filing this informational report.

BACKGROUND:

On January 18, 2017, the City Council awarded an exclusive residential franchise to Athens Services and non-exclusive commercial franchises to Ware Disposal and Athens Services. At that meeting, the City Council directed staff to present a detailed implementation schedule at a future meeting. In order to make the transition from the existing franchise to the new franchises as seamless as possible requires the coordination of City staff and the waste haulers. Staff met with both waste haulers to discuss the New Waste Management Franchises Implementation Schedule. Both Athens and Ware were amendable to the following proposed for both the Residential and Commercial Implementation Schedule:

1	Staff presentation to City Council	May 3
2	Franchisees submit proof of insurance	May 4
3	Mutual execution of franchise agreements – set Effective Date	May 4
4	Franchisees submit reimbursements of city expenses	Within 5 days of Effective Date (May 11)

5	Franchisees submit $10,000 cash or performance bond	Within 45 days of Effective Date (Jul 7)
6	Franchisees submit customer marketing, education, and program information materials to the City for review	May 10
7	City announces new programs to customers	May 17
8	City completes fee study (Prop 218 process)	Jul 19
9	Franchisee contacts with customers 9.1 Residential Franchise: Assess customer service requirements Distribute educational materials Plan routes and schedules Distribute service and rate materials 9.2 Commercial Franchise: Marketing Phase: Provide customers with program information and rates. No service agreements executed Planning Phase: Execute service agreements with customers, make service arrangements, plan routes and schedules	 Begin May 24 Jul 20 – Aug 4 Jul 20 – Aug 4 Aug 7 – Aug 30
10	Franchisee initial submittals 10.1 Transition Plan - Residential Vendor specification sheets for vehicles and containers Container delivery plan and schedule Driver training program outline 10.2 Transition Plan – Commercial Vendor specification sheets for vehicles and containers Container delivery plan and schedule Typical customer bill Typical customer service agreement Driver training program outline 10.3 Waste disposal and diversion plan 10.4 Contingency plan 10.5 Vehicle opacity report	Jun 15 Jun 15 Jun 15 Aug 1 Aug 31
11	Franchisees submit customer lists, route maps and schedules	Aug 21
12	Franchisees distribute new containers	Jun 15 - Aug 31
13	New service begins	Sep 1

Staff recommends that the City Council consider receiving and filing this informational report.

FISCAL IMPACT:

There is no fiscal impact associated with providing staff direction.

Respectfully submitted by:

Tito Haes
Interim Director of Public Works

Approved by:

Ron Bow
Interim City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

City Council Staff Report

DATE: May 3, 2017

AGENDA ITEM NO: New Business Agenda Item 6-K.

TO: The Honorable Mayor and City Council

FROM: Tiro Haes, Interim Director of Public Works

SUBJECT: On-Call Heating Ventilation and Air Conditioning (HVAC) Maintenance Services Agreement

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a three-year maintenance services agreement, in a form approved by the City Attorney, with Barberio Enterprises, Inc. DBA Westco Service Company, in the amount of $195,000, for on-call HVAC (Heating Ventilation Air Conditioning) maintenance services.
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Staff recently completed the bidding process for on-call HVAC maintenance services. A Request for Proposals (RFP) was mailed to nine HVAC contractors from the City's qualified contractor's list per the Monterey Park Municipal Code. One bid was received. Staff recommends the City Council authorize entering into a three-year maintenance services agreement with Barberio Enterprises, Inc., DBA Westco Service Company, in the total amount of $195,000 for on-call HVAC maintenance services.

BACKGROUND:

The City has 107 individual HVAC units within the 21 city buildings maintained by the Public Works Department. Throughout the course of the year, staff requires the use of an HVAC contractor for emergency repairs or complex or time consuming preventative maintenance. As such, staff recently completed the bidding process for on-call HVAC maintenance services. NIB's were mailed to the following nine HVAC contractors from the City's qualified contractor's list:

Renkow Mechanical	Glendale, CA
ACCO Engineering Systems	Glendale, CA
Westco Service Company	Shadow Hills, CA
Western Allied Corporation	Santa Fe Springs, CA
Schultz Mechanical Contractors	Signal Hill, CA

Siemens Building Technologies	Cypress, CA
Integrated Mechanical Systems	Duarte, CA
Apex Mechanical Services, Inc.	Burbank, CA
Honeywell Building Solutions	La Palma, CA

Staff received one response from the bidders, Westco Service Company. Following is a table summarizing the fee rates from Westco Service Company.

	Single	Team
Regular Time:	$ 120.00	$ 120.00
Overtime:	$ 180.00	$ 180.00
Emergency Call	$ 180.00	$ 180.00
Holidays:	$ 240.00	$ 240.00
Other Related Expenses	$75.00 truck charge per work order	$75.00 truck charge per work order

Westco's rates are consistent with the industry norms and its references provided positive responses.

Based on past budget history, staff anticipates spending $65,000 per year on HVAC maintenance services. Staff recommends the City Council authorize entering into a three-year maintenance services agreement with Barberio Enterprises, Inc., DBA Westco Service Company, in the total amount of $195,000 for on-call HVAC maintenance services.

FISCAL IMPACT:

There are funds available in the approved FY 2016-17 budget under General Fund account 0010-4210-38150 for HVAC maintenance services.

Respectfully submitted by:

Tito Haes
Interim Public Works Director

Prepared by:

Niles Boyer
Interim Public Works
Maintenance Manager

Approved by:

Ron Bow
Interim City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachments:

1. Westco Service Company Bid

ATTACHMENT 1
Westco Service Company Proposal

westco

9691 Sunland Blvd.
Shadow Hills, CA 91040

City of Monterey Park

REQUEST FOR PROPOSAL

RFP NO. 17-102

FOR

ON-CALL HVAC SERVICES

KEY RFP DAYS

Issue Date: March 15, 2017

Proposal Due Date: March 30, 2017 at 10am

SEND TO:

City Clerks office

City of Monterey Park
Attention: Ernie Torrecillas, Facilities Maintenance Supervisor
Re: RFP No. 17-102
320 W Newmark Avenue
Monterey Park, CA 91754

NOTICE INVITING SEALED BIDS

FOR

ON-CALL HVAC SERVICES

IN THE CITY OF MONTEREY PARK

(BID IN ACCORDANCE WITH MONTEREY PARK MUNICIPAL CODE CHAPTER 3.100 FOR MAINTENANCE SERVICES)

TAKE NOTICE that the City of Monterey Park invites sealed bids for the above project and will receive such bids in the offices of the City Clerk, 320 W Newmark Ave, Monterey Park, California 91754, up to the hour of 10:00 a.m. on:

Thursday, March 30, 2017

at which time they will be publicly opened.

The City's standard maintenance service contract incorporates the provisions of the California Labor Code and requires the successful bidder to comply with the prevailing rates of wages and apprenticeship employment standards established by the Department of Industrial Relations.

x☐APPLICABLE IF BOX IS CHECKED: The contractor to whom the contract is awarded must assist in locating, qualifying, hiring and increasing the skills of minority group employees and applicants for employment, as set forth in Executive Order Nos. 11246 and 11375.

Minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

Note that a bid bond is ☐ (the City Engineer estimates project will exceed $30,000) is not ☐x (project will not exceed $30,000) required for this bid.

Note that a performance bond is ☐is not ☐x required for this bid.

Note that the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. Pursuant to California law, the City must find bids failing to comply with all applicable Labor Code requirements including, without limitation, Labor Code §§ 1725.5 and 1771.4, to be nonresponsive.

DATED, this 15 day of March, 2017.

CITY OF MONTEREY PARK, CALIFORNIA

____

City Clerk

BIDDING INSTRUCTIONS

DEFINITIONS. Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in these Bidding Documents. Words and phrases not defined in this Section have the meaning set forth in the Monterey Park Municipal Code ("MPMC") or applicable law.

"Addenda" means written or graphic instruments issued by the City before the Bid Deadline that modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.

"Alternate" means a proposed change in the maintenance services, as described in the Bidding Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.

"Bid Deadline" means the date and time designated in the Notice for Bids as the last date and time for receipt of Bids, as may be revised by Addenda.

"Bidder" means a person or firm that submits a Bid.

"Bidding Documents" means the construction documents prepared and issued for bidding purposes including all Addenda.

"Contract Documents" means the Notice Inviting Bids; Instructions to Bidders; Supplementary Instructions to Bidders; Bid; the Maintenance Service Agreement; Supplementary Conditions; Exhibits; Technical Specifications; Addenda; Notice to Proceed; Notice of Completion; and all other documents identified in the Contract Documents which together form the contract between the City and the Contractor for the Work. The Contract Documents constitute the complete agreement between the City and the Contractor and supersede any previous agreements or understandings.

"Lump Sum Base Bid" means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including unit price items or Alternates.

"Unit Price" means an amount stated in the Bid for which Bidder offers to perform the Unit Price Work for a fixed price per unit of measurement.

"Work" means the Scope of Work identified in the Contract Documents for which the Notice Inviting Bids is issued.

BIDDER'S REPRESENTATIONS. By making its Bid, Bidder represents that:

Bidder read, understood, and made the Bid pursuant to the requirements in the Bidding Documents.

Bidder visited the Project site and is familiar with the conditions under which the Work will be performed and the local conditions as related to the Contract Documents.

The Bid is based upon the materials, equipment, and systems required by the Bidding Documents.

Bidder and all Subcontractors, regardless of tier, have the appropriate current licenses issued by the State of California Contractor's State License Board for the Work to be performed. If Bidder is a joint venture, the Bidder will have a joint venture license appropriate for the performance of the work, and each member of the joint venture will likewise have the appropriate license. Business and Professions Code §§ 7000-7191 establish licensing requirements for contractors. If a Bidder, that is a specialty contractor, submits a Bid involving 3 or more specialized building trades, the work of which is more than incidental and supplemental to the performance of the Work for which Bidder holds a specialty contractor license, Bidder must also hold either (1) a specialty contractor "C" license in each such trade, (2) a General Engineering contractor "A" license, or (3) a General Building contractor "B" license. This requirement is applicable whether or not Bidder lists a Subcontractor for each such trade.

If licensure or proper licensure is controverted, then proof of licensure pursuant to this section must be made by production of a verified certificate of licensure from the Contractors' State License Board which establishes that the individual or entity bringing the action was duly licensed in the proper classification of contractors at all times during the performance of any act or contract covered by the action. Nothing in this subdivision requires any person or entity controverting licensure or proper licensure to produce a verified certificate. When licensure or proper licensure is controverted, the burden of proof to establish licensure or proper licensure is on the licensee.

Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.

The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on Bidder's behalf.

Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.

The Bidder has paid the City's business license fee(s).

BIDDING DOCUMENTS.

Bidders may obtain complete sets of the Bidding Documents from the City's Public Works Department for the sum stated in the Notice for Bids.

Bidders will use a complete set of Bidding Documents in preparing Bids.

The City makes copies of the Bidding Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Bidding Documents.

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.

Before submitting its Bid, Bidder will carefully study and compare the various documents comprising the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; will examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and will at once report to the City's Representative errors, inconsistencies, or ambiguities discovered.

Requests for clarification or interpretation of the Bidding Documents will be addressed to the City's Representative.

Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner will not be binding and Bidders will not rely upon them.

PRODUCT SUBSTITUTIONS. No substitutions will be considered before award of Contract. Substitutions will only be considered after award of the Contract and as provided for in the Contract Documents.

SUBCONTRACTORS.

Each Bidder will list in the Bid Form all first-tier Subcontractors that will perform work, labor or render such services. The Bid Form contains spaces for the following information when listing Subcontractors: (1) Work Activity; (2) name of Subcontractor; (3) city of Subcontractor's business location. Failure to list any of these items on the Bid Form will result in the City treating the Bid as if no Subcontractor was listed for the Work and that Bidder represents to the City that it is fully qualified to perform that portion of the Work and will perform do so.

Subcontractors listed in the Bid Form will only be substituted after the Bid Deadline with the City's written consent in accordance with California law.

ADDENDA.

Addenda will be in writing and issued only by the City. Addenda will be mailed or delivered to all who are known by the City to have received a complete set of Bidding Documents and who have provided a street address for receipt of Addenda.

Copies of Addenda will be made available for inspection at the City's Public Works Department.

The City will issue Addenda so that they are received by prospective Bidders not later than three (3) business days before the Bid Deadline. Addenda that withdraw the request for Bids or postpone the Bid Deadline may be issued any time before the Bid Deadline.

Each Bidder is responsible for ensuring that it has received all issued Addenda before issuing a Bid.

FORM AND STYLE OF BIDS

Bids will be submitted on the Bid Form included with the Bidding Documents. Bids not submitted on the City's Bid Form will be rejected.

All blanks on the Bid Form will be filled in legibly in ink or by typewriter.

Bidder's failure to submit a price for any Alternate or unit price will result in the Bid being considered as nonresponsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, enter "No Change."

Each Bidder must fill out the "Bidders Statement of Past Contract Disqualifications" form stating any and all instances of contract disqualifications due to a violation of a law or safety regulation. The Bidder must explain the circumstances of each disqualification. The City may reject the bid based on such information.

Bidder will make no stipulations on the Bid Form nor qualify the Bid in any manner.

The Bids will be based upon full completion of all the Work as shown on the plans and specifications. It is expressly understood that the plans are drawn with as much accuracy as is possible in advance, but should errors, omissions or discrepancies exist in the plans which show conditions that vary from those encountered in construction, the Bidder (if awarded the Contract) specifically agrees to construct a completed work ready for the use and in the manner which is intended. In the event of increasing or decreasing of work, the total amount of work actually done or materials or equipment furnished must be paid for according to the unit or lump sum price established for such work under the contract, wherever such unit or lump sum price has been established. In the event no prices are named in the contract to cover such changes or alterations, the cost of such changes must be covered as extra work.

The Bid Form will be signed by a person or persons legally authorized to bind Bidder to a contract. Bidder's Representative will sign and date the Declaration included in the Bid Form. Failure to sign and date the declaration will cause the Bid to be rejected.

BID SECURITY

If indicated on the Notice Inviting Bids, each Bid will be accompanied by Bid Security, in the amount of 10% of the Lump Sum Base Bid as security for Bidder's obligation to enter into a Contract with the City on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Security will be a Bid Bond on the form provided by the City or a certified check made payable to "City of Monterey Park." When a Bond is used for Bid Security, failure to use the City's Bid Bond form will result in the rejection of the Bid.

If the apparent lowest responsible Bidder fails to sign the Agreement and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, the City will disqualify such Bidder and select the next apparent lowest responsible Bidder until all bids have been exhausted or the City may reject all bids. In such an event, the disqualified Bidder will be liable for and forfeit to the City the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the disqualified Bid and the larger amount for which the City procures the Work.

If a Bid Bond is submitted and an attorney-in-fact executes the Bid Bond on behalf of the surety, a notarized and current copy of the power of attorney will be affixed to the Bid Bond. The surety issuing the Bid Bond will be listed in the latest published State of California, Department of Insurance list of, "Insurers Admitted to Transact Surety Insurance in This State."

The City will retain Bid Security until the occurrence of one of the following:

All items required by the Bidding Documents have been furnished and the Agreement has been signed by the successful Bidder and the City.

The specified time has elapsed during which Bids may be withdrawn.

All Bids have been rejected.

The Bid Form, Bid Security, and all other documents required to be submitted with the Bid will be enclosed in a sealed opaque envelope. The envelope will be addressed to the City Clerk. The envelope will be identified with the Project name, Bidder's name and address, and, if applicable, the designated portion of the Project for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope will be enclosed in a separate mailing envelope labeled as follows: "SEALED BID ENCLOSED."

Bids will be deposited at the designated location on or before the Bid Deadline. A Bid received after the Bid Deadline will be returned to Bidder unopened.

Bidder will assume full responsibility for timely delivery at the location designated for receipt of Bids.

Oral, telephonic, facsimile, or telegraphic Bids are invalid and will not be accepted.

MODIFICATION OR WITHDRAWAL OF BID.

Before the Bid Deadline, a submitted Bid may be modified or withdrawn. Notice of such action will be given to the City in writing and signed by the Bidder's authorized representative. A change so made will be so worded as not to reveal the amount of the original Bid.

A withdrawn Bid may be resubmitted up to the Bid Deadline, provided that it then fully complies with the Bidding Requirements.

Bid Security will be in an amount sufficient for the Bid as modified or resubmitted.

Bids may not be modified, withdrawn, or canceled within sixty (60) days after the Bid Deadline unless otherwise provided in Supplementary Instructions to Bidders.

OPENING OF BIDS. Bids submitted in the manner required by these instructions and are received on or before the Bid Deadline will be opened publicly.

REJECTION OF BIDS.

The City will have the right to reject all Bids.

The City will have the right to reject any Bid not accompanied by the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way materially incomplete or irregular.

AWARD

The City may retain all bids for a period of sixty (60) days for examination and comparison, and to delete any portion of the work from the contract.

The City may waive nonmaterial irregularities in a Bid and to accept the lowest responsive Bid as determined by The City.

The City has the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents.

The City will determine the low Bidder on the basis of the sum of the Lump Sum Base Bid plus all unit prices multiplied by their respective estimated quantities as stated in the Bid Form, if any, plus the Contractor Delay Damages multiplied by the "multiplier" as stated in the Bid Form, plus the amounts of all accepted Alternates.

Inclusion of Contractor Delay Damages within the Bid Form is solely for the purpose of determining the low bidder and establishing the City's maximum daily liability as a result of City delays to Contractor, if any, and City has no obligation to pay any daily Contractor Delay Damages except as provided for in these Contract Documents for Compensable Delays. In the event that City becomes liable to Contractor for compensable delays, City agrees to pay Contractor the daily Contractor Delay Damages set forth in the Proposal Form or Contractor's actual daily delay damages, whichever is less, for each day of Compensable Delay as provided for by these Contract Documents.

The City will select the apparent lowest responsive and responsible Bidder and notify such Bidder within thirty (30) days (unless number of days is modified in Supplementary Instructions to Bidders) after the Bid Deadline or reject all bids. Within ten (10) days after receiving the City's notice that Bidder was selected as the apparent lowest responsible Bidder, Bidder will submit to the City all of the following items:

Three originals of the Agreement signed by Bidder.

Three originals of the Labor and Materials Bond.

Three originals of the Performance Bond (if applicable).

Three originals of the Noncollusion Affidavit.

Certificates of Insurance on form provided by the City.

Names of all Subcontractors, with their addresses, telephone number, facsimile number, trade on Bidders' company stationery. Evidence, as required by the City, of the reliability and responsibility of the proposed Subcontractors such as statements of experience, statements of financial condition, and references.

Preliminary Contract Schedule.

Selection of Retention Options and Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention. If not submitted, the City will withhold retention.

Cost Breakdown.

Before award of the Contract, the City will notify Bidder in writing, if the City objects to a Subcontractor proposed by Bidder, in which case Bidder will propose a substitute acceptable to the City. Failure of the City to object to a proposed Subcontractor before award will not preclude the City from requiring replacement of any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated before award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.

If Bidder submits the three original signed Agreements and all other items within ten (10) days after receiving the City's notification, and all such items comply with the requirements of the Bidding Documents, the City will award the Contract to Bidder by signing the Agreement and returning a signed copy of the Agreement to Bidder.

If the City consents to the withdrawal of the Bid of the apparent lowest responsible Bidder, or the apparent lowest responsible Bidder fails or refuses to sign the Agreement or submit to the City all of the items required by the Bidding Documents, within ten (10) days after receiving the City's notification, or the City determines that the Bidder is not financially or otherwise qualified to perform the Contract, the City may reject such Bidder's Bid and select the next apparent lowest responsible Bidder, until all bids are exhausted, or reject all Bids.

ON-CALL HVAC SERVICES

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

Please state all instances of being disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

   Yes ☐ No ☒

2. If yes, explain the circumstances:

Sara Barbero

Bidder's Signature

INSURANCE REQUIREMENTS

[MUST BE SUBMITTED WITH PROJECT PROPOSAL]

To be awarded this contract, the successful bidder must 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	$1,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must 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 must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance must 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 must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Consultant must 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 must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Consultant 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.

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 consultant. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

3/20/17	Sam Bentorrio
Date	Bidder

BIDDING DOCUMENTS

I. INSTRUCTIONS AND CONDITIONS

A. No bid proposal will be considered for award unless submitted in the bid format described in this Notice Inviting Bids (NIB). The bid must be fully completed and executed. Bidders shall send three (3) copies of the completed proposals which will include; two (2) bound and one (1) unbound copies with a copy of this NIB attached to the front of each proposal, with appropriate responses included.

Format: Proposal should be 8 ½ x 11 inches, printed two-sided on recycled paper with removable bindings, bound in a single document and organized in sections. Binding can be as simple as a staple. Original and copies may be submitted in one envelope/package.

Each bid proposal, consisting of the original and copies as directed above, must be submitted in a sealed envelope addressed to City of Monterey Park, City Clerk office, 320 W Newmark, Monterey Park, California 91754, Attention: ON-Call HVAC Services and delivered prior to the time and date specified in this document. Each sealed envelope containing a bid proposal must have, on the outside, the name of the bidder, bidder's address and the statement "DO NOT OPEN UNTIL THE TIME OF BID OPENING" and in addition, must be plainly marked on the outside as follows:

II. GENERAL INFORMATION

A It is the intent of the City of Monterey Park to solicit proposals for qualified, HVAC maintenance services (operator) businesses who are duly registered and licensed in the State of California to render quality HVAC services to the City in order to provide a reliable environment for employees, clients and visitors to the offices, buildings and/or grounds of the various City locations stated in the specifications. Locations may, be added or deleted during the term of this contract and extensions thereof.

B. The contracted vendor(s) shall be responsible for furnishing all materials, transportation, labor, equipment, any and all services and materials necessary to perform HVAC service, for both specified and unspecified sites at various City locations.

C. Contractor(s) shall comply with and perform all HVAC maintenance services in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, codes and manufacturer's instructions, and shall obtain any licenses or permits required to do the specified work.

D. The term of this agreement shall be for three (3) years. The City may elect to extend the agreement for two (2) additional one (1) year periods on the same terms and conditions, upon providing written notice to Contractor not less than thirty (30) days prior to expiration of the Agreement.

1. PRE-BID CONFERENCE AND/OR SITE VISIT

There will be no pre-bid conference for this Invitation to Bid. It will be the sole responsibility of the bidder to inspect the City's location(s) prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. Contractors should contact the following personnel Ernie Torrecillas Facilities Maintenance Supervisor @ 626-705-7350 to make an appointment to gain access in order to inspect each facility before the bid is submitted. Several of these facilities are secured. Contractors will NOT be given access without an appointment.

2. SCOPE OF SERVICES

1. The City of Monterey Park (City) is seeking proposals from licensed and qualified HVAC Contractor to provide a full range of HVAC services. Services will be performed in a variety of City locations including, but not limited to, administrative offices, park facilities, senior center, Library, Civic Center, Museum and Jail Facility. These will include installations, routine maintenance, service calls, supplies, and emergency services.

2. The Facilities Maintenance Department may contact a HVAC service company to assist maintenance staff. The services may include a full range of services including, but not limited to HVAC scheduled maintenance, preventive maintenance, repairs, additions, retrofits, upgrades, replacements, testing, inspections, calibrations, and vibration tests.

3. The Contractor will ensure compliance with all Federal, State and Local regulations concerning HVAC refrigerants, and have recovery equipment certified by the EPA per California regulations. All required Licenses & Certifications issue by the state, Including but not limited to a C-20,R-410A,IAQ or PM tech and EPA 608

3. Delivery of services

1. Contractor(s) shall be able to provide Dispatcher services – (24) hours a day, (7) days a week, including weekends and holidays, so that the Contractor(s) shall respond to calls for service to any City emergency, within (2) hour of notification.

2. The City expects the Contractor to give "priority" service to any call for a HVAC emergency failure in some city facilities when is deem a matter of equipment or public safety; there for a (2) hour emergency response is critical.

3. Work to be provided at various locations within all City Facilities owned or leased by the City. The hourly rate bid shall include all costs of labor, overhead and transportation. The hours for which payment shall be made will be for the time on the job site only.

4 Vendor/Contractor shall take all necessary precautions for the safety of the employees and or public on the work site and should erect and maintain at all time, all necessary safeguards for the protection of the workman and pubic.

5. All Contractor personnel working in or around city facilities shall wear distinctive uniform clothing and identification.

6 Bidders are required to provide pricing for standard labor hours as well as emergency hours on the Bid Submittal Form ATTACHMENT B.

4. Scope of Work

A. The contractor must be capable of making repairs or replacing equipment such as motors, pumps, pulleys, belts, compressors, gauges, instruments , filters, valves, piping, furnaces, boilers, or other appurtenances used to control the temperature, humidity, and air flow, and electrical lines, mechanical and control components are included.

B. The contractor shall furnish all labor, equipment, parts, and materials, to maintain and operate the respective HVAC systems in first class working order and operating condition at all times. The contractor shall provide the necessary transportation for workmen, materials, and equipment to fulfill the terms of the contract.

C. The City does not warrant that the equipment list is completely up to date, ATTACHMENT A. Bidders will have the opportunity to review the equipment listed.

D. It shall be the successful bidder's responsibility to update the equipment list the listing may not be entirely current and is not meant to be inclusive of all equipment covered under the contract; rather it should serve as an indication of the type and size of each system.

E. EXTRA WORK: Contractor shall, from time-to-time, be asked to perform Extra Work of varying types. Including but not limited to the following: Replacement of Spit systems, space heaters exhaust fans, completed ac units etc, Vendor shall prepare a written quote for all Extra Work, no such work may be performed without prior written authorization from The City of Monterey Park. Additional work will be charged base on the rates provided in Attachment B,

5. Maintenance Inspections/Reports

1. The City shall issue to the successful bidder inspection checklists, based off of the language set forth here within, specific to the piece of equipment. The successful bidder shall complete the equipment preventative maintenance inspections and provide relevant corrections to bring the system up to the prescribed standard.

Qualified Personnel

1. The contractor shall at all times provide sufficient numbers of qualified technicians to perform the work required and described herein. The contractor shall utilize journeyman technicians with at least 5 years' experience as a journeyman for all repairs and maintenance. Apprentice technicians shall be allowed to work directly under a journeyman should the task dictate two or more technicians are necessary. The technicians assigned to maintain mechanical systems will be qualified to service the equipment type under contract as well as all associated pneumatic, electric, and electronic controls. The technicians shall have significant experience in the field of HVAC system service.

6. Concurrent Operations

1. This contract is a nonexclusive contract with the City. The City reserves the right to use other contractors or its own employees to perform work similar to that being performed under the terms of this contract. Performance of work by others shall be construed as being consistent with the terms of this contract and shall not be cause for the contractor to cease performance of work as directed.

Licenses and Permits

1. The contractor shall, at his/her expense, procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The City will waive the cost of required City permits only.

Security and Access

1. The contractor may be required to work in areas which are under secured access. All secured areas shall be maintained in a secured condition and these areas shall be locked immediately upon completing the required work. The contractor's representative shall maintain a communications device at the expense of the contractor, in which City personnel can communicate with those persons in case of emergency.

7. Payment:

1. Payment will be based on: (a) City's acceptance of work, and (b) submitted documentation of service. Payment to Contractor will be made within thirty (45) calendar days of receipt and acceptance of the invoice, assuming there are no contested amounts.

8. Cancel Agreement:

1. The City has the right to cancel this AGREEMENT for convenience in accordance with, but not limited to, the terms of default as specified herein. In any of the following events the City at any time hereafter shall have the right to immediately terminate the AGREEMENT. In the event the contractor fails to keep and perform or shall violate any of the terms, covenants and conditions of the AGREEMENT on its part to be kept and performed, and the contractor shall not have cured or corrected such failure or violation within 10 days after written notice thereof shall have been given to the contractor; or immediately should the violation affect the health, safety and welfare of the contractor's employees, City employees or the public.

In the event the contractor shall, after 3-separate occasions during the term of this AGREEMENT, fail to keep and perform or shall violate any of the terms, covenants and conditions of this AGREEMENT, then the City has the right to terminate this AGREEMENT with no penalties to the City.

City of Monterey Park
320 W. Newmark Avenue
Monterey Park, CA 91754

Exhibit "B"
EQUIPMENT LIST
Page 1 of 4

City Hall				
Type	**MFG**	**MODEL #**	**SERIAL #**	**FILTERS**
Package Unit	Carrier	48HJD006-631	3796G20397	(2) 16 x 25 x 2
Package Unit	Carrier	48HJD006-631	3796G20398	(2) 16 x 25 x 2
Package Unit	Carrier	48HJE004-631	0997G20201	(2) 16 x 25 x 2
Package Unit	Carrier	48HJD005-631	1196G20233	(2) 16 x 25 x 2
Package Unit	Carrier	48HJD008-631	0997G30235	(4) 16 x 20 x 2
Package Unit	Carrier	48HJD008-631	1097G30342	(4) 16 x 20 x 2
Package Unit	Carrier	48HJD008-631	1097G30345	(4) 16 x 20 x 2
Package Unit	Lennox	CHA15-653-1G	Not Available	(2) 16 x 20 x 2
Package Unit	Carrier	48HJD005-631	2696G20225	(2) 16 x 25 x 2
Package Unit	Carrier	48SX-030060331AA	2996G10840	(1) 16 x 20 x 2
Package Unit	Carrier	48HJD006-631	1097G20448	(2) 16 x 25 x 2
Package Unit	Carrier	48HJE004-631	0997G20202	(2) 16 x 25 x 2
Package Unit	Carrier	48HJD008-631	4796G30383	(4) 16 x 20 x 2
Package Unit	Carrier	48HJD008-631	1097G30340	(4) 16 x 20 x 2
Package Unit	Carrier	48TMD008-A-601	1107G12116	(4) 16 x 20 x 2
Package Unit	Carrier	48TMD008-A-601	1207G30673	(4) 16 x 20 x 2
Package Unit	Carrier	48HJD006-631	3796G20396	(2) 16 x 25 x 2
Package Unit	Carrier	48SX-030060331AA	2996G10855	(1) 16 x 20 x 2
Package Unit	Carrier	48HJD008-631	0597G30301	(4) 16 x 20 x 2
Package Unit	Carrier	48HJD005-631	1296G20220	(2) 16 x 25 x 2
Package Unit	Carrier	48SX-024040321AA	4696G10370	(1) 16 x 20 x 2
Package Unit	Carrier	48SX-024040321AA	4696G10395	(1) 16 x 20 x 2
Package Unit	Carrier	48HJD012-631	0996G30256	(4) 20 x 20 x 2
Package Unit	Carrier	48HJD006-631	3496G20259	(2) 16 x 25 x 2
Package Unit	Carrier	Not Available	Not Available	(2) 16 x 25 x 2 (4) 25 x 25 x 2
Package Unit	Carrier	48HJD008-631	0397G30327	(4) 16 x 20 x 2
Package Unit	Carrier	48HJD006-631	3896G20334	(2) 16 x 25 x 2
Package Unit	Carrier	48HJD008-631	0397G30323	(4) 16 x 20 x 2
Package Unit	Carrier	48HJD012-631	0996G30261	(4) 20 x 20 x 2
Package Unit	Carrier	48HJD008-631	0597G30308	(4) 16 x 20 x 2

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PD Server
CIT Heatpump
3rd Phone Room

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Exhibit "B"
EQUIPMENT LIST
Page 2 of 4

Langley Center				
Type	**MFG**	**MODEL #**	**SERIAL #**	**FILTERS**
Package Unit	Carrier	48HJD008-531	4997G30262	(4) 16 x 20 x 2
Package Unit	Carrier	48HJD008-531	0298G30248	(4) 16 x 20 x 2
Package Unit	Carrier	50HJQ012-501	3895G30483	(4) 20 x 20 x 2
Package Unit	Carrier	50HJQ006-511	2902G40143	(2) 16 x 25 x 2
Package Unit	Carrier	50HJQ004-511	2802G50077	(2) 16 x 25 x 2
Package Unit	Carrier	50HJQ004-511	2802G50078	(2) 16 x 25 x 2
Package Unit	Carrier	50HJG006-511	2902G40142	(2) 16 x 25 x 2
Package Unit	Carrier	50QJ012510	3590G07385	(4) 20 x 20 x 2
Package Unit	Carrier	50QJ012510	3590G07379	(4) 20 x 20 x 2
Package Unit	Carrier	48TJE004-501GA	0896G20891	(2) 16 x 25 x 2
Package Unit	Carrier	48TJD007-501	4495G20329	(2) 16 x 25 x 2
Package Unit	Carrier	48TJD007-501	4495G20332	(2) 16 x 25 x 2
Package Unit	Carrier	48TJE004-501GA	0896G20892	(2) 16 x 25 x 2
Package Unit	Carrier	48TMD025-511QA	Not Available	(8) 16 x 20 x 2

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Pool House				
Type	**MFG**	**MODEL #**	**SERIAL #**	**FILTERS**
Furnace	Reznor	CRPBL400-S2J	3ASI521DF07	(4) 12 x 25 x 2
				(1) 16 x 25 x 2
				(1) 16 x 30 x 2
				(4) 12 x 30 x 2
Supply Fan	Not Legible	RSF-100-7	93L08265	(4) 12 x 25 x 1
Supply Fan	Not Legible	RSF-90-5X	93I16076	(4) 12 x 20 x 1
Supply Fan	Not Legible	RSF-90-5X	93I16077	(4) 12 x 20 x 1

4

Gym				
Type	**MFG**	**MODEL #**	**SERIAL #**	**FILTERS**
Package Unit	Lennox	GCS16-653-75-5G	5692K02513	(1) 20 x 25 x 2
Package Unit	Lennox	GCS16-823-135-1G	5692M00475	(4) 16 x 20 x 2
Package Unit	Lennox	GCS16-823-135-1G	5692K01005	(4) 16 x 20 x 2
Package Unit	Lennox	GCS16-653-75-5G	5692K02830	(1) 20 x 25 x 2
Package Unit	Carrier	48GXN036060301	2001G15059	(1) 16 x 20 x 1
Package Unit	Lennox	GCS16-653-75-5G	5692K02832	(1) 29 x 25 x 2
Package Unit	Carrier	50TJQ006—301GA	1598G20026	(2) 16 x 24 x2
Package Unit	Carrier	50TJQ006—301GA	1598G20024	(2) 16 x 25 x 2

8

City Yard				
Type	**MFG**	**MODEL #**	**SERIAL #**	**FILTERS**
Condensing Unit	Carrier	38TRA036—330	2899E29957	N/A
Package Unit	Carrier	48GX/024040301	2999G11071	(2) 20 x 20 x 1

2

Exhibit "B"
EQUIPMENT LIST
Page 3 of 4

Parks

Shop				
Type	**MFG**	**MODEL #**	**SERIAL #**	**FILTERS**
Condensing Unit	Carrier	25HBR318A330	2507E13198	N/A
Fan Coil	Carrier	FA4CNF018000AAAA	2607A69535	(1) 14 x 20 x 1

Water Dept.				
Type	**MFG**	**MODEL #**	**SERIAL #**	**FILTERS**
Condensing Unit	Carrier	38YKC048300	5097E0413	N/A
Fan Coil	Carrier	FB4ANF060000AEAA	3097A23097	(1) 20 x 20 x 1

Maintenance				
Type	**MFG**	**MODEL #**	**SERIAL #**	**FILTERS**
Package Unit	Carrier	48GXN0360501	2001G11043	N/A
Wall Unit	Bard	WAZ41-A00XX4WWW	140J9812GZ843-02	(1) 20 x 30 x 1

Outdoor Theater				
Type	**MFG**	**MODEL #**	**SERIAL #**	**FILTERS**
Condensing Unit	Mitsubishi	PUH30EK	7XE00045A	N/A
Fan Coil	Mitsubishi	MUH12NN	8000373T	Washable
Condensing Unit	Mitsubishi	PUH30EK	7XE00046A	N/A
Fan Coil	Mitsubishi	MUH12NN	8000375T	Washable

Firestation 61				
Type	**MFG**	**MODEL #**	**SERIAL #**	**FILTERS**
Package Unit	Carrier	48GSN024040301	4300G10118	(2) 10 x 20 x 1
Package Unit	Carrier	48SX-060100521AA	0498G10368	(2) 25 x 25 x 1
Package Unit	Carrier	48SX-060100521AA	0498G10367	(2) 20 x 25 x 1
Package Unit	Carrier	48SX-060100521AA	4798G11193	(1) 20 x 20 x 2

Firestation 62				
Type	**MFG**	**MODEL #**	**SERIAL #**	**FILTERS**
Package Unit	Carrier	48GS-048090301	0600G10241	(3) 12 x 23 x 1

Firestation 63				
Type	**MFG**	**MODEL #**	**SERIAL #**	**FILTERS**
Package Unit	York	D8YP-F042N042N080XA	N0680-10309	(2) 20 x 20 x 1

2
2
2
2
4
4
1
1

Exhibit "B"
EQUIPMENT LIST
Page 4 of 4

Bruggemery Library				
Type	**MFG**	**MODEL #**	**SERIAL #**	**FILTERS**
Package Unit	Carrier	48GSN018040301	1505G12361	(3) 12 x 20 x 1
Package Unit	Carrier	48GSN018040301	075G12176	(3) 12 x 20 x 1
Package Unit	Carrier	48GSN018040301	1405G31078	(3) 12 x 20 x 1
Package Unit	Carrier	48HJD012-671	1505G11517	(4) 20 x 20 x 2
Package Unit	Carrier	48HJD012-671	1005G20718	(4) 20 x 20 x 2
Package Unit	Carrier	48HJD012-671	1305G20657	(4) 20 x 20 x 2
Package Unit	Carrier	48TMD025-611	1205F10256	(8) 16 x 20 x 2
Package Unit	Carrier	48HJD007-651	3005G20496	(4) 16 x 16 x 2
Package Unit	Carrier	48HJD007-651	3005G20489	(4) 16 x 16 x 2
Package Unit	Carrier	48HJD007-651	3005G20487	(4) 16 x 16 x 2
Package Unit	Carrier	48HJD009-651	205G30706	(4) 20 x 20 x 2
Package Unit	Carrier	48HJD009-651	2505G30700	(4) 20 x 20 x 2
Package Unit	Carrier	48HJD007-651	3005G20494	(4) 16 x 16 x 2
Package Unit	Carrier	48HJD012-671	1005G11467	(4) 20 x 20 x 2
Package Unit	Carrier	48HJD012-671	1105G20641	(4) 20 x 20 x 2
Package Unit	Carrier	48HJD009-651	3205G20768	(4) 20 x 20 x 2
Package Unit	Carrier	48HJD017-681	3205F16262	(8) 16 x 20 x 2
Package Unit	Carrier	48HJL006-641	3005G50320	(2) 16 x 25 x 2
Package Unit	Carrier	48HJL006-641	3005G50319	(2) 16 x 25 x 2
Package Unit	Carrier	48HJD007-651	3005G20484	(4) 16 x 16 x 2
Package Unit	Carrier	48HJD007-651	1505G40359	(2) 16 x 25 x 2
Package Unit	Carrier	48HJD014-661	3105G50706	(4) 20 x 20 x 2
Package Unit	Carrier	48HJD012-671	1005G20632	(4) 20 x 20 x 2
Package Unit	Carrier	48HJL006-641	3005G50321	(2) 16 x 25 x 2
Package Unit	Carrier	48HJD009-651	2505G30707	(4) 20 x 20 x 2

25

Sierra Vista 2
Garvey 5
Boys scouts - HFS 1
Senior Civic 3

ATTACHMENT "B"

Proposal Fee Sheet

A. Regular Business Hours are, 7:30 am to 5:30 pm Monday to Friday.
B. Holidays rates go into effect on the holiday observed by the City.
C. Related Expenses/Travel expenses- All costs including travel are to be included in your proposal. The City will not accept any additional costs.

	Single	Team
Regular Time:	$ 120.00	$ 120.00
Overtime:	$ 180.00	$ 180.00
Emergency Call	$ 180.00	$ 180.00
Holidays:	$ 240.00	$ 240.00
Other Related Expenses	$75 truck Charge per work order	$75 Truck Charge per work order

ATTACHMENT "C"

General Maintenance

1. Check filters and change if needed
2. Inspect the entire system
3. Check all controls including thermostats, and damper operators when necessary
4. Check operation and condition of all components
5. Adjust and check motors, starters, valves, drives, and accessories
6. Lubricate all moving parts, motors, bearings, etc., add compressor oil as needed
7. Clean spray nozzles and air-cooled condensers
8. Acid clean condenser and evaporator coils
9. Check for refrigerant leaks and recharge if needed.
10. Adjust and lubricate damper linkage
11. Inspect air dampers and damper motors
12. Check and adjust: Gas fired unit heaters, heating equipment controls
13. Inspect all interconnecting refrigerant, condenser water and chilled water piping
14. Inspect all insulation on the equipment and refrigerant piping
15. Inspect all capacity, temperature, and safety devices which control the equipment
16. Inspect stream traps and manual service valves at the equipment
17. Inspect electric wiring from the starter to the motor
18. All refrigerants shall be recovered and recycled in accordance with all applicable federal, state and local regulations
19. Verify operation of garage carbon monoxide and nitrous dioxide sensors
20. Check/Monitor and respond to computer control alarms.
21. All belts shall be replaced annually and coil cleaning shall be performed annually
22. Inspect and clean condensation pans and lines
23. Inspect and adjust tension on all belts and replace when necessary
24. Inspect and adjust all relays, contactors, switches, and controls as required
25. Check and maintain compressor oil levels
26. Check and adjust thermostatic expansion valves as required
27. Inspect equipment for rust and corrosion
28. Check and inspect thermostat
29. Install gauges and monitor pressure drops across filter banks and replace when pressure drop exceeds acceptable levels.
30. Tighten all electrical connections
31. Check Freon charge and repair leaks if necessary

<u>Air Handler Unit</u>

Dampers: Lubricate bearings; check for proper operation; adjust and calibrate; clean surfaces; tighten connections.
Filters: Clean and replace as required
Heating and Cooling Coils: Clean coils; check for leaks; inspect for corrosion
Motor: Inspect contacts and starter; check for vibration; tighten electrical connections; tighten mountings; lubricate motor
Fan: Clean and inspect; check for vibrations; check fan rotation

Air Cooled Condenser

Perform necessary startups and shutdowns
Motor: Inspect motor mounts and tighten; inspect coils and contacts; tighten electrical Connections; lubricate motor bearings
Fan: Check fan for alignment; check shaft for alignment; lubricate bearings; check for bearing temperature; check all belts/couplings; align couplings; tighten mounting bolts.
Condenser Coil: Clean all surfaces; comb bent fins; check for leaks; check for vibration
Frame: Check for damage; clean surface; treat for corrosion; tighten all bolts.

Exhaust Fans

Lubricate fan bearings as required; lubricate motor bearings as required; adjust belt or replace as required; measure supply voltage; measure motor amperage draw; inspect and tighten mounts; tighten electrical terminals; inspect and clean blower wheel.

ATTACHMENT "D"

CITY OF MONTEREY PARK
BID FOR ON-CALL HVAC SERVICES CURRENT AGENCY OR BUSINESS REFERENCES This form must be included as part of the sealed bid proposal. References from three governmental agencies or other similar accounts for which bidder currently provides HVAC services are required.

1. AGENCY/COMPANY NAME: Volunteers of America PHONE NO.: 310-595-0224 ADDRESS:
3600 Wilshire blvd, #1500, Los Angeles, CA 90010
CONTACT PERSON:
David Lettas
DATE SERVICES STARTED:
1998
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: Over 100+ Sites in operation throughout greater Los Angeles area. provide maintenance and service repairs and new equipment installation.

2. AGENCY/COMPANY NAME: Raleigh Studios PHONE NO.: 310-899-8900 ADDRESS:
5300 Melrose Ave, Hollywood, CA 90038
CONTACT PERSON:
Tino Vizcaino
DATE SERVICES STARTED:
2002
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: Multiple buildings and stages on the property

3. AGENCY/COMPANY NAME: Los Angeles Unified PHONE NO.: 310-808-1500 ADDRESS: School District
17729 S. Figueroa St, Gardena, CA 90248
CONTACT PERSON:
James Chung
DATE SERVICES STARTED:
2013
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: all Schools throughout the district.

WBENC Women's Business Enterprise National Council

hereby grants

National Women's Business Enterprise Certification

to

Barberio Enterprise Inc
dba
Westco Service Company

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council – West, a WBENC Regional Partner Organization.

Certification Granted: 6/30/2014
Expiration Date: 06/30/2017
WBENC National Certification Number: 2005124679

Pamela Williamson, Ph.D

Authorized by Pamela S. Williamson, Ph.D., President/CEO
Women's Business Enterprise Council – West

Women's Business Enterprise Council West

NAICS Codes: 238220

UNSPSC Codes: 72151200, 72151201, 72151204, 72151205, 72101510, 72151100, 72151207, 72151206

THIS CERTIFIES THAT

Barberio Enterprises Inc
Westco Service Company

NMSDC
National Minority Supplier Development Council

* Nationally certified by the: **SOUTHERN CALIFORNIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 238220

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

05/01/2016

Issued Date

SC04136

Certificate Number

Joset Wright-Lacy

Joset B. Wright-Lacy

Virginia Gomez

05/01/2017

Expiration Date

Virginia Gomez, President

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

State of California
APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION AFFIDAVIT
DEPARTMENT OF INDUSTRIAL RELATIONS

PWCR NUMBER: 1000000840

CONTRACTOR INFORMATION

Contractor Name: BARBERIO ENTERPRISES INC

Trade Name(s): WESTCO SERVICE COMPANY

License Type Number(s): CSLB 670542

REGISTRATION INFORMATION
Type: Renewal
Fiscal Year: 2016

Contractor Mailing Address:
9691 SUNLAND BLVD
SHADOW HILLS CA 91040
COUNTY: LOS ANGELES

Contractor Physical Address:
9691 SUNLAND BLVD
SHADOW HILLS CA 91040
COUNTY: LOS ANGELES

Email Address: SARA@WESTCOSERVICE.COM

WORKERS COMPENSATION

PROFESSIONAL EMPLOYER ORGANIZATION (PEO)

Do you lease employees through Professional Employer Organization? ☐ Yes ☑ No

INSURED BY CARRIER

Policyholder Name: BARBERIO ENTERPRISES INC

Insurance Carrier: REPUBLIC UNDERWRITERS INSURANCE COMPANY

Policy Number: ATW 002921-01

Inception Date: 08/05/2014 Expiration Date: 08/05/2015

CERTIFICATION

☑ Yes ☐ No I certify that I do not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award.

☑ Yes ☐ No I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

☐ Yes ☑ No Section 1725.5 requires all contractors, as defined by California Labor Code section 1722.1, to be registered prior to bidding on public works projects on or after March 1, 2015, or for all public works projects awarded on or after April 1, 2015. Have you bid on a public works project after March 1, 2015, or were you awarded a public works project after April 1, 2015, without first being registered with the Department of Industrial Relations?

☑ Yes ☐ No I certify, where applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code CSLB.

I, SARA BARBERIO the undersigned, am SECRETARY , BARBERIO ENTERPRISES INC with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information could result in the certification being canceled.
I certify this on: 07/07/2015

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
United Agencies Inc.
450 N Brand Blvd #820
Glendale CA 91203

CONTACT NAME: Bethany Lee
PHONE (A/C, No, Ext): 818-643-2304 FAX (A/C, No): 818-643-2313
E-MAIL ADDRESS: blee@unitedagencies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Financial Pacific Insurance Company	31453
INSURER B: Allmerica Financial Benefit Insuran	41840
INSURER C: Insurance Company of the West	27847
INSURER D: National Union Fire Insurance Compa	19445
INSURER E:	
INSURER F:	

INSURED WESTC25
Westco Service Company;
Barbeno Enterprises, Inc.
9691 Sunland Blvd
Shadow Hills CA 91040

COVERAGES CERTIFICATE NUMBER: 1725724415 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	Y	Y	60463848	7/1/2016	7/1/2017	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			AW3A673724 01	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
D	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			EBU023355336	7/1/2016	7/1/2017	EACH OCCURRENCE	$10,000,000
							AGGREGATE	$10,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WSD5034397-00	8/5/2016	8/5/2017	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

As respects GL: Cedars-Sinai Medical Center, LP; Lincoln Property Company Commercial, Inc.; LPC West, LLC; 6500 Wilshire are included as Additional Insureds if required per written contract as per form #CG2010R-1211 attached; including Primary Non-Contributory and Waiver of Subrogation. Subject to all policy terms, conditions & exclusions. 30 days NOC except 10 for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CORNERSTONE
PREFERRED INSURANCE
A MEMBER OF UNITED AGENCIES, INC.

450 NORTH BRAND BLVD. SUITE 820 . GLENDALE . CALIFORNIA 91203

January 26, 2017

To Whom it May Concern:

Re: Barberio Enterprises, Inc. (A Corp)
Westco Service Company

The following is the Workers' Compensation Experience Modification History with the corresponding years for the above referenced:

2016	0.72
2015	0.72
2014	0.89
2013	1.19
2012	1.25
2011	1.06
2010	0.83

Thank you.

Sincerely,

Kari Janzen
Senior Account Manager

/klj

(818) 643-2300 . FAX (818) 643-2313 . CORNERSTONEPREF.COM
LICENSE # 0E70987

FEDERATED INSURANCE®

121 East Park Square • P.O. Box 328 • Owatonna, MN 55060
Phone: (507) 455-5200 • (800)-533-0472

March 16, 2017

RE: CONTRACT BONDING REFERENCE LETTER

To Whom it May Concern:

Barberio Enterprises Inc has been a bonding client of Federated Mutual Insurance Company for 3+ years. Please accept this confirmation that we handle the bonding for Barberio Enterprises Inc. Federated Mutual Insurance Company is listed in the Department of Treasury Circular 570 and is rated A+ (Superior) by A.M. Best Company, with a financial size of XV ($2 billion or greater).

Barberio Enterprises Inc has a bonding capacity of $800,000 per job with no aggregate. If Barberio Enterprises Inc were to need bonding in excess of the limits established, we would gladly consider their request subject to underwriting review.

Federated Mutual Insurance Company is licensed to do business in California. The bond contact person is Lisa Roushar, 1929 South Cedar Ave, Owatonna, MN 55060.

Please understand that this letter is issued as a bonding reference letter and is not an assumption of liability or a bond. As such, we assume no liability to third parties or to you, if for any reason we do not execute bonds.

Let me know if you have any questions or need additional information for this valued client.

Sincerely,

Lisa Roushar

Lisa Roushar, AFSB Bond Underwriter/Attorney-In-Fact
Federated Insurance – Bond Underwriting
1929 South Cedar Ave
Owatonna, MN 55060
O: 800-533-0472 Ext. 455-5215 F 507-446-4704 E: llroushar@fedins.com

Notary Public

MICHELE PEARL ROHWER
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2019

State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

License Number **670542** Entity CORP

Business Name BARBERIO ENTERPRISES INC DBA
WESTCO SERVICE CO

Classification(s) C20 C36 B

Expiration Date 05/31/2017 www.cslb.ca.gov

City Council Staff Report

DATE: May 3, 2017

AGENDA ITEM NO: New Business Agenda Item 6-L.

TO: The Honorable Mayor and City Council

FROM: Tito Haes, Interim Director of Public Works

SUBJECT: On-Call Facilities Painting Services

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a three-year on-call maintenance contract, in a form approved by the City Attorney, with Irma Leticia Cobain, DBA R & L Quality Painting Inc., in the amount of $150,000 for on-call facilities painting services.
2. Taking such additional, related, action that may be desirable

EXECUTIVE SUMMARY:

Staff recently completed the bidding process for on-call facilities painting maintenance services. Notices Inviting Bids (NIB's) were sent to five local, painting contractors and one bid was received. Staff recommends the City Council authorize the City Manager to enter into a three-year on-call maintenance contract, pursuant to MPMC Chapter 3.100, with Irma Leticia Cobain, DBA R & L Quality Painting, Inc., in the amount of $150,000.

BACKGROUND:

Throughout the course of the year, staff requires the use of an outside painting contractor to perform larger scale painting jobs within the 21 buildings maintained by the Public Works Department. Painting jobs are labor intensive and take away our limited in-house facilities maintenance personnel (total of 3 full time employees) from other maintenance tasks.

Staff recently completed the bidding process for on-call facilities painting services. NIB's were sent to the following five (5) local painting contractors:

AJ Fistes	Long Beach, CA
Kaleido Painting Inc.	El Monte, CA
R&L Quality Painting Inc.	Rosemead, CA
Best Choice Painting Inc.	Los Angeles, CA
Mulligans Painters Inc.	Culver City, CA

Staff received one proposal from R & L Quality Painting Inc. Following is a table summarizing the fee rates from R & L Quality Painting Inc:

R&L Quality Painting Inc.	Apprentice Painter	Journeyman Painter
Regular Time:	$46.00 Per Hour	$46.00 Per Hour
Overtime:	$69.00 Per Hour	$69.00 Per Hour
Emergency Call	$69.00 Per Hour	$69.00 Per Hour
Holidays:	$92.00 Per Hour	$92.00 Per Hour

R & L Quality Painting, Inc.'s rates are consistent with the industry norms and its references provided positive responses.

Based on past budget history, staff anticipates spending $50,000 per year on facility painting maintenance services, including labor and materials.

FISCAL IMPACT:

There are funds available in the approved FY 2016-17 budget under General Fund account 0010-4210-38100 for facilities painting maintenance services.

Respectfully submitted by:

Tito Haes
Interim Public Works Director

Prepared by:

Niles Boyer
Interim Public Works
Maintenance Manager

Approved by:

Ron Bow
Interim City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachments:

1. Request For Proposals – On Call Painting Services
2. Proposal – R & L Quality Painting

ATTACHMENT 1
Request For Proposals – On Call Painting Services

City of Monterey Park

REQUEST FOR PROPOSAL
RFP NO. 17-101
FOR

ON-Call Painting and Repairs Services

KEY RFP DAYS

Issue Due: March 9, 2017

Proposal Due Date: March 24, 2017 at 10am

SEND TO:

City of Monterey Park
Attention: Ernie Torrecillas, Facilities Maintenance Supervisor
Re: RFP No. 17-101
320 W Newmark Avenue
Monterey Park, CA 91754

NOTICE INVITING SEALED BIDS
FOR

ON-Call Painting and Repair Services

IN THE CITY OF MONTEREY PARK

(BID IN ACCORDANCE WITH MONTEREY PARK MUNICIPAL CODE CHAPTER 3.100 FOR MAINTENANCE SERVICES)

TAKE NOTICE that the City of Monterey Park invites sealed bids for the above project and will receive such bids in the offices of the City Clerk, 320 W Newmark Ave, Monterey Park, California 91754, up to the hour of 10:00 a.m. on:

THURSDAY, March 24, 2017

at which time they will be publicly opened.

The City's standard maintenance service contract incorporates the provisions of the California Labor Code and requires the successful bidder to comply with the prevailing rates of wages and apprenticeship employment standards established by the Department of Industrial Relations.

x☐APPLICABLE IF BOX IS CHECKED: The contractor to whom the contract is awarded must assist in locating, qualifying, hiring and increasing the skills of minority group employees and applicants for employment, as set forth in Executive Order Nos. 11246 and 11375.

Minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

Note that a bid bond is ☐ (the City Engineer estimates project will exceed $30,000) is not ☐ (project will not exceed $30,000) required for this bid.

Note that a performance bond is ☐is not ☐X required for this bid.

Note that the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. Pursuant to California law, the City must find bids failing to comply with all applicable Labor Code requirements including, without limitation, Labor Code §§ 1725.5 and 1771.4, to be nonresponsive.

DATED this 9 day of March, 2017.

CITY OF MONTEREY PARK, CALIFORNIA

____
City Clerk

BIDDING INSTRUCTIONS

1 **DEFINITIONS**. Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in these Bidding Documents. Words and phrases not defined in this Section have the meaning set forth in the Monterey Park Municipal Code ("MPMC") or applicable law.

1.1 "Addenda" means written or graphic instruments issued by the City before the Bid Deadline that modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.

1.2 "Alternate" means a proposed change in the maintenance services, as described in the Bidding Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.

1.3 "Bid Deadline" means the date and time designated in the Notice for Bids as the last date and time for receipt of Bids, as may be revised by Addenda.

1.4 "Bidder" means a person or firm that submits a Bid.

1.5 "Bidding Documents" means the construction documents prepared and issued for bidding purposes including all Addenda.

1.6 "Contract Documents" means the Notice Inviting Bids; Instructions to Bidders; Supplementary Instructions to Bidders; Bid; the Maintenance Service Agreement; Supplementary Conditions; Exhibits; Technical Specifications; Addenda; Notice to Proceed; Notice of Completion; and all other documents identified in the Contract Documents which together form the contract between the City and the Contractor for the Work. The Contract Documents constitute the complete agreement between the City and the Contractor and supersede any previous agreements or understandings.

1.7 "Lump Sum Base Bid" means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including unit price items or Alternates.

1.8 "Unit Price" means an amount stated in the Bid for which Bidder offers to perform the Unit Price Work for a fixed price per unit of measurement.

1.9 "Work" means the Scope of Work identified in the Contract Documents for which the Notice Inviting Bids is issued.

2 **BIDDER'S REPRESENTATIONS.** By making its Bid, Bidder represents that:

2.1 Bidder read, understood, and made the Bid pursuant to the requirements in the Bidding Documents.

2.2 Bidder visited the Project site and is familiar with the conditions under which the Work will be performed and the local conditions as related to the Contract Documents.

2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents.

2.4 Bidder and all Subcontractors, regardless of tier, have the appropriate current licenses issued by the State of California Contractor's State License Board for the Work to be performed. If Bidder is a joint venture, the Bidder will have a joint venture license appropriate for the performance of the work, and each member of the joint venture will likewise have the appropriate license. Business and Professions Code §§ 7000-7191 establish licensing requirements for contractors. If a Bidder, that is a specialty contractor, submits a Bid involving 3 or more specialized building trades, the work of which is more than incidental and supplemental to the performance of the Work for which Bidder holds a specialty contractor license, Bidder must also hold either (1) a specialty contractor "C" license in each such trade, (2) a General Engineering contractor "A" license, or (3) a General Building contractor "B" license. This requirement is applicable whether or not Bidder lists a Subcontractor for each such trade.

2.5 If licensure or proper licensure is controverted, then proof of licensure pursuant to this section must be made by production of a verified certificate of licensure from the Contractors' State License Board which establishes that the individual or entity bringing the action was duly licensed in the proper classification of contractors at all times during the performance of any act or contract covered by the action. Nothing in this subdivision requires any person or entity controverting licensure or proper licensure to produce a verified certificate. When licensure or proper licensure is controverted, the burden of proof to establish licensure or proper licensure is on the licensee.

2.6 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.

2.7 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on Bidder's behalf.

2.8 Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.

2.9 The Bidder has paid the City's business license fee(s).

3 **BIDDING DOCUMENTS.**

3.1 Bidders may obtain complete sets of the Bidding Documents from the City's Public Works Department for the sum stated in the Notice for Bids.

3.2 Bidders will use a complete set of Bidding Documents in preparing Bids.

3.3 The City makes copies of the Bidding Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Bidding Documents.

4 **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.**

4.1 Before submitting its Bid, Bidder will carefully study and compare the various documents comprising the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; will examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and will at once report to the City's Representative errors, inconsistencies, or ambiguities discovered.

4.2 Requests for clarification or interpretation of the Bidding Documents will be addressed to the City's Representative.

4.3 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner will not be binding and Bidders will not rely upon them.

5 **PRODUCT SUBSTITUTIONS**. No substitutions will be considered before award of Contract. Substitutions will only be considered after award of the Contract and as provided for in the Contract Documents.

6 **SUBCONTRACTORS.**

6.1 Each Bidder will list in the Bid Form all first-tier Subcontractors that will perform work, labor or render such services. The Bid Form contains spaces for the following information when listing Subcontractors: (1) Work Activity; (2) name of Subcontractor; (3) city of Subcontractor's business location. Failure to list any of these items on the Bid Form will result in the City treating the Bid as if no Subcontractor was listed for the Work and that Bidder represents to the City that it is fully qualified to perform that portion of the Work and will perform do so.

6.2 Subcontractors listed in the Bid Form will only be substituted after the Bid Deadline with the City's written consent in accordance with California law.

7 ADDENDA.

7.1 Addenda will be in writing and issued only by the City. Addenda will be mailed or delivered to all who are known by the City to have received a complete set of Bidding Documents and who have provided a street address for receipt of Addenda.

7.2 Copies of Addenda will be made available for inspection at the City's Public Works Department.

7.3 The City will issue Addenda so that they are received by prospective Bidders not later than three (3) business days before the Bid Deadline. Addenda that withdraw the request for Bids or postpone the Bid Deadline may be issued anytime before the Bid Deadline.

7.4 Each Bidder is responsible for ensuring that it has received all issued Addenda before issuing a Bid.

8 FORM AND STYLE OF BIDS

8.1 Bids will be submitted on the Bid Form included with the Bidding Documents. Bids not submitted on the City's Bid Form will be rejected.

8.2 All blanks on the Bid Form will be filled in legibly in ink or by typewriter.

8.3 Bidder's failure to submit a price for any Alternate or unit price will result in the Bid being considered as nonresponsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, enter "No Change."

8.4 Each Bidder must fill out the "Bidders Statement of Past Contract Disqualifications" form stating any and all instances of contract disqualifications due to a violation of a law or safety regulation. The Bidder must explain the circumstances of each disqualification. The City may reject the bid based on such information.

8.5 Bidder will make no stipulations on the Bid Form nor qualify the Bid in any manner.

8.6 The Bids will be based upon full completion of all the Work as shown on the plans and specifications. It is expressly understood that the plans are drawn with as much accuracy as is possible in advance, but should errors, omissions or discrepancies exist in the plans which show conditions that vary from those encountered in construction, the Bidder (if awarded the Contract) specifically agrees to construct a completed work ready for the use and in the manner which is intended. In the event of increasing or decreasing of work, the total amount of work actually done or materials or equipment furnished must be paid for according to the unit or lump sum price established for such work under the contract, wherever such unit or lump sum price has been established. In the event no prices are named in the contract to cover such changes or alterations, the cost of such changes must be covered as extra work.

8.7 The Bid Form will be signed by a person or persons legally authorized to bind Bidder to a contract. Bidder's Representative will sign and date the Declaration included in the Bid Form. Failure to sign and date the declaration will cause the Bid to be rejected.

9 BID SECURITY

9.1 If indicated on the Notice Inviting Bids, each Bid will be accompanied by Bid Security, in the amount of 10% of the Lump Sum Base Bid as security for Bidder's obligation to enter into a Contract with the City on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Security will be a Bid Bond on the form provided by the City or a certified check made payable to "City of Monterey Park." When a Bond is used for Bid Security, failure to use the City's Bid Bond form will result in the rejection of the Bid.

9.2 If the apparent lowest responsible Bidder fails to sign the Agreement and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, the City will disqualify such Bidder and select the next apparent lowest responsible Bidder until all bids have been exhausted or the City may reject all bids. In such an event, the disqualified Bidder will be liable for and forfeit to the City the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the disqualified Bid and the larger amount for which the City procures the Work.

9.3 If a Bid Bond is submitted and an attorney-in-fact executes the Bid Bond on behalf of the surety, a notarized and current copy of the power of attorney will be affixed to the Bid Bond. The surety issuing the Bid Bond will be listed in the latest published State of California, Department of Insurance list of, "Insurers Admitted to Transact Surety Insurance in This State."

9.4 The City will retain Bid Security until the occurrence of one of the following:

9.4.1 All items required by the Bidding Documents have been furnished and the Agreement has been signed by the successful Bidder and the City.

9.4.2 The specified time has elapsed during which Bids may be withdrawn.

9.4.3 All Bids have been rejected.

9.5 The Bid Form, Bid Security, and all other documents required to be submitted with the Bid will be enclosed in a sealed opaque envelope. The envelope will be addressed to the City Clerk. The envelope will be identified with the Project name, Bidder's name and address, and, if applicable, the designated portion of the Project for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope will be enclosed in a separate mailing envelope labeled as follows: "SEALED BID ENCLOSED."

9.6 Bids will be deposited at the designated location on or before the Bid Deadline. A Bid received after the Bid Deadline will be returned to Bidder unopened.

9.7 Bidder will assume full responsibility for timely delivery at the location designated for receipt of Bids.

9.8 Oral, telephonic, facsimile, or telegraphic Bids are invalid and will not be accepted.

10 **MODIFICATION OR WITHDRAWAL OF BID**.

10.1 Before the Bid Deadline, a submitted Bid may be modified or withdrawn. Notice of such action will be given to the City in writing and signed by the Bidder's authorized representative. A change so made will be so worded as not to reveal the amount of the original Bid.

10.2 A withdrawn Bid may be resubmitted up to the Bid Deadline, provided that it then fully complies with the Bidding Requirements.

10.3 Bid Security will be in an amount sufficient for the Bid as modified or resubmitted.

10.4 Bids may not be modified, withdrawn, or canceled within sixty (60) days after the Bid Deadline unless otherwise provided in Supplementary Instructions to Bidders.

11 **OPENING OF BIDS**. Bids submitted in the manner required by these instructions and are received on or before the Bid Deadline will be opened publicly.

12 **REJECTION OF BIDS.**

12.1 The City will have the right to reject all Bids.

12.2 The City will have the right to reject any Bid not accompanied by the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way materially incomplete or irregular.

13 AWARD

13.1 The City may retain all bids for a period of sixty (60) days for examination and comparison, and to delete any portion of the work from the contract.

13.2 The City may waive nonmaterial irregularities in a Bid and to accept the lowest responsive Bid as determined by The City.

13.3 The City has the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents.

13.4 The City will determine the low Bidder on the basis of the sum of the Lump Sum Base Bid plus all unit prices multiplied by their respective estimated quantities as stated in the Bid Form, if any, plus the Contractor Delay Damages multiplied by the "multiplier" as stated in the Bid Form, plus the amounts of all accepted Alternates.

13.4.1 Inclusion of Contractor Delay Damages within the Bid Form is solely for the purpose of determining the low bidder and establishing the City's maximum daily liability as a result of City delays to Contractor, if any, and City has no obligation to pay any daily Contractor Delay Damages except as provided for in these Contract Documents for Compensable Delays. In the event that City becomes liable to Contractor for compensable delays, City agrees to pay Contractor the daily Contractor Delay Damages set forth in the Proposal Form or Contractor's actual daily delay damages, whichever is less, for each day of Compensable Delay as provided for by these Contract Documents.

13.5 The City will select the apparent lowest responsive and responsible Bidder and notify such Bidder within thirty (30) days (unless number of days is modified in Supplementary Instructions to Bidders) after the Bid Deadline or reject all bids. Within ten (10) days after receiving the City's notice that Bidder was selected as the apparent lowest responsible Bidder, Bidder will submit to the City all of the following items:

13.5.1 Three originals of the Agreement signed by Bidder.

13.5.2 Three originals of the Labor and Materials Bond.

13.5.3 Three originals of the Performance Bond (if applicable).

13.5.4 Three originals of the Noncollusion Affidavit.

13.5.5 Certificates of Insurance on form provided by the City.

13.5.6 Names of all Subcontractors, with their addresses, telephone number, facsimile number, trade on Bidders' company stationery. Evidence, as required by the City, of the reliability and responsibility of the proposed Subcontractors such as statements of experience, statements of financial condition, and references.

13.5.7 Preliminary Contract Schedule.

13.5.8 Selection of Retention Options and Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention. If not submitted, the City will withhold retention.

13.5.9 Cost Breakdown.

13.6 Before award of the Contract, the City will notify Bidder in writing, if the City objects to a Subcontractor proposed by Bidder, in which case Bidder will propose a substitute acceptable to the City. Failure of the City to object to a proposed Subcontractor before award will not preclude the City from requiring replacement of any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated before award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.

13.7 If Bidder submits the three original signed Agreements and all other items within ten (10) days after receiving the City's notification, and all such items comply with the requirements of the Bidding Documents, the City will award the Contract to Bidder by signing the Agreement and returning a signed copy of the Agreement to Bidder.

13.8 If the City consents to the withdrawal of the Bid of the apparent lowest responsible Bidder, or the apparent lowest responsible Bidder fails or refuses to sign the Agreement or submit to the City all of the items required by the Bidding Documents, within ten (10) days after receiving the City's notification, or the City determines that the Bidder is not financially or otherwise qualified to perform the Contract, the City may reject such Bidder's Bid and select the next apparent lowest responsible Bidder, until all bids are exhausted, or reject all Bids.

On-Call Painting and Repair Services

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

Please state all instances of being disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

   Yes ☐ No ☐

2. If yes, explain the circumstances:

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Bidder's Signature

INSURANCE REQUIREMENTS
[MUST BE SUBMITTED WITH PROJECT PROPOSAL]

To be awarded this contract, the successful bidder must 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:	$2M default
Business automobile liability	$1M default
Workers compensation	Statutory requirement.

Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must 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 must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance must 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 must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Consultant must 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 must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Consultant 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.

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 consultant. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

______________________ ______________________

Date Bidder

I. INSTRUCTIONS AND CONDITIONS

A. No bid proposal will be considered for award unless submitted in the bid format described in this Request for Proposal (RFP). The bid must be fully completed and executed. Bidders shall send three (3) copies of the completed proposals which will include; two (2) bound and one (1) unbound copies with a copy of this RFP attached to the front of each proposal, with appropriate responses included.
Format: Proposal should be 8 ½ x 11 inches, printed two-sided on recycled paper with removable bindings, bound in a single document and organized in sections. Binding can be as simple as a staple. Original and copies may be submitted in one envelope/package.
Each bid proposal, consisting of the original and copies as directed above, must be submitted in a sealed envelope addressed to City of Monterey Park, City Clerk office, 320 W Newmark, Monterey Park, California 91754, Attention: On-Call Painting and Repairs Services RFP and delivered prior to the time and date specified in this document. Each sealed envelope containing a bid proposal must have, on the outside, the name of the bidder, bidder's address and the statement "DO NOT OPEN UNTIL THE TIME OF BID OPENING" and in addition, must be plainly marked on the outside as follows:

II. GENERAL INFORMATION

A It is the intent of the City of Monterey Park to solicit proposals for qualified, Painting maintenance services (operator) businesses who are duly registered and licensed in the State of California to render quality painting services to the City in order to provide a reliable environment for employees, clients and visitors to the offices, buildings and/or grounds of the various City locations stated in the specifications. Locations may, be added or deleted during the term of this contract and extensions thereof.

B. The contracted vendor(s) shall be responsible for furnishing all materials, transportation, labor, equipment, any and all services and materials necessary to perform painting service, for both specified and unspecified sites at various City locations.

C. Contractor(s) shall comply with and perform all painting maintenance services in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, codes and manufacturer's instructions, and shall obtain any licenses or permits required under this RFP to do the specified work.

D. The term of this agreement shall be for three (3) years. The City may elect to extend the agreement for two (2) additional one (1) year periods on the same terms and conditions, upon providing written notice to Contractor not less than thirty (30) days prior to expiration of the Agreement.

SCOPE OF SERVICES

1. The City of Monterey Park (City) is seeking proposals from licensed and qualified Painters to provide a full range of painting services. Services will be performed in a variety of City locations including, but not limited to, administrative offices, park facilities, senior center, museum, library and jail facility. These will include painting, routine maintenance, service calls, supplies, and emergency services.

2. The Facilities Maintenance Department may contact a painting service company to assist maintenance staff. The services may include a full range of services including, but not limited to painting services

3. Contractor must hold a current commercial painting license issue by the state of California, Including but not limited to a C-33, and B license

Delivery of services

1. Contractor(s) shall be able to provide Dispatcher services – (24) hours a day, (7) days a week, including weekends and holidays, so that the Contractor(s) shall respond to calls for service to any City emergency.

2. The City expects the Contractor to give "priority" service to any call for a emergency failure in some city facilities, when is deem a matter of public safety; there for a (2) hour emergency response is critical.

3. Vendor/Contractor shall take all necessary precautions for the safety of the employees and or public on the work site and should erect and maintain at all time, as require on job conditions and process of the work, all necessary safeguards for the protection of the workman and pubic.

4. Service calls will normally be responded to with a Journeyman and apprentice painter Only. The City must authorize any additional personnel. If additional personnel are necessary, they are to be apprentice unless the service requires a journeymen.

5. All Contractor personnel working in or around city facilities shall wear distinctive uniform clothing and identification.

6. EXTRA WORK: Contractor shall, from time-to-time, be asked to perform Extra Work of varying types. Including but not limited to the following: Replacement of to make necessary repairs, etc, Vendor shall prepare a written quote for all Extra Work, no such work may be performed without prior written authorization from The City of Monterey Park. Additional work will be charged base on the rates provided in Attachment A,

Work Specifications

1. All work perform by the proponent shall be to a professional standard, complying with requirements of the applicable editions of the uniform building code, state and local codes. The (MUTCD) Manual on uniform traffic control devices. Contractor shall provide all labor, materials, equipment, and supervision for the prep and painting of existing interior/exterior surfaces, i.e. walls, doors, jambs, window frames and Ceilings.

A. Contractor shall protect all surrounding furniture, surfaces mechanical, electrical, computer hardware and other sensitive components from sanding dust, paint splatter, spills and/or overspray. Use sufficient drop cloths and protective coverings for the protection of floors, furnishings and adjacent surfaces.

B. Contractor shall be responsible for providing and for the placement of barricades, drop cloths, tarps, plastic, flag tape and any other safety equipment required to protect the public and employees in the work area.

C. Contractor shall be responsible for the security of his or her equipment and materials.

D. Work areas may be occupied and require moving and repositioning of office equipment and furniture by the painting contractor.

2. Contractor must be experience at and ether own or have immediate access to equipment necessary to perform the following task, but not limited to, the following conditions.

A. Prepare interior walls and ceilings to receive fresh paint. Inspect all surfaces and fill in all holes and cracks, sand to a smooth finish, prime areas where repairs have been done.

B. Cracks and peeling paint: scrape or sand the imperfection, apply the patching material to the affected area, sand the finished area, blending evenly with the surface.

C. Gaps and seams: Remove any dust and debris, apply caulking into the gap or seam, and allow drying.

D. Small holes: Apply the patching material to the affected area; and sand the finished area, blending evenly with the surface.

E. Patch Cracks in concrete surfaces.

F. Previously painted doors and trim shall be sanded, washed, and then apply two coats.

G. Sanding:
a) Scuffs and all glossy surfaces to provide proper adhesion; and remove any dust with a lightly water-dampened clean rag.
b) Walls shall be sanded, washed, cracks repaired, and holes will be fill, then spot prime repaired.

H. All clean up shall comply with all applicable Federal, State, and local laws and regulations. Contractor shall remove paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces. Contractor shall, at all times, keep the site free from accumulation of waste materials, debris or rubbish caused by his or her employees at work.

I. The Contactor shall re-install hardware, electrical equipment plates, mechanical grills and louvers, lighting fixture trim and other items that have been removed.

J. Contractor shall remove from the site all tools, surplus materials, debris or rubbish and shall leave the site and the work in a neat and orderly fashion at the completion of the work. Contractors may not utilize on-site office trash cans.

K. The Contractor shall dispose of all hazardous waste in accordance with all applicable federal, state and local laws and ordinances.

. Contractor shall relocate to original position equipment, furniture, desk, bookcases, filing cabinets or any fixtures that have been moved to allow application of coatings.

The Contractor shall return all unused paint sealed in its original container, free of foreign material and residue to the Director of Facilities or his designee.

ATTACHMENT "A"

Proposal Fee Sheet

A. Regular Business Hours are, 7:30 am to 5:30 pm Monday to Friday.
B. Holidays rates go into effect on the holiday observed by the City.
C. Hourly rate for repairs not covered by maintenance agreement:
D. Related Expenses/Travel expenses- All costs including travel are to be included in your proposal. The City will not accept any additional costs.

	Apprentice painter	Journeyman painter
Regular Time:		
Overtime:		
Emergency Call		
Holidays:		
Other Related Expences		

ATTACHMENT "B"

BID FOR On-CALL Painting and Repair Services
CURRENT AGENCY OR BUSINESS REFERENCES This form must be included as part of the sealed bid proposal. References from three governmental agencies or other similar accounts for which bidder currently provides Plumbing services are required.

1. AGENCY/COMPANY NAME: ______________________ PHONE NO.:_____________________ ADDRESS:

____

CONTACT PERSON:

____

DATE SERVICES STARTED:

____ SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT:______________________________________

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2. AGENCY/COMPANY NAME: ______________________ PHONE NO.:_____________________ ADDRESS:

____

CONTACT PERSON:

____

DATE SERVICES STARTED:

____ SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT:____

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3. AGENCY/COMPANY NAME: ______________________ PHONE NO.:_____________________ ADDRESS:

____

CONTACT PERSON:

____

DATE SERVICES STARTED:

____ SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT:____

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ATTACHMENT 2
Proposal – R & L Quality Painting

City of Monterey Park

REQUEST FOR PROPOSAL
RFP NO. 17-101
FOR

ON-Call Painting and Repairs Services

KEY RFP DAYS

Issue Due: March 9, 2017

Proposal Due Date: March 24, 2017 at 10am

SEND TO:

City of Monterey Park
Attention: Ernie Torrecillas, Facilities Maintenance Supervisor
Re: RFP No. 17-101
320 W Newmark Avenue
Monterey Park, CA 91754

NOTICE INVITING SEALED BIDS
FOR

ON-Call Painting and Repair Services

IN THE CITY OF MONTEREY PARK

(BID IN ACCORDANCE WITH MONTEREY PARK MUNICIPAL CODE CHAPTER 3.100 FOR MAINTENANCE SERVICES)

TAKE NOTICE that the City of Monterey Park invites sealed bids for the above project and will receive such bids in the offices of the City Clerk, 320 W Newmark Ave, Monterey Park, California 91754, up to the hour of 10:00 a.m. on:

THURSDAY, March 24, 2017

at which time they will be publicly opened.

The City's standard maintenance service contract incorporates the provisions of the California Labor Code and requires the successful bidder to comply with the prevailing rates of wages and apprenticeship employment standards established by the Department of Industrial Relations.

x☐APPLICABLE IF BOX IS CHECKED: The contractor to whom the contract is awarded must assist in locating, qualifying, hiring and increasing the skills of minority group employees and applicants for employment, as set forth in Executive Order Nos. 11246 and 11375.

Minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

Note that a bid bond is ☐ (the City Engineer estimates project will exceed $30,000) is not ☐ (project will not exceed $30,000) required for this bid.

Note that a performance bond is ☐is not ☐X required for this bid.

Note that the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. Pursuant to California law, the City must find bids failing to comply with all applicable Labor Code requirements including, without limitation, Labor Code §§ 1725.5 and 1771.4, to be nonresponsive.

DATED this 9 day of March, 2017.

CITY OF MONTEREY PARK, CALIFORNIA

City Clerk

BIDDING INSTRUCTIONS

1 **DEFINITIONS**. Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in these Bidding Documents. Words and phrases not defined in this Section have the meaning set forth in the Monterey Park Municipal Code ("MPMC") or applicable law.

1.1 "Addenda" means written or graphic instruments issued by the City before the Bid Deadline that modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.

1.2 "Alternate" means a proposed change in the maintenance services, as described in the Bidding Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.

1.3 "Bid Deadline" means the date and time designated in the Notice for Bids as the last date and time for receipt of Bids, as may be revised by Addenda.

1.4 "Bidder" means a person or firm that submits a Bid.

1.5 "Bidding Documents" means the construction documents prepared and issued for bidding purposes including all Addenda.

1.6 "Contract Documents" means the Notice Inviting Bids; Instructions to Bidders; Supplementary Instructions to Bidders; Bid; the Maintenance Service Agreement; Supplementary Conditions; Exhibits; Technical Specifications; Addenda; Notice to Proceed; Notice of Completion; and all other documents identified in the Contract Documents which together form the contract between the City and the Contractor for the Work. The Contract Documents constitute the complete agreement between the City and the Contractor and supersede any previous agreements or understandings.

1.7 "Lump Sum Base Bid" means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including unit price items or Alternates.

1.8 "Unit Price" means an amount stated in the Bid for which Bidder offers to perform the Unit Price Work for a fixed price per unit of measurement.

1.9 "Work" means the Scope of Work identified in the Contract Documents for which the Notice Inviting Bids is issued.

2 **BIDDER'S REPRESENTATIONS.** By making its Bid, Bidder represents that:

2.1 Bidder read, understood, and made the Bid pursuant to the requirements in the Bidding Documents.

2.2 Bidder visited the Project site and is familiar with the conditions under which the Work will be performed and the local conditions as related to the Contract Documents.

2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents.

2.4 Bidder and all Subcontractors, regardless of tier, have the appropriate current licenses issued by the State of California Contractor's State License Board for the Work to be performed. If Bidder is a joint venture, the Bidder will have a joint venture license appropriate for the performance of the work, and each member of the joint venture will likewise have the appropriate license. Business and Professions Code §§ 7000-7191 establish licensing requirements for contractors. If a Bidder, that is a specialty contractor, submits a Bid involving 3 or more specialized building trades, the work of which is more than incidental and supplemental to the performance of the Work for which Bidder holds a specialty contractor license, Bidder must also hold either (1) a specialty contractor "C" license in each such trade, (2) a General Engineering contractor "A" license, or (3) a General Building contractor "B" license. This requirement is applicable whether or not Bidder lists a Subcontractor for each such trade.

2.5 If licensure or proper licensure is controverted, then proof of licensure pursuant to this section must be made by production of a verified certificate of licensure from the Contractors' State License Board which establishes that the individual or entity bringing the action was duly licensed in the proper classification of contractors at all times during the performance of any act or contract covered by the action. Nothing in this subdivision requires any person or entity controverting licensure or proper licensure to produce a verified certificate. When licensure or proper licensure is controverted, the burden of proof to establish licensure or proper licensure is on the licensee.

2.6 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.

2.7 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on Bidder's behalf.

2.8 Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.

2.9 The Bidder has paid the City's business license fee(s).

3 **BIDDING DOCUMENTS.**

3.1 Bidders may obtain complete sets of the Bidding Documents from the City's Public Works Department for the sum stated in the Notice for Bids.

3.2 Bidders will use a complete set of Bidding Documents in preparing Bids.

3.3 The City makes copies of the Bidding Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Bidding Documents.

4 **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.**

4.1 Before submitting its Bid, Bidder will carefully study and compare the various documents comprising the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; will examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and will at once report to the City's Representative errors, inconsistencies, or ambiguities discovered.

4.2 Requests for clarification or interpretation of the Bidding Documents will be addressed to the City's Representative.

4.3 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner will not be binding and Bidders will not rely upon them.

5 **PRODUCT SUBSTITUTIONS**. No substitutions will be considered before award of Contract. Substitutions will only be considered after award of the Contract and as provided for in the Contract Documents.

6 **SUBCONTRACTORS.**

6.1 Each Bidder will list in the Bid Form all first-tier Subcontractors that will perform work, labor or render such services. The Bid Form contains spaces for the following information when listing Subcontractors: (1) Work Activity; (2) name of Subcontractor; (3) city of Subcontractor's business location. Failure to list any of these items on the Bid Form will result in the City treating the Bid as if no Subcontractor was listed for the Work and that Bidder represents to the City that it is fully qualified to perform that portion of the Work and will perform do so.

6.2 Subcontractors listed in the Bid Form will only be substituted after the Bid Deadline with the City's written consent in accordance with California law.

7 ADDENDA.

7.1 Addenda will be in writing and issued only by the City. Addenda will be mailed or delivered to all who are known by the City to have received a complete set of Bidding Documents and who have provided a street address for receipt of Addenda.

7.2 Copies of Addenda will be made available for inspection at the City's Public Works Department.

7.3 The City will issue Addenda so that they are received by prospective Bidders not later than three (3) business days before the Bid Deadline. Addenda that withdraw the request for Bids or postpone the Bid Deadline may be issued anytime before the Bid Deadline.

7.4 Each Bidder is responsible for ensuring that it has received all issued Addenda before issuing a Bid.

8 FORM AND STYLE OF BIDS

8.1 Bids will be submitted on the Bid Form included with the Bidding Documents. Bids not submitted on the City's Bid Form will be rejected.

8.2 All blanks on the Bid Form will be filled in legibly in ink or by typewriter.

8.3 Bidder's failure to submit a price for any Alternate or unit price will result in the Bid being considered as nonresponsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, enter "No Change."

8.4 Each Bidder must fill out the "Bidders Statement of Past Contract Disqualifications" form stating any and all instances of contract disqualifications due to a violation of a law or safety regulation. The Bidder must explain the circumstances of each disqualification. The City may reject the bid based on such information.

8.5 Bidder will make no stipulations on the Bid Form nor qualify the Bid in any manner.

8.6 The Bids will be based upon full completion of all the Work as shown on the plans and specifications. It is expressly understood that the plans are drawn with as much accuracy as is possible in advance, but should errors, omissions or discrepancies exist in the plans which show conditions that vary from those encountered in construction, the Bidder (if awarded the Contract) specifically agrees to construct a completed work ready for the use and in the manner which is intended. In the event of increasing or decreasing of work, the total amount of work actually done or materials or equipment furnished must be paid for according to the unit or lump sum price established for such work under the contract, wherever such unit or lump sum price has been established. In the event no prices are named in the contract to cover such changes or alterations, the cost of such changes must be covered as extra work.

8.7 The Bid Form will be signed by a person or persons legally authorized to bind Bidder to a contract. Bidder's Representative will sign and date the Declaration included in the Bid Form. Failure to sign and date the declaration will cause the Bid to be rejected.

9 BID SECURITY

9.1 If indicated on the Notice Inviting Bids, each Bid will be accompanied by Bid Security, in the amount of 10% of the Lump Sum Base Bid as security for Bidder's obligation to enter into a Contract with the City on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Security will be a Bid Bond on the form provided by the City or a certified check made payable to "City of Monterey Park." When a Bond is used for Bid Security, failure to use the City's Bid Bond form will result in the rejection of the Bid.

9.2 If the apparent lowest responsible Bidder fails to sign the Agreement and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, the City will disqualify such Bidder and select the next apparent lowest responsible Bidder until all bids have been exhausted or the City may reject all bids. In such an event, the disqualified Bidder will be liable for and forfeit to the City the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the disqualified Bid and the larger amount for which the City procures the Work.

9.3 If a Bid Bond is submitted and an attorney-in-fact executes the Bid Bond on behalf of the surety, a notarized and current copy of the power of attorney will be affixed to the Bid Bond. The surety issuing the Bid Bond will be listed in the latest published State of California, Department of Insurance list of, "Insurers Admitted to Transact Surety Insurance in This State."

9.4 The City will retain Bid Security until the occurrence of one of the following:

9.4.1 All items required by the Bidding Documents have been furnished and the Agreement has been signed by the successful Bidder and the City.

9.4.2 The specified time has elapsed during which Bids may be withdrawn.

9.4.3 All Bids have been rejected.

9.5 The Bid Form, Bid Security, and all other documents required to be submitted with the Bid will be enclosed in a sealed opaque envelope. The envelope will be addressed to the City Clerk. The envelope will be identified with the Project name, Bidder's name and address, and, if applicable, the designated portion of the Project for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope will be enclosed in a separate mailing envelope labeled as follows: "SEALED BID ENCLOSED."

9.6 Bids will be deposited at the designated location on or before the Bid Deadline. A Bid received after the Bid Deadline will be returned to Bidder unopened.

9.7 Bidder will assume full responsibility for timely delivery at the location designated for receipt of Bids.

9.8 Oral, telephonic, facsimile, or telegraphic Bids are invalid and will not be accepted.

10 **MODIFICATION OR WITHDRAWAL OF BID.**

10.1 Before the Bid Deadline, a submitted Bid may be modified or withdrawn. Notice of such action will be given to the City in writing and signed by the Bidder's authorized representative. A change so made will be so worded as not to reveal the amount of the original Bid.

10.2 A withdrawn Bid may be resubmitted up to the Bid Deadline, provided that it then fully complies with the Bidding Requirements.

10.3 Bid Security will be in an amount sufficient for the Bid as modified or resubmitted.

10.4 Bids may not be modified, withdrawn, or canceled within sixty (60) days after the Bid Deadline unless otherwise provided in Supplementary Instructions to Bidders.

11 **OPENING OF BIDS**. Bids submitted in the manner required by these instructions and are received on or before the Bid Deadline will be opened publicly.

12 **REJECTION OF BIDS.**

12.1 The City will have the right to reject all Bids.

12.2 The City will have the right to reject any Bid not accompanied by the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way materially incomplete or irregular.

13 AWARD

13.1 The City may retain all bids for a period of sixty (60) days for examination and comparison, and to delete any portion of the work from the contract.

13.2 The City may waive nonmaterial irregularities in a Bid and to accept the lowest responsive Bid as determined by The City.

13.3 The City has the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents.

13.4 The City will determine the low Bidder on the basis of the sum of the Lump Sum Base Bid plus all unit prices multiplied by their respective estimated quantities as stated in the Bid Form, if any, plus the Contractor Delay Damages multiplied by the "multiplier" as stated in the Bid Form, plus the amounts of all accepted Alternates.

13.4.1 Inclusion of Contractor Delay Damages within the Bid Form is solely for the purpose of determining the low bidder and establishing the City's maximum daily liability as a result of City delays to Contractor, if any, and City has no obligation to pay any daily Contractor Delay Damages except as provided for in these Contract Documents for Compensable Delays. In the event that City becomes liable to Contractor for compensable delays, City agrees to pay Contractor the daily Contractor Delay Damages set forth in the Proposal Form or Contractor's actual daily delay damages, whichever is less, for each day of Compensable Delay as provided for by these Contract Documents.

13.5 The City will select the apparent lowest responsive and responsible Bidder and notify such Bidder within thirty (30) days (unless number of days is modified in Supplementary Instructions to Bidders) after the Bid Deadline or reject all bids. Within ten (10) days after receiving the City's notice that Bidder was selected as the apparent lowest responsible Bidder, Bidder will submit to the City all of the following items:

13.5.1 Three originals of the Agreement signed by Bidder.

13.5.2 Three originals of the Labor and Materials Bond.

13.5.3 Three originals of the Performance Bond (if applicable).

13.5.4 Three originals of the Noncollusion Affidavit.

13.5.5 Certificates of Insurance on form provided by the City.

13.5.6 Names of all Subcontractors, with their addresses, telephone number, facsimile number, trade on Bidders' company stationery. Evidence, as required by the City, of the reliability and responsibility of the proposed Subcontractors such as statements of experience, statements of financial condition, and references.

13.5.7 Preliminary Contract Schedule.

13.5.8 Selection of Retention Options and Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention. If not submitted, the City will withhold retention.

13.5.9 Cost Breakdown.

13.6 Before award of the Contract, the City will notify Bidder in writing, if the City objects to a Subcontractor proposed by Bidder, in which case Bidder will propose a substitute acceptable to the City. Failure of the City to object to a proposed Subcontractor before award will not preclude the City from requiring replacement of any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated before award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.

13.7 If Bidder submits the three original signed Agreements and all other items within ten (10) days after receiving the City's notification, and all such items comply with the requirements of the Bidding Documents, the City will award the Contract to Bidder by signing the Agreement and returning a signed copy of the Agreement to Bidder.

13.8 If the City consents to the withdrawal of the Bid of the apparent lowest responsible Bidder, or the apparent lowest responsible Bidder fails or refuses to sign the Agreement or submit to the City all of the items required by the Bidding Documents, within ten (10) days after receiving the City's notification, or the City determines that the Bidder is not financially or otherwise qualified to perform the Contract, the City may reject such Bidder's Bid and select the next apparent lowest responsible Bidder, until all bids are exhausted, or reject all Bids.

On-Call Painting and Repair Services

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

Please state all instances of being disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

   Yes ☐   No ☐

2. If yes, explain the circumstances:

Bidder's Signature

INSURANCE REQUIREMENTS
[MUST BE SUBMITTED WITH PROJECT PROPOSAL]

To be awarded this contract, the successful bidder must 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:	$2M default
Business automobile liability	$1M default
Workers compensation	Statutory requirement.

Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must 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 must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance must 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 must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Consultant must 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 must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Consultant 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.

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 consultant. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

Date

Bidder

I. INSTRUCTIONS AND CONDITIONS

A. No bid proposal will be considered for award unless submitted in the bid format described in this Request for Proposal (RFP). The bid must be fully completed and executed. Bidders shall send three (3) copies of the completed proposals which will include; two (2) bound and one (1) unbound copies with a copy of this RFP attached to the front of each proposal, with appropriate responses included.
Format: Proposal should be 8 ½ x 11 inches, printed two-sided on recycled paper with removable bindings, bound in a single document and organized in sections. Binding can be as simple as a staple. Original and copies may be submitted in one envelope/package.
Each bid proposal, consisting of the original and copies as directed above, must be submitted in a sealed envelope addressed to City of Monterey Park, City Clerk office, 320 W Newmark, Monterey Park, California 91754, Attention: On-Call Painting and Repairs Services RFP and delivered prior to the time and date specified in this document. Each sealed envelope containing a bid proposal must have, on the outside, the name of the bidder, bidder's address and the statement "DO NOT OPEN UNTIL THE TIME OF BID OPENING" and in addition, must be plainly marked on the outside as follows:

II. GENERAL INFORMATION

A It is the intent of the City of Monterey Park to solicit proposals for qualified, Painting maintenance services (operator) businesses who are duly registered and licensed in the State of California to render quality painting services to the City in order to provide a reliable environment for employees, clients and visitors to the offices, buildings and/or grounds of the various City locations stated in the specifications. Locations may, be added or deleted during the term of this contract and extensions thereof.

B. The contracted vendor(s) shall be responsible for furnishing all materials, transportation, labor, equipment, any and all services and materials necessary to perform painting service, for both specified and unspecified sites at various City locations.

C. Contractor(s) shall comply with and perform all painting maintenance services in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, codes and manufacturer's instructions, and shall obtain any licenses or permits required under this RFP to do the specified work.

D. The term of this agreement shall be for three (3) years. The City may elect to extend the agreement for two (2) additional one (1) year periods on the same terms and conditions, upon providing written notice to Contractor not less than thirty (30) days prior to expiration of the Agreement.

SCOPE OF SERVICES

1. The City of Monterey Park (City) is seeking proposals from licensed and qualified Painters to provide a full range of painting services. Services will be performed in a variety of City locations including, but not limited to, administrative offices, park facilities, senior center, museum, library and jail facility. These will include painting, routine maintenance, service calls, supplies, and emergency services.

2. The Facilities Maintenance Department may contact a painting service company to assist maintenance staff. The services may include a full range of services including, but not limited to painting services

3. Contractor must hold a current commercial painting license issue by the state of California, Including but not limited to a C-33, and B license

Delivery of services

1. Contractor(s) shall be able to provide Dispatcher services – (24) hours a day, (7) days a week, including weekends and holidays, so that the Contractor(s) shall respond to calls for service to any City emergency.

2. The City expects the Contractor to give "priority" service to any call for a emergency failure in some city facilities, when is deem a matter of public safety; there for a (2) hour emergency response is critical.

3. Vendor/Contractor shall take all necessary precautions for the safety of the employees and or public on the work site and should erect and maintain at all time, as require on job conditions and process of the work, all necessary safeguards for the protection of the workman and pubic.

4. Service calls will normally be responded to with a Journeyman and apprentice painter Only. The City must authorize any additional personnel. If additional personnel are necessary, they are to be apprentice unless the service requires a journeymen.

5. All Contractor personnel working in or around city facilities shall wear distinctive uniform clothing and identification.

6. EXTRA WORK: Contractor shall, from time-to-time, be asked to perform Extra Work of varying types. Including but not limited to the following: Replacement of to make necessary repairs, etc, Vendor shall prepare a written quote for all Extra Work, no such work may be performed without prior written authorization from The City of Monterey Park. Additional work will be charged base on the rates provided in Attachment A,

Work Specifications

1. All work perform by the proponent shall be to a professional standard, complying with requirements of the applicable editions of the uniform building code, state and local codes. The (MUTCD) Manual on uniform traffic control devices. Contractor shall provide all labor, materials, equipment, and supervision for the prep and painting of existing interior/exterior surfaces, i.e. walls, doors, jambs, window frames and Ceilings.

A. Contractor shall protect all surrounding furniture, surfaces mechanical, electrical, computer hardware and other sensitive components from sanding dust, paint splatter, spills and/or overspray. Use sufficient drop cloths and protective coverings for the protection of floors, furnishings and adjacent surfaces.

B. Contractor shall be responsible for providing and for the placement of barricades, drop cloths, tarps, plastic, flag tape and any other safety equipment required to protect the public and employees in the work area.

C. Contractor shall be responsible for the security of his or her equipment and materials.

D. Work areas may be occupied and require moving and repositioning of office equipment and furniture by the painting contractor.

2. Contractor must be experience at and ether own or have immediate access to equipment necessary to perform the following task, but not limited to, the following conditions.

A. Prepare interior walls and ceilings to receive fresh paint. Inspect all surfaces and fill in all holes and cracks, sand to a smooth finish, prime areas where repairs have been done.

B. Cracks and peeling paint: scrape or sand the imperfection, apply the patching material to the affected area, sand the finished area, blending evenly with the surface.

C. Gaps and seams: Remove any dust and debris, apply caulking into the gap or seam, and allow drying.

D. Small holes: Apply the patching material to the affected area; and sand the finished area, blending evenly with the surface.

E. Patch Cracks in concrete surfaces.

F. Previously painted doors and trim shall be sanded, washed, and then apply two coats.

G. Sanding:

a) Scuffs and all glossy surfaces to provide proper adhesion; and remove any dust with a lightly water-dampened clean rag.

b) Walls shall be sanded, washed, cracks repaired, and holes will be fill, then spot prime repaired.

H. All clean up shall comply with all applicable Federal, State, and local laws and regulations. Contractor shall remove paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces. Contractor shall, at all times, keep the site free from accumulation of waste materials, debris or rubbish caused by his or her employees at work.

I. The Contactor shall re-install hardware, electrical equipment plates, mechanical grills and louvers, lighting fixture trim and other items that have been removed.

J. Contractor shall remove from the site all tools, surplus materials, debris or rubbish and shall leave the site and the work in a neat and orderly fashion at the completion of the work. Contractors may not utilize on-site office trash cans.

K. The Contractor shall dispose of all hazardous waste in accordance with all applicable federal, state and local laws and ordinances.

. Contractor shall relocate to original position equipment, furniture, desk, bookcases, filing cabinets or any fixtures that have been moved to allow application of coatings.

The Contractor shall return all unused paint sealed in its original container, free of foreign material and residue to the Director of Facilities or his designee.

ATTACHMENT "A"

Proposal Fee Sheet

A. Regular Business Hours are, 7:30 am to 5:30 pm Monday to Friday.
B. Holidays rates go into effect on the holiday observed by the City.
C. Hourly rate for repairs not covered by maintenance agreement:
D. Related Expenses/Travel expenses- All costs including travel are to be included in your proposal. The City will not accept any additional costs.

	Apprentice painter	Journeyman painter
Regular Time:		
Overtime:		
Emergency Call		
Holidays:		
Other Related Expences		

ATTACHMENT "B"

BID FOR On-CALL Painting and Repair Services
CURRENT AGENCY OR BUSINESS REFERENCES This form must be included as part of the sealed bid proposal. References from three governmental agencies or other similar accounts for which bidder currently provides Plumbing services are required.

1. AGENCY/COMPANY NAME: ______________________ PHONE NO.:_____________________ ADDRESS:

____

CONTACT PERSON:

____

DATE SERVICES STARTED:

____ SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT:_______________________________________

____

____

____

____

2. AGENCY/COMPANY NAME: ______________________ PHONE NO.:_____________________ ADDRESS:

____

CONTACT PERSON:

____

DATE SERVICES STARTED:

____ SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT:____

____

____

____

3. AGENCY/COMPANY NAME: ______________________ PHONE NO.:_____________________ ADDRESS:

____

CONTACT PERSON:

____

DATE SERVICES STARTED:

____ SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT:____

____

____

____

ATTACHMENT "B"

BID FOR On-CALL Painting and Repair Services
CURRENT AGENCY OR BUSINESS REFERENCES This form must be included as part of the sealed bid proposal. References from three governmental agencies or other similar accounts for which bidder currently provides Plumbing services are required.

1. AGENCY/COMPANY NAME: Mark D. Booth PHONE NO.: (626) 926-0415 ADDRESS: 1455 Queen summit Dr. westcovina CA 91791
CONTACT PERSON: March 17, 2017 (Mark D. Booth) contact:
DATE SERVICES STARTED: ______ SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: Residential, interior and exterior painting.

2. AGENCY/COMPANY NAME: Katie Navarro PHONE NO.: (909) 721-2940 ADDRESS: 4343 Nashotah, Claremont 91711
CONTACT PERSON: Katie Navarro
DATE SERVICES STARTED: March 10, 2017 SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: Residential, interior and exterior painting.

3. AGENCY/COMPANY NAME: Angela Kraus PHONE NO.: (949) 644-7064 ADDRESS: 2 Hillsborough, Newport beach 92660
CONTACT PERSON: Angela Kraus
DATE SERVICES STARTED: March 1, 2017 SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: Residential, interior and exterior painting.

ATTACHMENT "A"

Proposal Fee Sheet

A. Regular Business Hours are, 7:30 am to 5:30 pm Monday to Friday.
B. Holidays rates go into effect on the holiday observed by the City.
C. Hourly rate for repairs not covered by maintenance agreement:
D. Related Expenses/Travel expenses- All costs including travel are to be included in your proposal. The City will not accept any additional costs.

	Aprentice painter	**Journeyman painter**
Regular Time:	$ 46 per hour	$ 46 per hour
Overtime:	$ 69 per hour	$ 69 per hour
Emergency Call	$ 69 per hour	$ 69 per hour
Holidays:	$ 92 per hour	$ 92 per hour
Other Related Expenses		

INSURANCE REQUIREMENTS
[MUST BE SUBMITTED WITH PROJECT PROPOSAL]

To be awarded this contract, the successful bidder must 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:	$2M default
Business automobile liability	$1M default
Workers compensation	Statutory requirement.

Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must 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 must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance must 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 must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Consultant must 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 must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Consultant 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.

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 consultant. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

3/22/17
Date

Bidder

On-Call Painting and Repair Services

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

Please state all instances of being disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

   Yes ☐ No ☒

2. If yes, explain the circumstances:

Bidder's Signature

STATE COMPENSATION INSURANCE FUND

P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 01-01-2017

GROUP:
POLICY NUMBER: **9149249-2017**
CERTIFICATE ID: **1**
CERTIFICATE EXPIRES: **01-01-2018**
01-01-2017/01-01-2018

CONTRACTORS STATE LICENSE BOARD
WORKERS COMPENSATION UNIT
PO BOX 26000
SACRAMENTO CA 95826-0026

NA

LIC PERMIT#: 1009415
INCEPTION DATE:01-01-2017
DO:NA

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: $1,000,000 PER OCCURRENCE.

EMPLOYER

R&L QUALITY PAINTING, INC.
3258 ISABEL AVE
ROSEMEAD CA 91770

NA

M0409

PRINTED : 12-16-2016

(REV.7-2014)

TOKIO MARINE
HCC

American Contractors Indemnity Company
601 S. Figueroa St., Suite 1600 Los Angeles, CA 90017
main (310) 649 0990 facsimile (310) 645 9274

Wednesday, October 26, 2016

CONTINUATION CERTIFICATE

BOND NUMBER	BOND DESCRIPTION	BOND AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
100291961	CA / CLB (CONTRACTOR LICENSE)	$15,000.00	10/27/2016	10/27/2017

Principal:

R & L QUALITY PAINTING INC
3256 NORTH ISABEL AVENUE
ROSEMEAD , CA 91770

Obligee:

CALIFORNIA CONTRACTORS STATE LICENSE BOARD
P.O. BOX 26000
SACRAMENTO , CA 95826

THIS BOND CONTINUES IN FORCE TO THE ABOVE EXPIRATION DATE CONDITIONED AND PROVIDED THAT THE LOSSES OR RECOVERIES IN IT AND ALL ENDORSEMENTS SHALL NEVER EXCEED THE PENALTY SET FORTH IN THE BOND AND WHETHER THE LOSSES OR RECOVERIES ARE WITHIN THE FIRST AND/OR SUBSEQUENT OR WITHIN ANY EXTENSION OR RENEWAL PERIOD, PRESENT, PAST OR FUTURE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Signed and dated this 26th day of October , 2016 .

AMERICAN CONTRACTORS INDEMNITY CO.
INCORPORATED SEPT. 25, 1990
CALIFORNIA

American Contractors Indemnity Company

, Attorney in Fact

Agent:

MAKKS INSURANCE AGENCY, INC
PO BOX 8171
LA CRESCENTA , CA 91224

HCCSOZZM_CONTINUATION08/2016

State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

License Number **1009415** Entity CORP

Business Name R & L QUALITY PAINTING INC

Classifications C33

Expiration Date 12/31/2017 www.cslb.ca.gov

STATE OF CALIFORNIA

CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

R & L QUALITY PAINTING INC

License Number 1009415

to engage in the business or act in the capacity of a contractor in the following classifications:

C33 - PAINTING AND DECORATING

Witness my hand and seal this day,
December 7, 2015

Issued December 4, 2015

Eddie Lang, Jr., Board Chair

Cindi A. Christenson, Registrar of Contractors

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

13L-24 (REV. 03/15)

AUDIT NO. [illegible]646

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/20/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	
PACIFIC TRADE INSURANCE AGENCY 1313 W. ROBINHOOD DR STE A6 STOCKTON, CA 95207	CONTACT NAME: Paul Takhar PHONE (A/C, No, Ext): 916-251-9292 FAX (A/C, No): 619-786-1112 E-MAIL ADDRESS: norcal@pactradeins.com PRODUCER CUSTOMER ID #:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
IRMA LETICIA COBIAN, DBA: R & L QUALITY PAINTING INC 3256 NORTH ISABEL AVENUE ROSEMEAD, CA 91770	INSURER A : AmTrust International Underwriters Ltd.	AA-1780074
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS-MADE ☑ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PRO-JECT ☐ LOC	☑	☑	XN106077201	12/14/2016	12/14/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐	☐	☐				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $	☐	☐				EACH OCCURRENCE AGGREGATE	$ $ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	☐				☐ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
		☐	☐					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CANCELLATION IS 10 DAYS FOR NON-PAY, ALL OTHER IS 30 DAYS

CERTIFICATE HOLDER	CANCELLATION
PROOF OF INSURANCE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Lic# 0G69721

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSUREDS - OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number: XN106077201	Endorsement Effective: 12/14/2016 12:01 a.m.
Named Insured: IRMA LETICIA COBIAN, DBA: R & L QUALITY PAINTING INC	Counter Signed By:

SCHEDULE

Name of Person or Organization: **Any person or organization that the named insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy.**
Location:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only to the extent that the person or organization shown in the Schedule is held liable for your acts or omissions arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than services, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed: or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The words "you" and "your" refer to the Named Insured shown in the Declarations.

City Council Staff Report

DATE: May 3, 2017

AGENDA ITEM NO: New Business Agenda Item 6-M.

TO: The Honorable Mayor and City Council

FROM: Tito Haes Interim Director of Public Works

SUBJECT: Approval of Amendment to Complete Landscape Care Agreement

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute an amendment to the existing Agreement with Complete Landscape Care, Inc., for landscaping services, which expires on October 1, 2017, in a form approved by the City Attorney, increasing the agreement amount by $135,000; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On August 15, 2012, the City Council awarded Complete Landscape Care Inc. a contract to provide landscape and irrigation maintenance to City medians and other areas of Parks operations. Staff is requesting an amendment to that contract to increase the annual cost by $135,000, from $62,600 to $197,600. The additional cost will include the addition of landscape maintenance services to Water and Maintenance Services Division locations.

BACKGROUND:

In March 2012, staff released a Request for Proposal (RFP) for Citywide Median Maintenance. At the August 15, 2012 meeting, City Council awarded the contract to Complete Landscape Care Inc. in the amount of $62,600. This Maintenance Agreement (1755-A) with Complete Landscape Care, Inc. expires October 1, 2017. Staff is preparing a new RFP for landscape maintenance services to be released in July/August 2017. This RFP will add new areas of operation that were not part of the original 2012 RFP. The additional areas include 34,900sq. ft. of median rehabilitation along W. Garvey, from Hitchcock to Casuda Canyon, significant weed and brush abatement to be performed at the Water Division's Delta and other facilities, and various public right of way locations that were previously maintained by the Maintenance Services Division.

Due to the heavy rains the City received this past rain season, weeds and brush have grown very heavily in these additional areas and must be cleared before a new contract can be entered into. As such, staff is requesting an amendment to the existing

Agreement with Complete Landscape Care, Inc. to provide these services until October 1, 2017. The cost for this additional work is $135,000.

FISCAL IMPACT:

Funding is available in the following accounts to fund the additional services requested:

0092-801-5004-91922 $80,000 Water Fund
0092-801-4222-38500 $35,000 Water Fund
0022-801-4202-31950 $20,000 State Gas Tax Fund

Respectfully submitted by:

Tito Haes
Interim Director of Public Works

Prepared by:

Chris J. Reyes
Parks Superintendent

Approved by:

Ron Bow
Interim City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENT:

1. Second Amendment to Agreement with Complete Landscape Care, Inc.
2. Exhibit "C"

ATTACHMENT 1

Second Amendment to Agreement with Complete Landscape Care, Inc.

SECOND AMENDMENT TO
AGREEMENT NO. I755-A BETWEEN
THE CITY OF MONTEREY PARK AND COMPLETE LANDSCAPE CARE, INC.

THIS SECOND AMENDMENT ("Amendment") is made and entered into this 3rd day of May 2017, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation existing under the laws of California ("CITY"), and COMPLETE LANDSCAPE CARE, INC., a California Corporation ("CONTRACTOR"). The Parties agree as follows:

1. In accordance with the terms of Agreement No. 1755-A, as amended (the "Agreement"), the Scope of Services set forth in Section 3 of the Agreement are expanded as set forth in attached Exhibit "C," which is incorporated by reference.

2. Section 1(C) of the Agreement is amended to provide that CITY agrees to pay CONTRACTOR a sum not to exceed ONE HUNDRED NINETY-SEVEN THOUSAND SIX HUNDRED dollars ($197,600) annually for the work as identified in Exhibits "A," "B," and "C."

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

4. Except as modified by this Amendment, all other terms and conditions of Agreement No. 1755-A, as amended, remain the same.

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

CITY OF MONTEREY PARK

Ron Bow
Interim City Manager

ATTEST:

Vincent D. Chang
City Clerk

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

By:

Karl H. Berger
Assistant City Attorney

COMPLETE LANDSCAPE CARE, INC.

Thomas Murray
President

Taxpayer ID No. 91-1934637

ATTACHMENT 2

Exhibit “C”

EXHIBIT C

City of Monterey Park Water Division Sites

1. **ACKLEY PUMPING PLANT – 567 Ackley Dr. (Monthly)**
   - **a.** Trim and remove any over growth that extends inside fence line onto asphalt area.
   - **b.** Trim and remove any over growth that extends beyond dirt area north of hydro tank
   - **c.** Trim tree all over growth over hydro tanks.

2. **BRADSHAWE PUMPING PLANT - 1001 Bradshawe Pl. (Bi-Monthly)**
   - a. Trim and remove any growth that extends inside fence line onto asphalt area.
   - b. Trim all trees over growth over hydro tanks.
   - c. Clean all brush within 5-feet of fence
   - d. Keep slope west of site clear of tree and shrub re-growth or volunteers.
   - e. Trim back and remove any over growth along service road. Maintain 15-foot width clearance. Trim back remove any over growth along concrete curbing.
   - f. Trim and remove any over growth down stairway and on adjacent concrete pad.
   - g. Control weeds, trim shrubs, and remove dead plant material along fence line (west side of reservoirs) (Maintain 6-foot strip centered on fence line.)
   - h. Maintain irrigation system.
   - i. Keep North area clear down to 20 feet past toe-of-slope (toward house at end of Bradshawe Court.). Maintain a spray program on any regrowth.
   - j. Maintain acacias and keep areas free from other species (north side – 2 areas).
   - k. Maintain vegetation and trees at least five (5) feet from north and west sides of reservoirs. Trim tree branches and remove volunteer trees/shrubs.
   - l. Maintain vegetation and trees at north/west side of access driveway entrance (driveway border and house on Bradshwe Court).

2. **BRADSHAWE RESERVOIR (Frontage at Bradshawe Dr.) - 1001 Bradshawe Pl. (Bi-Monthly)**
   - **a.** Control weeds, trim shrubs and remove dead plant material along fence line on Bradshawe Road. Maintain (5) feet of fence line. Remove any ground cover growing on fence over 12 inches above ground level.
   - **b.** Maintain vegetation from top of slope to the bottom of slope (street retaining wall). Remove volunteer trees and shrubs.

3. **BRIGHTWOOD PUMPING PLANT – 1204 Bradshawe St. (Monthly)**
   - **a.** Trim back and remove all growth within five (5) feet of electrical cabinet in easement.
   - **b.** Trim back approx. (1) feet around in ground vault cover at corner of Brightwood & Crestvista and maintain bush.

4. **COUNTRY PUMPING PLANT – 919 Country Rd. (Bi-Monthly)**
   a. Trim and remove any growth that extends inside fence line onto asphalt area.
   b. Maintain irrigation and landscape at south planter and north slope.
   c. Remove vegetation from north, south, east, and west fences.
   d. Maintain sloped areas on north side to v-ditch, 2 feet south of v-ditch, in good condition. (including v-ditch).
   e. Keep small area on west side between fences clean and in good condition.

5. **HIGHLAND RESERVOIR – 1140 Highland Dr. (Bi-Monthly)**
   a. Trim and remove any over growth along service road entrance.
   b. Control weeds on east dirt area up to fence lines.
   c. Trim and remove overgrowth around reservoir service road.
   d. Clear asphalt area of debris.
   e. Control weeds, trim shrubs and remove dead plant material along fence lines inside site. (Maintain a strip four (4) feet inside of fence, clear of shrubs.)
   f. Remove any ground cover growing on fence over 12 inches above ground level.
   g. North & East Slope; control weeds and remove volunteer trees/shrubs from property line to the block retaining wall.
   h. Keep v-ditch clean of debris.

6. **KINGSFORD PUMPING PLANT - 707 Kingsford St. (Monthly)**
   a. Trim back and remove any over growth that extends in front of entrance.

7. **LA LOMA PUMPING PLANT and RESERVOIR - 1980 Clover Dr. (Bi-Monthly)**
   a. Trim and remove any over growth that extends inside fence line onto asphalt area.
   b. Control weeds within compound on all asphalt and concrete areas.
   c. Control weeds on West dirt area up to fence.
   d. Control weeds on East dirt area up to fence.
   e. Control weeds on South dirt area up to fence.
   f. Control weeds and remove volunteer trees and shrubs on South slope up to v-ditch.
   g. Control weeds and remove volunteer trees and shrubs on East slope.
   h. Keep v-ditch clean of debris.

8. **PINE TREE RESERVOIR – 2167 Arriba Dr. (Bi-Monthly)**
   a. Trim and remove any overgrowth around reservoir service road.
   b. Clear asphalt area of debris and plant material
   c. Trim shrubs 5 feet away from fence (north side).
   d. Remove volunteer shrubs and trees inside fence
   e. Remove plant material growing above 12 inches on fences.
   f. Maintain irrigation system.
   g. Control weeds (spray as necessary) and remove volunteer trees/shrubs on South slope.

9. **RUSSELL PUMPING PLANT – 750 S. Russell Ave. (Bi-Monthly)**
    a. Maintain landscaping and irrigation system from reservoir gate to corporate yard gate and in front of the pump station.
    b. Trim and remove any overgrowth and control weeds .
    c. Control weeds on dirt and concrete areas within pumping plant.
    d. Trim tree overgrowth within five (5) feet of hydro tanks.
    e. Remove volunteer trees and shrubs from concrete pad or pumping plant facilities, to the concrete tanks.
    f. Adjust heads and irrigation run time to give honeysuckle vines priority.
    g. Agave bubblers shall be adjusted to saturate, but not cause runoff.

9. **RUSSELL RESERVOIRS (West Side) - 750 S. Russell Ave. (Bi-Monthly)**
    a. Control and treat weeds on slopes surrounding steel tank reservoirs.
    b. Maintain landscaping and irrigation system on slopes surrounding steel tank reservoirs.
    c. Control and treat weeds around trees and plants on West slope, from access road to westside fence line.
    d. Remove volunteer trees and shrubs on West slope, from access road to westside fence line.
    e. Maintain landscaping and irrigation system on Westside slope.
    f. Control weeds in asphalt access road.
    g. Clear asphalt of debris.
    h. Clear v-ditch and catch basin on Westside fence line.

9. **RUSSELL RESERVOIRS (East Side) - 750 S. Russell Ave. (Bi-Monthly)**
    a. Control and treat weeds throughout all areas around concrete reservoirs, up to City yard access road. (Spray weeds as necessary, trim tree branches and remove volunteer trees/shrubs)

10. **SEQUOIA RESERVOIR – 746 Ridge Crest St.(Bi-Monthly)**
    a. Control weeds around concrete reservoir inside and outside the fence. Maintain landscape outside the reservoir fence approximately ten (10) feet outside the fence.
    b. Trim ivy to within 4 ft. of fence line and off block building.
    c. Remove debris from reservoir cover and access road.

11. **SEQUOIA PUMPING PLANT – 736 S. Crest Vista St. (Bi-Monthly)**
    a. Maintain landscaping and irrigation system within (5) feet of pump facility building.

12. **SOMBRERO PUMPING PLANT & RESERVOIR – 1320 Sombrero Dr. (Bi-Monthly)**
    b. Trim and remove tree over-growth to maintain clearance of service road.
    c. Trim and maintain bottle brush around access road and pump station.
    d. Control and treat weeds in dirt area from Sombrero Dr. up to fence line.
    e. Maintain area outside of fence between Sombrero Dr. and fence.

f. Control and treat weeds in planters surrounding access road.
g. Keep asphalt clear of debris and control weeds.
h. Keep ivy trimmed off wooden fence along roadway entrance.
i. Maintain irrigation system.

13. VAGABOND PUMPING PLANT – 1490 Vagabond Dr. (Bi-Monthly)

a. Control and treat weeds on north hillside up to fence line.
b. Control weeds in asphalt area inside fence line.
c. Clear asphalt area of debris.

14. CITY YARD – 751 S. Alhambra Av. (Weekly)

a. Maintain areas on south side of access road from Russell Ave to the end of Water Division pad.
b. Remove tree/shrub volunteers and weeds within 10 feet of access road.
c. Maintain upper pad area (water pipe storage area). Remove trees, shrubs, vines, and weeds within 10 feet of pad.
d. Maintain lower pad area, including landscaping and irrigation system. Area includes: from Water Division office, north to road and west to storage building, and Annex planter.
e. Keep upper and lower pad area clear of light debris and control weeds.

City of Rosemead Water Division Sites

15. DELTA PUMPING AND TREATMENT PLANT – 2657 N. Delta Av. (Weekly)

a. Maintain irrigation system.
b. Control and treat weeds inside of perimeter fence lines. (Including gravel areas and settling basin)
c. Keep perimeter fence lines clear of groundcover and shrub penetration.
d. Keep tree wells and sidewalks (Delta Ave and Fern street, in front of City property) clear of weeds and trash.
e. Maintain landscaping inside of Delta site and treatment plant areas.
f. Mow and edge rear and side grass areas.

16. WELL 1 AND SOUTH FIELD – 2745 N. Delta Av. (Bi-Monthly)

a. Control and treat weeds inside of perimeter fence lines.
b. Control weeds and any shrub/tree volunteers within two planter areas.
c. Maintain irrigation system.
d. Keep parking lot clean (blow off dirt).
e. Keep solar field clean.

17. WELL 5 AND SOUTH FIELD – 2450 N. Charlotte Av. (Bi-Monthly)

a. Control and treat weeds inside of property fence lines.
b. Control weeds and any shrub/tree volunteers.
c. Keep entrance, concrete, and asphalt clean (blow off dirt).
d. Keep solar field clean.

18. WELL 7, 8 and 9 – 8830 E. Fern Av. (Monthly)

a. Keeps entrance clean; including concrete, asphalt, and catch basin area (blow off dirt).
b. Keep the North and West fence clear of plants and weeds (entrance area).

19. WELL 10 – 2719 N. Gladys Av. (Bi-Monthly)

a. Trim and remove any tree and shrub over-growth adjacent to north fence (min. 3 feet clearance).
b. Control weeds in dirt, gravel and asphalt areas inside fence line.
c. Control weeds in asphalt area outside of fence line and on south corner.
d. Clear asphalt areas of debris inside and outside of fence line.
e. Maintain landscaping and irrigations system.

20. WELL 12 and 15 – 8815-17 Klingerman St. (Bi-Monthly)

a. Control and treat weeds in dirt, gravel and asphalt areas inside fence line.
b. Maintain 8 ft. clearance under pine trees (inside fence).
c. Treat and or remove tree and shrub regrowth/volunteers on site.
d. Keep north block wall and west fence clear of plants.
e. Trim tree overgrowth within 5 ft of concrete pads (air stripper, blower enclosure, chemical tank area, control cabinets).
f. Maintain bougainvilleas on south fence

21. WELL 14 – 8815 Rush Av. (Monthly)

a. Control weeds and remove volunteer plants in dirt, asphalt and gravel areas in well site.
b. Keep chain-link fence clear of plants.
c. Maintain 8 ft clearance under pine trees.
d. Keep asphalt clear of debris.

City of Monterey Park Maintenance Services Division Sites

Weeds, debris, and combustible vegetation shall be removed in accordance with City and State regulations that pertain to public health and safety.

1. ORANGE AV. – Orange St. to Pepper, both sides of street to top of curb
2. KAYS AV. @ VILLAGE PL. – Sidewalk
3. TOWN AV. – Kays Av. to Country Rd.
4. W. GARVEY AV. – Atlantic Bl. to Monterey Pass Rd. (bridge)
5. FREMONT AV. – Monterey Pass Rd. to bridge
6. W GARVEY AV. – Ramona Av. (City limit) to bridge
7. ABAJO DR. – 1200 Abajo to Granada Dr.
8. RAMONA AV. – Luminarias Restaurant entrance to LA County Sheriff's Dept.
9. CORPORATE CENTER DR. – Ramona Bl. freeway offramp to guard rail (north)
10. W. GARVEY AV. – Campanita to Monterey Pass Rd.
11. FIRST ST. – Roscommon Av. to Vancouver Av.
12. FLORAL DR. – Collegian Ave. to Ridgecrest St.

13. KEMPTON AV., LUPINE AV., AND MACHA WAY – Sidewalk where Edison Trails (SCE utility easement) intersects streets
14. CIPRIANO PL. – Empty lot at the corner of street
15. MCPHERRIN AV. & GRAVES AV. – McPherrin Av. to alley
16. AV. CESAR CHAVEZ – Collegian Av. to Vancouver Av.

City Council Staff Report

DATE: May 3, 2017

AGENDA ITEM NO: New Business Agenda Item 6-N.

TO: The Honorable Mayor and City Council

FROM: Tito Haes, Interim Director of Public Works

SUBJECT: South Atlantic Banner Poles – Authorization to Advertise

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt a resolution authorizing staff to advertise the South Atlantic Banner Poles project; and
2. 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:

The Engineering Division has prepared bid specifications for the South Atlantic Banner Poles and is requesting the City Council's authorization to advertise the project for bids.

BACKGROUND:

Over a year ago, the easterly banner pole on South Atlantic Boulevard just north of 1st Street was blown over by heavy winds. City street crews removed the damaged pole. The project involves the removal of the remaining banner pole and installation of two new banner poles and reinforced concrete foundations at approximately the same location. The banner poles are frequently used to advertise various city and community events.

The bid opening date is anticipated to be in early June, and the work is expected to be completed this summer.

FISCAL IMPACT:

The project will be fully funded with General Funds in the amount of $50,000 (Account No. 0010-801-5002-96094).

Respectfully submitted by:

Tito Haes
Interim Director of Public Works

Prepared by:

Rey Alfonso
Assistant City Engineer

Approved by:

Ron Bow
Interim City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachments:
1. Resolution

ATTACHMENT 1
Resolution

RESOLUTION NO. __

A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE SOUTH ATLANTIC BANNER POLES PROJECT PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT.

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

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

A. City staff has prepared bid specifications for the South Garfield Banner Poles Project ("Project");

B. The City Engineer reviewed the completed design and plans for the Project and agrees with staff that the plans are complete and the Project may be constructed; and

C. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project.

SECTION 2: *Environmental Assessment.* The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project.

SECTION 3: *Design Immunity; Authorization.*

A. The design and plans for the Project are determined to be consistent with the City's standards and are approved.

B. The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.

C. The approval granted by this Resolution conforms with the City's General Plan.

D. The City Engineer, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the design and plans approved by this Resolution.

E. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

F. The City Manager, or designee, may solicit bids for the Project in accordance with applicable law.

SECTION 4: *Project Payment Account.* For purposes of the Contract Documents administering the Project, the City Council directs the City Manager, or designee, to establish an account allocating General Funds from the current fiscal year budget to pay for the Project ("Project Payment Account"). The Project Payment Account is the sole source of funds available for the Contract Sum, as defined in the Contract Document administering the Project.

SECTION 5: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 6: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of _____________, 20___.

____
Teresa Real-Sebastian, Mayor

ATTEST:

____
Vincent D. Chang, City Clerk

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

By: _______________________________
Karl H. Berger, Assistant City Attorney

RESOLUTION NO. 17-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK PROVIDING FOR THE ESTABLISHMENT AND DISTRIBUTION OF A REWARD FUND FOR PERSONS WHO FURNISH INFORMATION LEADING TO THE ARREST AND CONVICTION OF THE PERSON CAUSING THE DEATH OF ABEL CASTELLANOS ON JANUARY 27, 2015

THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

SECTION 1. Pursuant to California Government Code section 53069.5, local agencies may offer and pay a reward for information leading to the apprehension of any person whose willful misconduct results in injury of death to any person.

SECTION 2. The City hereby establishes a reward program for information leading to the apprehension of Jin Yuan Yang for causing the death of Abel Castellanos on January 27, 2015, subject to the following terms and conditions:

A. The total amount of this reward payout will not exceed $10,000.

B. The City Manager will determine if information provided by an individual(s) qualifies for the City's reward. The City Manager also will determine how the $10,000 reward payout will be split among individuals if qualifying information is received by more than one individual.

C. If a person is arrested and convicted based primarily on the efforts of a law enforcement agency – not including information provided by a citizen(s) that was critical to the arrest -- the City will not make a reward payout.

SECTION 3. 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 4. 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 provisions or applications and, to this end, the provisions of this Resolution are severable.

SECTION 5. To the extent that any other resolution is incorporated into this Resolution, it is superseded in its entirety.

SECTION 6. The City Clerk is directed to certify the adoption of this Resolution, record this Resolution in the book of the City's original Resolutions, and make a minute of the adoption of the Resolution in the City Council's records and the minutes of this meeting.

SECTION 7. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MONTEREY PARK THIS 3RD DAY OF MAY 2017.

Teresa Real Sebastian, Mayor

Attest:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

Karl H. Berger, Assistant City Attorney

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 May, 2017, by the following vote:

Ayes:
Naes:
Absent:
Abstain:

Dated this 3rd day of May, 2017.

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

City Council Staff Report

DATE: May 3, 2017

AGENDA ITEM NO: Council Communications
Agenda Item 7-B

TO: The Honorable Mayor and Members of the City Council

FROM: Peter Chan, Councilmember

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING MAY 6, 2017, DAY OF INCLUSION ON THE 135TH ANNIVERSARY OF THE CHINESE EXCLUSION ACT IN RECOGNITION OF THE HARM CAUSED BY RACIALLY DISCRIMINATING IMMIGRATION MEASURES AND HONORS THE CONTRIBUTIONS OF ALL IMMIGRANTS AND REFUGEES WHO HAVE ENRICHED OUR COMMUNITIES

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt a Resolution declaring May 6th, 2017 Day of Inclusion; and
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

May 6, 2017 is the 135th anniversary of the day (May 6, 1882), when the Congressional bill was signed that enacted the Chinese Exclusion Act. With this Act as the "blueprint", successive national laws and policies were passed to shape a framework to exert control for exclusion, or denial, of hopeful migrants to the United States. Under the cover of the Chinese Exclusion Act and its successors, state and local governments would feel justified to pass legislation and regulations against their Chinese inhabitants.

In retrospect, the Chinese Exclusion Act is unconstitutional as it singled out a specific group of peoples by race as a target of discrimination. It would take 60 years to repeal the original Act, under a wartime necessity, and nearly 130 years before any sort of "regret" was expressed by Congress. In the meantime, Chinese and Chinese Americans in the US have suffered every moment, every action, every offense and every heartbreak, as triggered and scripted by that Act.

BACKGROUND:

Now the national government seems poised and is taking actions written in the exclusion script against specific peoples, only this time grouping by either religion or region. This is déjà vu which no Chinese Americans wish upon any peoples here in America. It is time to speak up.

The Chinese American Citizens Alliance, one of the oldest civil rights organizations established in 1895, has spearheaded a campaign to promote the positive message of "Not Exclusion, But Inclusion" as a vehicle to bring all peoples together for a better America. It also wants to promote the suggestion for the local governments to declare May 6 the Day of Inclusion and observe this day as a day of remembrance and reflection.

The City of Monterey Park has a diverse population and a shining example of how peoples from different cultures and ethnic backgrounds can learn to live together harmoniously.

By declaring May 6 the Day of Inclusion, the City not only recognizes the harm caused by racially or religiously discriminatory immigration measures and honors the contributions of all immigrants and refugees who have enriched our communities, but also reaffirms it is open and welcoming to immigrants and refugees who become integral to the life of our country in the Spirit of Inclusion."

Respectfully submitted by:

Peter Chan
Councilmember

ATTACHMENT 1: Resolution

ATTACHMENT 1
Resolution

RESOLUTION NO. ________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING MAY 6, 2017, DAY OF INCLUSION ON THE 135TH ANNIVERSARY OF THE CHINESE EXCLUSION ACT IN RECOGNITION OF THE HARM CAUSED BY RACIALLY DISCRIMINATING IMMIGRATION MEASURE AND HONORS THE CONTRIBUTIONS OF ALL IMMIGRANTS AND REFUGEES WHO HAVE ENRICHED OUR COMMUNITIES

WHEREAS, on May 6, 1882, President Chester Arthur signed the Chinese Exclusion Act, which was the nation's first law to prohibit immigration solely on the basis of ethnicity;

WHEREAS, the Chinese Exclusion Act was based on racial hostility against Chinese, who were characterized as "unassimilable, vile heathens" and were blamed for lowering wages, taking away jobs, draining the economy, and endangering the American way of life;

WHEREAS, we Chinese Americans, then later successive Asian and certain European peoples, witnessed, experienced, and endured every phase of subsequent harsh immigration procedures against specified immigrants by race or national origin often violating their civil rights;

WHEREAS, the Chinese Exclusion Act, which was renewed in 1892, 1902 and made permanent in 1904 prevented Chinese laborers from entering the U.S., divided husbands and wives, and families, and denied Chinese a pathway to citizenship for more than 60 years;

WHEREAS, subsequent legislation such as the 1892 Geary Act, which required all Chinese to register for and carry on their persons Certificates of Residence or risk imprisonment and deportation set a precedent for the Muslim registry being promoted by President Trump today;

WHEREAS, the U.S. Senate in 2011 and the U.S. House of Representatives in 2012 unanimously condemned in Resolutions the Chinese Exclusion Laws and "affirmed Congress' commitment to preserve the civil rights and constitutional protections for all people;"

WHEREAS, there is a direct link and procedural "script" between the racial animus and religious intolerance exemplified by the Chinese Exclusion Act and related laws and President Trump's Executive Orders, which attempt to ban travel visas for citizens of certain majority-Muslim nations based on unestablished security risks and the implication that all Muslims are terrorists;

WHEREAS, Trump's executive order suspended refugee resettlement for 120 days, and cut in half the number of refugees the U.S. had accepted previously in the Obama administration to 50,000 refugees;

WHEREAS, we insist that it is richer for a greater America to practice the ideals of Inclusion, embracing all peoples of this Land regardless of race, color, national origin, religion, or gender;

NOW, THEREFORE, BE IT RESOLVED the City of Monterey Park marks May 6, 2017, as a Day of Inclusion in recognition of the harm caused by racially or religiously discriminatory immigration measures and to honor the contributions of all immigrants and refugees who have enriched our communities;

BE IT FURTHER RESOLVED that the City of Monterey Park reaffirms it is open and welcoming to immigrants and refugees who become integral to the life of our country in the Spirit of Inclusion.

PASSED, APPROVED, AND ADOPTED this 3rd day of May 2017.

Teresa Real Sebastian
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 May 2017, by the following vote:

Ayes:
Noyes:
Absent:
Abstain:

Dated this 3rd day of May 2017

Vincent D. Chang, City Clerk
Monterey Park, California